



**XYZ Music Academy Ltd** is a company registered in England and Wales, with registered offices at 6a St Andrews Court, Wellington Street, Thame, Oxfordshire, OX9 3WT. Our place of business is Building 14 Venture Park, Westcott HP18 0XB

XYZ Music Academy Ltd is referred to in these terms of business as “XYZ”, “We”, “Our” or “Us”  
you, Our client, are referred to as “You” or “Your”

XYZ provides musical tuition to a range of educational institutions and private individuals and, trading as **XYZ Studios**, provides studio facilities and studio equipment for hire to enable bands and groups to practice in a modern environment. XYZ Studios is a trading style only and is wholly owned by XYZ Music Academy Ltd

Following are the **TERMS OF BUSINESS** against which XYZ provides **studio facilities** and **studio equipment** for hire and forms the sole basis against which We agree to hire such services (the “Services”) exclusive to any other form of agreement, howsoever stated. Please be sure that You have read these terms and that you have sought explanation of any points that are not clear to You prior to Your acceptance. Your acceptance to proceed with this Agreement will form a legally binding contract between us as set out below.

This Agreement comes into effect on the date that XYZ provides written confirmation and acceptance of Your booking.

## **1. Interpretation**

In these Terms of Business, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1. References to “Agreement” and or “this Agreement” are references to these Terms of Business as they prevail at the relevant time.
- 1.2. References in this Agreement to “writing” includes electronic communications such as e-mail or fax but excluding text messages
- 1.3. References to a statute or a statutory provision is a reference to that statute or statutory provision as enacted or amended at the relevant time
- 1.4. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement
- 1.5. References to the singular shall include the plural and vice versa
- 1.6. References to either gender shall include the other gender

## **2. Information About Us**

- 2.1. XYZ Music Academy Ltd is a company registered in England and Wales
- 2.2. Our registered company number is 09021852
- 2.3. Our registered office address is 6a St Andrews Court, Wellington Street, Thame, Oxfordshire, OX9 3WT
- 2.4. Our VAT number is 188881441



### 3. Basis of the Agreement

By agreeing to these Terms You acknowledge that We have made available to You the following information either by direct provision of the information or by such information being apparent from the context of the Services:

- 3.1. The main characteristics of the Services
- 3.2. Our identity and contact details
- 3.3. The means by which the total price for the Services, as selected by You, can be ascertained and whether or not this price includes VAT
- 3.4. The arrangements for payment and the schedule by which We undertake to deliver the Services to You
- 3.5. The arrangements by which You or XYZ may cancel or amend the Services, any restrictions as to how and when changes may take place once agreed and any restrictions on exercising such variations
- 3.6. Our complaints handling policy
- 3.7. The means by which You or We may terminate this Agreement

### 4. Status of the Parties

The provision of studios, rehearsal rooms and equipment hire are made strictly on a business to business basis where You enter this Agreement as a business entity.

### 5. Joint and Several Liability

Bookings made by an individual on behalf of a named band or a named group or on behalf of an unnamed group of individuals are deemed to be made on behalf of that band, group or group of individuals and XYZ reserves the right to hold all associated persons jointly and/or severally liable for any breach of or default under this Agreement.

### 6. The Services

- 6.1. The Services are made up of XYZ making available for hire a range of studio and rehearsal room facilities, together with supplementary equipment hire on an as required basis.
- 6.2. Details of the studio layouts and dimensions are available on <https://www.xyzstudio.co.uk/standard-rehearsal-room>
- 6.3. Supplementary equipment is offered, subject to availability at the time of reservation, the range of which can be viewed on <https://www.xyzstudio.co.uk/equipment>
- 6.4. We aim to meet requests for bespoke options and specific requirements but please note that the final configurations may be limited by availability.

### 7. Fees and Payment

- 7.1. We offer payment options based on daily or hourly rates, the Fees for which can be viewed on <https://www.xyzstudio.co.uk/services> Fees for equipment hire and for bespoke arrangements will be quoted at the time of your booking enquiry.
- 7.2. All Our published prices include VAT
- 7.3. We accept payment by the following means:
  - 7.3.1. Online payment using the "PayPal" proprietary service which will also accept credit card payments if You are not a PayPal registered user. *Please note that payments made in this way are subject to the PayPal terms of use in addition to Our own terms in this Agreement*
  - 7.3.2. Payments made by cheque, subject to their prior clearance



7.3.3. Payments made by BACS transfer direct to Our bank, the details for which will be made available at the time of booking

7.3.4. Cash payments are accepted but please note that We are unable to take any responsibility for cash in transit when sent to Us by post

## **8. Enquiries and Booking Services**

There are several means available to book the Services:

8.1. Online bookings via the website accessed by following the website navigation to access the Service options. The website booking option requires You to register as a user

8.2. Booking requests made by email to [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com)

8.3. Telephone booking requests to **01296 655929**

8.4. Booking requests made by visiting the academy in person at **Building 14, Westcott Venture Park, Westcott, HP18 0XB**

## **9. Cancellations and changes to bookings**

9.1. Use of the studios and facilities are restricted to the agreed reservation times. In the event of late arrival We will make reasonable efforts to extend the duration beyond the reserved end time but follow on schedules may not permit this. In such circumstances We are unable to offer any adjustment to Fees for the booking.

9.2. To change a scheduled booking We require a minimum notice of 72 hours.

9.3. Where change requests are made with a notice of less than 72 hours We will use reasonable efforts to accommodate Your request but We are unable to offer any Fee refund if We are unable to meet Your request.

