

## TERMS & CONDITIONS

2021-2022

Academic Year

### 1. Introduction

- 1.1 This document governs the relationship between you and The Singing Tree and sets out the contract terms for the academic year.
- 1.2 The Singing Tree is a performing arts education program which aims to empower youth through ecological and human rights activism.
- 1.3 The company is registered in Lausanne at: Avenue de Tivoli 19 Bis, 1007 Lausanne
- 1.4 These Terms and Conditions apply following acceptance of an offer of a place at The Singing Tree. In addition to this document, the document "Rules and Regulations also form part of the Terms and Conditions, and you agree to observe them.
- 1.5 It is important that you read, and abide by, the important Regulations document. This highlights and signposts you to The Singing Tree rules, regulations and policies. It also illustrates your responsibilities as a student of The Singing Tree, and our responsibilities to you as a provider of educational services.
- 1.6 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

### 2. Registration

- 2.1 The student, or parents who wishes to register for the full academic year, must complete the online registration form and send us the signed copy of this contract ("Terms and Conditions") as well as the document "Rules and Regulations". These must be sent to us at the latest before the start of the course, otherwise the student will not be accepted in class.
- 2.2 The following additional documents are to be sent to us by post or by email: student ID, a passport size photo, a copy of the "accident and civil liability insurance certificate", as well as the authorisation form for families who wishes their child to return home unaccompanied.
- 2.3 Registration becomes effective upon receipt of the registration fees and of term 1 fees (for families paying in three instalments). A written confirmation of registration will be sent to you by email or post. Registrations are possible throughout the year and are subject to availability.
- 2.4 By accepting an offer of a place at The Singing Tree you are entering into an agreement with us in accordance with these Terms and Conditions (the "Contract").
- 2.5 Your admission to The Singing Tree is subject to you complying with the terms of the Contract.

### 3. Length of Contract

- 3.1 The student is registered for the entire school year. The school year begins on Monday, August 23, 2021 and ends on Friday, July 1, 2022.
- 3.2 The school fees take into account school holidays and official public holidays, during which the school is closed.
- 3.3 Registrations are not automatically renewed from year to year. The student – or respectively parents – must renew their registration before April 30 for the next academic year.
- 3.4 The Singing Tree reserves the right to cancel a course if the minimum number of students (6) is not reached. In case of cancellation, the registration fees and the tuition fees will be refunded to you in full.

### 4. School Calendar and holidays

- 4.1 The Singing Tree courses are organized over a school year from August 23, 2021 to July 1, 2022 and includes three terms:
  - Term 1: from August 23, 2021 to December 23, 2021
  - Term 2: from January 10 to April 14, 2022
  - Term 3: from May 2 to July 1, 2022

Camps are organized during the holidays upon registration.

4.2 The Singing Tree follows the official vacations and holidays of Vaud Canton (Lausanne). Weekly lessons do not take place during school holidays.

## 5. Trial lessons

- 5.1 It is possible to take a trial lesson throughout the year (maximum 2) before registering for the academic year (see prices).
- 5.2 The trial lessons are payable in cash the same day or online before the lesson (proof of payment is requested before entry in the classroom). Please contact us to book your lesson on +41 (0)77 406 53 97 or write to us by email at: info@singingtree-international.com.

## 6. School fees and payment

- 6.1 Tuition fees are due upon registration, either in full or in three instalments by bank transfer or online via an electronic invoice which we will send to you. Tuition fees cover the school year, from August to the end of June of the following year.
- 6.2 The student or parents agree to pay the tuition fees according to the following payment terms:

Annual payment (0%)

One instalment at the date of signature of this contract. CHF 80.- registration fees of are included in the price and guarantee your place.

Payment in three instalments (3%)

The first instalment is to be paid upon the date of signature of this contract and the remaining two instalments are due on November 3, 2021 and February 3, 2022 by bank transfer or online via an electronic invoice which we will send to you. A 3% fee applies for payments in 3 instalments. Registration fees of CHF 80.- are included in the price and guarantee your place. Please note: no mail will be sent in the event of late payment through bank transfer. Any late payment results in the loss of this payment facility and the immediate payment of the annual balance of tuition fees.

- 6.3 For students arriving during the year, the fees are adjusted according to the start date.
- 6.4 Sibling discount: 10% on courses applied from the 2nd child enrolled. 20% for 3rd + child enrolled.
- 6.5 The pricing of the courses is subject to an annual readjustment, effective the following school year.

