

FM001 Course Terms and Regulations

(I) Course Delivery and Management

1. Cello Factory Limited (CF) offers courses at different levels for different instruments and assigns instructors for course delivery. CF has full discretion on making any changes to the courses including but not limited to course content, class size, class schedule, duration, instructor substitution, course fee, etc. CF also reserves the right to cancel any course due to insufficient enrolment or other unforeseen circumstances.
2. CF provides and arranges venues and facilities including but not limited to CF's premises and outside venues for teaching purposes.
3. CF will contact students using the corresponding contacts provided by the applicants in the application form for general announcement, urgent issues and special alerts. To ensure smooth communication, applicants should make sure their information provided are correct and updated and inform CF should there be any changes.

(II) Course Application

1. Course application process

- a. Anyone who has not taken any CF's courses before or has not enrolled in any CF's courses in the previous 3 months before course commencement should submit "FM001b Course Application Form for course enrollment" (Course Application Form) when they enroll in any upcoming courses offered by CF. Previous students who have enrolled in CF's courses in the previous 3 months before course commencement and current students do not need to submit the Course Application Form to enroll in any upcoming courses.
- b. Applicants are advised to consult CF for the suitable courses to enroll before they submit the Course Application Form. These applicants who wish to enroll in courses except Promotional Course will need to attend a compulsory Evaluation for enrollment recommendation. The Evaluation lasts about 30 minutes and arrangement is by negotiation with CF. The fee is HKD **\$480** and is **non-refundable and non-transferrable**.
- c. "FM001b Course Application Form" should be submitted using online or paper form before the course deadline and tuition fee payment should be completed within 7 days of submission. The tuition fee is **non-refundable and non-transferable**. All illegible and incomplete application forms will not be accepted and late payment will result in withdrawal of application.

2. Application confirmation

Applicants will receive an acknowledgement email in 14 working days after they have submitted the Course Application Form and completed payment. Should the applicants fail to receive such email by the said period, please contact CF immediately.

3. Personal data collection during application process

Personal data collected in the Course Application Form will be handled by CF's staff members only and be used solely for the purpose of enrolment or CF's announcement/promotion. Please refer to the Personal Data Collection Statement in the Course Application Form for details.

(III) Course Enrollment

1. Course confirmation

- a. Course enrollment is by completing tuition fee payment. The payment should be completed before course commencement and the tuition fee is **non-refundable and non-transferable**. For payment details, please refer to Course Notice or "**FM003a** Private Lesson Schedule Arrangement Form".
- b. Confirmation email for enrollment will be issued at least 1 week before course commencement. If the course enrollment is lower than the minimal requirement, CF will postpone course commencement for 1 month. If the enrollment is still not satisfactory after 1 month and the course should be cancelled, enrollment fee will be refunded.
- c. Once the enrollment is confirmed, the enrolled course may not be changed to any other courses including those for the same instrument with different commencement dates without the consent of CF. Should the students wish to change their courses, they should inform CF for further arrangement. In addition to settling the course fee difference, an administration cost of **HK\$ 300** may be required if the request is made within 7 days before course commencement. The administration fee is **non-refundable and non-transferrable**. If the course fee of the new course is lower than that of the original course, the difference will not be refunded.

2. Course attendance

2.1 Lesson schedule

- a. Lesson schedules are provided by relevant Course Notices but the schedule of Private Lessons is by negotiation between the student and CF using "**FM003a** Private Lesson Schedule Arrangement Form".
- b. Students should observe the lesson schedule and attend their classes accordingly. Lesson rearrangement is available only under certain conditions. Please refer to 2.2 for details.

c. Adverse weather may affect lesson schedule. Please see below for the follow-up arrangement:

Typhoon / Rainstorm	Signal is / will be in force at or after the following times as announced by the Hong Kong Observatory	Follow-up Arrangement
Typhoon Signal No. 8 or above & Black Rainstorm Warning Signal	<p>i) 3 hours before lesson commences The scheduled lesson will be cancelled.</p> <p>ii) During lesson The lesson will be suspended immediately. Students or participants are advised to stay indoor to take shelter for safety reason.</p>	<p>1) Seasonal and Promotional Course Lesson cancelled or suspended with no make-up class or refund</p> <p>2) Private Lesson Lesson cancelled and postponed to next week</p>
Typhoon Signal No.3 or below & Red/Amber Rainstorm Warning Signal	<p>i) 3 hours before lesson commences The scheduled lesson will continue as normal.</p> <p>ii) During lesson The scheduled lesson will continue as normal.</p>	No change to lesson schedule

2.2 Lesson rearrangement

- a. Lesson rearrangement is applicable to Seasonal courses and Private lessons but not Promotional Course.
- b. Lesson rearrangement will only take place under the following two conditions:
 - i. Students taking Seasonal Courses or Private Lessons need to take leave because they are unable to attend scheduled lesson(s) for personal or urgent reasons.
 - For students taking Seasonal Courses, they can apply for lesson rearrangement before course commencement. For details, please refer to “**FM001c** Lesson Rearrangement Application Form”. CF will have sole discretion on assigning students to their most suitable classes according to their time availability.
 - For students taking Private lessons, lesson rescheduling is by negotiation. For details, please refer to “**FM003a** Private Lesson Schedule Arrangement Form”.
 - ii. CF need to cancel lesson(s) because there is safety concern for students attending lessons due to force majeure reasons, such as curfew orders and epidemic outbreak, other than adverse weather.
 - CF will have sole discretion on arranging contingency arrangement including but not limited to postponing classes, arranging makeup lesson(s), or changing teaching mode such as from face-to-face to online.