9.4. In circumstances where XYZ is obliged to cancel a booking due to a fault or cause of XYZ We will make reasonable efforts to re-schedule the booking to a convenient date, in the absence of which XYZ will refund Fees related to that booking.

## **10. Problems with the Services**

10.1. We always use reasonable efforts to ensure that Our Services are provided free of problems or difficulties. If You feel there is a problem with the Service please inform Us without delay. We will endeavour to correct any problems that are within Our capability to correct as quickly as is reasonably practical.

10.2. We will not charge You for correcting problems where the problem has been caused by Us but We may apply a reasonable charge if We determine that a problem has been caused by incorrect or incomplete information provided by You or by Your incorrect treatment or operation of equipment.

## **11. Damage and Breakages**

XYZ will always provide guidance and assistance to ensure the correct usage of studio equipment and facilities and you are encouraged and expected to seek help at all times with equipment which is unfamiliar to you. We reserve the right to charge for any breakages or damage caused by You to XYZ equipment or facilities and by entering into this Agreement You agree to accept such liability.



## **12. Intellectual Property**

The skills, Know How and methods utilised by XYZ to deliver the Services constitute valuable trade secrets and Confidential Information of XYZ and its associates. You acknowledge and agree that all such Intellectual Property Rights in the processes and means of delivery to provide the Services that can properly be claimed to be owned by XYZ shall remain at all times with XYZ and that You shall not at any time acquire any of those rights.

## **13. Our Liability**

- 13.1. Nothing in this Agreement seeks to exclude or limit Our liability for personal injury or death caused by Our negligence or the negligence of Our employees, agents or sub-contractors; or for an act of fraud or fraudulent misrepresentation.
- 13.2. XYZ, its employees, agents contractors and sub-contractors shall not be liable to You for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of or corruption of data or information, or any special, indirect, consequential or pure economic losses, costs, damages, charges or expenses, howsoever caused and whether such claim is based on actions of contract, warranty, indemnity, negligence, strict liability, tort or breach of statutory duty and even if subject to prior notice of the possibility of such claim or damages.
- 13.3. Save as set out in 13.1 the maximum aggregate liability of XYZ in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Fees already paid by You under the current Term of this Agreement.

## **14. Force Majeure**

- 14.1. We will not be liable for any failure or delay to perform Our obligations under this Agreement where a failure or delay results from any cause beyond Our reasonable control, including (but not limited to) causes such as: power failure, internet service provider failure, strikes or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, subsidence, acts or threats of terrorism, acts or threats of war, epidemics and any other similar event that is beyond Our control.
- 14.2. If any such events occur and are likely to affect the performance of any of Our obligations under this Agreement We will inform You as soon as is reasonably possible and Our obligations under this Agreement will be suspended during the period of such event(s). We will inform You when We are able to resume the Services and provide details of any new dates and times that will apply.
- 14.3. If such event(s) continues for a period longer than two weeks You shall have the right to cancel this Agreement but the cancellation shall not relieve You of the obligation to pay any outstanding Fees that were due at, and prior to, the date of the event in question.

## **15. Communications**

If You wish to contact Us, You may do so by telephone on 01296 655929 or by email at [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com) Where You are required to contact Us in writing (as stated in various Clauses throughout this Agreement), You may do so by the following methods:

- by email at [admin@xyzmusicacademy.com](mailto:admin@xyzmusicacademy.com)
- by pre-paid post at XYZ Music Academy Ltd, Building 14, Westcott Venture Park, Westcott, HP18 0XB.



In all circumstances please be sure to include Your full contact details to enable Us to respond.

**16. Complaints and Feedback**

We always welcome Customer feedback and, while We always strive to maintain quality of service, We especially want to hear from You if You feel that You have cause for complaint. We have an established complaint handling procedure and will take special care always to engage with You on such matters. You may contact Us by any of the means described in clause 15 (Communications)

**17. Assignment**

We may transfer Our obligations and rights under this Agreement to another party, if for example, We sell Our business and if this happens We will inform You in writing. Your rights under this Agreement will not change and the party to whom We transfer Our obligations will be bound by these terms.

**18. Third Party Rights**

This Agreement is exclusively between You and XYZ and a person or other designated entity who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**19. Severability**

If any term of this Agreement is declared void or illegal, it shall be deleted and the remainder of this Agreement shall continue in force with the substitution of legal terms that approximate as closely as is legitimate to the terms declared void or illegal

**20. Amendment**

We reserve the right to amend these terms of business from time to time and the amended version together with the issue date will be posted upon Our website at which point they shall be deemed to be the prevailing terms of business. Existing bookings already agreed at the time of any amendment will remain subject to the version of the Terms of Business prevailing at the time of the booking, save where prevented by changes to legislation. For your reference We recommend that you print a copy of the Terms on the website at the time your booking is agreed

**21. Entire Agreement**

This Agreement sets out the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or agreements made between the Parties relating to its subject matter. No other agreements, representations, warranties, inducements or promises made by or on behalf of either Party, whether oral or otherwise shall add to or vary this Agreement or be of any force or effect.

**22. Governing Law and Jurisdiction**

This Agreement and the relationship between You and XYZ shall be governed by and construed in accordance with English Law and any dispute or claim which cannot be resolved between us shall be subject to the jurisdiction of the courts of England and Wales.