



## Conditions of music tuition

### 1. Lessons

The Teacher will give tuition during school terms (term dates will be as specified by the Teacher in accordance with Condition 3). The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil.

The teacher will provide 30 lessons per academic year payable in blocks of ten.

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Student and the Teacher.

### 2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each term in full on or before the first lesson of the term.

Lesson fees are subject to annual review. Where Lesson fees are increased as a result of such a review, the Teacher shall endeavour to give the Student at least one month's notice of such increase. The Student shall have the right to terminate this agreement immediately on written notice to the Teacher without liability to pay for any further Lessons (and to receive a refund in respect of any Lessons for which the Student has paid in advance) in the event that the applicable Lesson fees increase.

### 3. Lesson timetable

Before the first lesson of each term, the Teacher will give the Pupil (or the Pupil's parent or carer) written confirmation of (i) the dates and times of all lessons during that term (ii) the start date for the following term's lessons.

### 4. Missed lessons

The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher chooses not to do so because of exceptional circumstances.

If the Teacher cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee at the end of term 6 (July)

### 5. Examinations, competitions and public performances

The Pupil will not be entered for any examination, competition or public performance without the prior consent of both the Teacher and the Pupil (and the Pupil's parent or carer, where appropriate) Any entry fees will be paid for by the Student.

### 6. Termination of tuition

- (a) This Agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect.
- (b) Where fees are not paid on time, the Teacher reserves the right, entirely at the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.
- (c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least one month before the end of a term for the termination to take effect at the

end of that term. Such termination will take effect at the end of a term only and not at any other time. If the Teacher gives notice to terminate tuition at the end of a term in accordance with this Condition 6(c) the Teacher will continue to provide lessons until the end of that term.

#### **7. Failure to give notice**

Unless terminated under Condition 6 above, **this Agreement shall continue from term to term**. If the Pupil (or the Pupil's parent or carer) fails to give full notice to terminate this Agreement in accordance with Condition 6(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 6(a) above, the following charges will be made in lieu of notice:

- (a) Where the notice given is less than that required under Condition 6(c), but is one month or more before the start of the next term: 50% of the fees for the next term;
- (b) Where the notice given is less than one month before the start of the next term: 100% of the fees for the next term.

If the Pupil stops attending lessons during a term, the Pupil (or the Pupil's parent or carer) is not entitled to a refund of any fees paid for that term. The Pupil is entitled to attend any lessons paid for.

If the Teacher stops lessons without giving the correct notice specified in Condition 6(c) above the Teacher shall refund any fees already paid for any lessons not given.

#### **8. Conduct**

If the Teacher, in his or her reasonable opinion, feels unable to continue tuition on account of unreasonable conduct by the Pupil or anyone connected with the Pupil, the fees for any outstanding lessons will not be refundable.

#### **9. Goods**

From time to time, the Student may request that the Teacher supplies them with goods (for example, sheet music, strings or reeds); or. Loans them an instrument or other equipment, in connection with the provision of the Lessons or the undertaking of performances and/or examinations.

This agreement is not intended to include provisions applicable to those scenarios, and the Student and the Teacher should mutually agree relevant terms in writing as required

#### **10. General**

- a) Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.
- b) The Student undertakes not to make photocopies of any music.
- c) The Student is responsible for the insurance of the Student's instrument.
- d) In the interests of the Student's well-being whilst in the Teacher's care, the Teacher must be informed of any medical or other condition affecting the Student.
- e) If the Student is under eighteen, the Student's parent or guardian gives permission for the Teacher to teach the Student.
- f) The Teacher is a member of the ISM and agrees to abide by the ISM's Code of Conduct

#### **11. Changes**

- (a) Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both the Teacher and the Pupil (or the Pupil's parent or carer).
- (b) If the Teacher chooses to waive any right or remedy under this Agreement or otherwise (for example, if the Teacher chooses to waive fees for any lessons which the Pupil does not attend) this shall not mean that he or she must do so in future or that he or she waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.

#### **12. Communication between the parties**

For the purposes of this Agreement written notice must be given on paper or by email.

#### **13. Governing law and jurisdiction**

This Agreement shall be subject to the laws of the jurisdiction of the location for the lessons (specified above) and the signatories to this Agreement agree that any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

## NOTES FOR GUIDANCE

-Definition: School 'term' in this document refers to 'long' terms, ie Autumn, Spring or Summer (3 per year)

ISM members are insured personally in respect of legal liability that may arise following injury or damage to members of the public. The limit of indemnity is £10m. This policy is only operative whilst the individual registered member is performing, rehearsing or auditioning either solo or as part of a group, band or orchestra and/or whilst teaching either at the member's own home, the Student's own home, or in a public place including transit to and from.

- It is important to note that whilst a Teacher will use his or her best endeavours to ensure the Student makes satisfactory progress, this cannot be guaranteed. In particular, careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.

### To cancel your contract within 14 days

#### Information about the 'cooling off' period and the exercise of the right to cancel during it

You have the right to cancel this contract within 14 days (the 'cooling off' period) without giving any reason. The cooling off period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform me:

Name of teacher \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

Email \_\_\_\_\_

of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling off period has expired.

#### Effects of cancellation during the 'cooling off' period

If you cancel this contract during the cooling off period, I will reimburse to you all payments received from you unless you requested me to begin the performance of services during the cooling off period. I will make the reimbursement without undue delay, and not later than 14 days after the day on which I am informed about your decision to cancel this contract. I will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested me to begin the performance of services during the cancellation period, you shall pay me for the Lessons provided.

### Cancellation Form

To (name of teacher) \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

Email \_\_\_\_\_

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale for the supply of the following service(s):

Ordered on \_\_\_\_\_

Name of student(s) \_\_\_\_\_

Address of student(s) \_\_\_\_\_

Signature of student(s) \_\_\_\_\_

Date \_\_\_\_\_