- Other special arrangement may be implemented on a case by case basis as deem appropriate.

(IV) Course Regulations

1. General classroom manner

- Students should attend lessons on time to the best they can according to the lesson schedule. They should also bring their lesson materials as required.
- Students should prepare their instruments for their lessons. For students who do not own any instrument, Home and Lesson Instrument Rental Schemes are available. Please refer to “**FM004a** Home Instrument Rental Form” and “**FM004b** Lesson Instrument Rental Form” for details. For students with their own instruments, CF recommends them to bring their instruments for check-up before course commencement in order to ensure their learning and practicing.
- Students should take good care of all items borrowed from CF and their instruments whether they are rented under Instrument Rental Schemes or provided by themselves at all times. CF will not be responsible for any damage on students’ instruments and borrowed items occurred in any teaching venues, facilities and properties provided and arranged by CF. Students will be ask to indemnify for any damages as deem appropriate.
- Instructors are responsible for conducting lessons only. For other issues or enquiries, students should contact CF for details and assistance.

2. Course material usage and copyright

- CF is committed to comply with requirements of the Copyright Ordinance. The law protects creators for their original works such as books, newspapers, computer programmes, photographs, films, sound recordings and broadcasts. The creators hold the exclusive right to use or authorize others to use their work – including its reproduction, public performance and broadcasting. The Copyright Ordinance provides certain limited exemptions to copyright for learning. “Fair dealing” of a work for research or private study, criticism, review, news reporting, or for giving or receiving instruction in a specified course of study provided by an educational establishment is permitted. Students are strongly advised to comply to this Ordinance as well.
- Lesson materials (score books or examination materials, etc.) will be recommended by instructors and these materials may be purchased from CF or other outside providers. Students should avoid using illegal or unauthorized copies of music scores during lessons and examination.

3. Policy on Personal and Data Privacy

- CF respects the right to personal data privacy and is committed to comply with requirements of the Personal Data (Privacy) Ordinance. Students are strongly advised to comply to this Ordinance as well.

- b. Sound recording and photo and video taking during lessons and classroom activities is in general prohibited. However, students may perform such activities for learning and practicing purposes with prior consent from all parties involved including but not limited to the instructor and students in the same class. Such recordings, photos and video clips should be strictly kept for personal and private use and not to be distributed and circulated without consent from all parties involved.
- c. Personal information obtained during lessons and classroom activities should not be distributed or circulated to third parties for any purposes without prior consent.

4. Policy on Personal and Sexual Harassment

Forms of personal sexual harassment

- a. CF is committed to ensuring a safe, positive and pleasant environment to all students, CF's staff members and visitors and does not condone nor tolerate any form of personal or sexual harassment. Under Hong Kong law, harassment is currently prohibited on the grounds of gender, disability and race. In addition, this policy also prohibits harassment on the grounds of nationality, religion, age, family status and sexual orientation, which are not unlawful, but which CF considers inappropriate and unacceptable. Students are strongly advised to help facilitate and maintain such environment during lessons, classroom activities and in their personal acquaintance.
- b. Forms of harassment can include, but are not limited to, unwelcome verbal, non-verbal and physical conduct. Individuals who believe they have been subjected to harassment, and individuals who observe or become aware of harassment, should report to CF's staff member for further handling so that appropriate corrective steps can be taken.

Handling possible harassment

- c. Upon receiving reports on possible harassment, CF will take actions to deal with the matter as soon as possible.
- d. To ensure fair and proper handling of reports on possible harassment, it is expected that individuals who report alleged harassment to identify themselves. Anonymous complaints will not usually be accepted. Also, if anyone who believes that he/she has been the subject of harassment, it is recommended that he/she keep a record of all events from the first instance for the benefit of investigation.
- e. If CF considers the circumstances are such that a formal investigation is not appropriate or not warranted or not viable, CF will take other steps as deem appropriate to resolve the matter.
- f. If the reported harassment is upheld, the individual will be notified and given an explanation of what action is proposed. The reporter may not be receive details on any actions taken against the alleged



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harasser, as it is confidential between CF and the alleged harasser. If the reported harassment is not upheld, the reporter will also be advised.

Confidentiality

- g. CF will ensure the whole process confidential and expected all parties involved in reporting, investigation and follow-up action enforcement to respect all individuals involved and not to disclose or discuss the case or the names involved to anyone who is not directly involved in the matter. The reporter should be aware, however, that his/her report will be put to the alleged harasser and disclosed to others (e.g. relevant witnesses) during the course of investigation.