## 7. Contract cancellation

- 7.1 You have the right to cancel the Contract within fourteen (14) days after the date of your registration. To cancel the Contract, you must give us written notice of your cancellation by contacting Admissions at The Singing Tree – Avenue de Tivoli 19 Bis - 1007 Lausanne by *lettre recommandée avec accusé de réception*. Notice shall take effect on receipt. If a payment has been made, it will be refunded to you in full.
- 7.2 Passed 14 days, the student commits for the academic year. No refund or reduction of tuition fees can be granted in the event of absence or voluntary cancellation.
- 7.3 The contract can however be cancelled in the following circumstances:
  - a) Before the official start of the school year (August 23, 2021): in this case, termination of the contract will result in the loss of the registration fee of CHF 80.- and of term 1 tuition fees. Notice shall take effect on receipt
  - b) From the first day of the school year: in this case, your annual tuition fees and registration fees amounts are due.
  - c) Force majeure or exceptional circumstances  
If the student is prevented from following the course as a result of duly recognized force majeure (such as illness or a serious accident), this contract can be cancelled. The student, or his parents, has the responsibility to provide proof of force majeure. The latter must justify his/her inability to follow the training by written notice at The Singing Tree – Avenue de Tivoli 19 Bis - 1007 Lausanne (*lettre recommandée avec accusé de réception*) as soon as possible. Notice shall take effect on receipt. When force majeure is retained, only the tuition provided are due pro rata temporis to the value provided for in the contract. The refund of the overpayment will take place within 3 months.
- 7.4 If the student finds employment during the course, the hours of work resulting in absences from the courses will in no case be reimbursed.
- 7.5 The Singing Tree may terminate your Contract and withdraw you from your course if:
  - a) you do not pay the tuition fees
  - b) you do not complete your enrolment at the beginning of the course or you fail to re-enrol at the beginning of an academic year



- c) you have provided false, incomplete, inaccurate or misleading information in your application to The Singing Tree or at any other time.
- d) you have poor attendance at lessons and engagement with assessment.
- e) The panel finds that you are unable to continue your studies due to illness, including mental health issues
- f) you breach these Terms and Conditions in any respect
- g) repeated indiscipline, rudeness towards teachers or other students
- h) serious misconduct, theft of teaching materials
- i) repeated unjustified absences

Tuition will not be refunded if a student is excluded for the above reasons.

## **8. Changes to courses**

- 8.1 Due to the time period between prospectus publication and registration on your course, circumstances may change due to factors beyond our reasonable control, The Singing Tree reserve the right to cancel a course if there are not sufficient student registrations to make a course viable.
- 8.2 We will notify you as soon as possible and we will use reasonable endeavours to offer you a place on a suitable replacement course for which you applied. If you are unhappy with the replacement course offered by us or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees. You shall be entitled to a refund of all tuition fees paid to date

## **9. Absences, punctuality, and cancellation of a lesson**

- 9.1 The education team is committed to providing quality education to your child, which is why we insist on punctuality and attendance (please refer to school regulations and "Rules and Regulations").
- 9.2 Any late arrival and/or absence must be justified by the parents or the student (by a medical certificate, work certificate, etc.) to the administration office at: [info@singingtree-international.com](mailto:info@singingtree-international.com) or by What's Up message on: +41 (0)77 406 53 97. In the event of foreseeable absence, the student or parents must inform the administration office by telephone or email one week in advance at the latest.
- 9.3 Passed 15 min, the student will not be accepted in class.
- 9.4 Students are required to arrive 10 minutes before the start of the lesson with their teaching materials and appropriate clothing. A list of school supplies will be provided to you before the start of the school year.
- 9.5 We also ask that you kindly provide your children with the educational material sent by email to parents (google drive folder), which is created for this purpose.
- 9.6 If your child misses a lesson, the videos or audios will be sent to you via a google drive file which will allow him or her to catch up the lesson.
- 9.7 Lessons missed by the student are neither replaced nor reimbursed. However, it is possible for students registered in one-to-one singing lessons to reschedule a lesson (maximum 2) with a medical certificate.
- 9.8 Any unexcused absence for more than four consecutive weeks may be considered by The Singing Tree as a voluntary departure. Therefore, The Singing tree may terminate your Contract and withdraw you from the course. In this case, the balance of the fees for the current year is due.
- 9.9 Covid-19: any student tested positive for Covid-19 or considered a contact case is required to immediately notify management.
- 9.10 If the teacher is unable to teach a lesson, the student will be notified in advance as soon as possible. The lesson will be made up as soon as possible or the lesson will be covered by another teacher.
- 9.11 In the case of exceptional situations that prevent The Singing Tree from continuing the activities in attendance (pandemic lock-down, extreme snowstorm), lessons will take place online.

## **10. Course work and student code of conduct**

- 10.1 You agree to fulfil all the academic requirements of your course in accordance with the Contract including, but not limited to, submission of course work and other assignments, attendance at examinations, attendance at masterclasses and show rehearsals provided by us.
- 10.2 Rehearsals for shows are mandatory and the dates of the shows are set one year in advance.
- 10.3 You agree to familiarise yourself with and adhere to The Singing Tree rules, regulations and policies. These are all published on our website, and you can access them directly from the "Rules and Regulations" and "Private policy" document.
- 10.4 You agree to comply with our student charter, our student code of conduct and the policy on academic misconduct as set out in the

academic regulations. Links to all of these documents are set out in the "Rules and Regulations" document.

## **11. Clothing and access to the classrooms**

- 11.1 Students are required to have comfortable clothing or dance attires (leggings, t-shirt, dance shoes); a hair up do (for long hair) and a bottle of water at every lesson (see the document "Rules and Regulations" concerning clothing)
- 11.2 Everyone is asked to respect the cleanliness and integrity of the premises. It is strictly forbidden to wear outdoor shoes in the rehearsal rooms.
- 11.3 Food and beverages, apart from bottles of water, are not permitted inside the classrooms.
- 11.4 Loss or damage to school equipment will incur additional costs, at your expense. We do not provide snacks for children, please provide a water bottle and a snack if necessary.
- 11.5 A student may be denied access to lessons and rehearsals for the following reasons:
- Inappropriate behaviour
  - Non-compliance with The Singing Tree rules
  - Successive late arrivals without valid reason
  - other reasons mentioned in section 7.5.
- 11.6 Parents are responsible for their children before the start of the lesson and as soon as the lesson ends.

## **12. Liability**

- 12.1 The Singing Tree Institute shall not be liable for any loss or damage which was not foreseeable.
- 12.2 While we take reasonable care to ensure the safety and security of students at our school, we cannot accept responsibility and expressly exclude liability for loss or damage to students' personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.
- 12.3 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised teacher of The Singing Tree.
- 12.4 We shall not be liable to you in any manner in an event beyond our reasonable control (including, but not limited to strikes, lockouts or other industrial action, severe weather, natural disasters, pandemic, quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, breakdown of plant or machinery, actions or default of placement providers or default of suppliers or sub-contractors). In such circumstances, we shall take reasonable steps to minimise any disruption.
- 12.5 The risks of illness and accident are not covered by The Singing Tree: each participant must be personally insured for accident and civil liability.
- 12.6 The student must imperatively provide the establishment with a certificate of insurance concerning his private and extra-curricular civil liability, a photo ID, the authorisation form for the parents who want their child to go home unaccompanied.
- 12.7 In the event of absence because of an accident or illness, it remains the responsibility of the student and his/her parents to pay the balance of the annual fees, whether or not this is covered by the insurance.

## **13. Intellectual Property**

- 13.1 By registering on a course, you authorise The Singing Tree and any associated company to publish photography, video content and any other materials relating to your course of study with The Singing Tree. The Singing Tree reserves the right to use photos or videos taken during class or on stage for its communication and for its advertising (website, brochures, social networks, programs, television shows etc.), respecting the rights of the child and its protection, unless otherwise notified to us in writing to the administration office : at [info@singingtree-international.com](mailto:info@singingtree-international.com) or by post to The Singing Tree – Avenue de Tivoli 19 Bis - 1007 Lausanne.

## **14. Data Protection**

- 14.1 We will process your personal data in accordance with our Data Protection Policy. This can also be accessed from Data Protection Policy document.
- 14.2 While you complete your studies, we will retain basic registration details, results, any discipline records and your address, and any information that may be required in relation to matters that are still outstanding. The remaining information will be destroyed.

## **15. General**

- 15.1 The Contract constitutes the entire agreement between you and The Singing Tree and supersedes all previous agreements between you and The Singing Tree, whether written or oral.

- 15.2 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.
- 15.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 15.4 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.
- 15.5 Any notice given under the Contract shall be in writing (which includes email). We shall send any notice to you either to your term-time address or your home address or by email to your email address. Unless otherwise stated in these Terms and Conditions you must send any notices by post or email to: The Singing Tree- Avenue de Tivoli 19 Bis, 1007 Lausanne
- 15.6 The Contract and any dispute or claim arising out of or in connection with it shall be governed by Swiss law and you can bring legal proceedings in the Swiss courts and Vaud state.

By signing the registration form, you certify that you have read and approved the "Terms and Conditions" as well as "Rules and Regulations" of The Singing Tree.

Please return this document along with the "Rules and Regulations" document after completing the application form online. Both documents are to be signed and sent to the administration office by email at [info@singingtree-international.com](mailto:info@singingtree-international.com) or by post to The Singing Tree - Avenue de Tivoli 19 Bis - 1007 Lausanne

.....  
The Student or his parents (full name)

.....  
The Singing Tree

Date.....