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## 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.

A minimum of 30 lessons will be given across the academic year, but is liable to change subject to the number of weeks available in the term. Eg, Autumn term – 12 weeks, Spring term – 11 weeks, Summer term – 10 weeks.

### 2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each term in full before the first lesson of the term. Any lessons missed due to late payment shall not be replaced unless in exceptional circumstances as determined by the Teacher.

Late payment of fees will automatically attract interest at a rate of 5% of the term's fees per week or part thereof. Half termly payment is possible by special arrangement.

### 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 the dates and times of all lessons during that term. These times will be subject to change at short notice, and the Teacher shall give written notice of any changes.

### 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.

### 5. Extra lessons

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Pupil and the Teacher. If the Teacher is not able to provide such extra lesson as a result of the location of the lesson being closed or for any other reason, the location of such lessons shall be agreed between the Teacher and the Pupil.

### 6. 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).

- a. Exam fees are payable at the beginning of term, when the entry is made. You will receive an invoice for the exam fee.
- b. Whilst many teachers accompany their own pupils, an official accompanist may be used at my discretion. All accompanists will be paid at the set rate, which will be agreed in advance of the exam.

### 7. Progress

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. Careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.

### 8. 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 no later than the end of the half term preceding the termination date. Such termination will take effect at the end of a term only and not at any other time.
- (d) If the Teacher gives notice to terminate tuition at the end of a term in accordance with this Agreement, the Teacher will continue to provide lessons until the end of that term. The Teacher must give notice of no less than one term.

### 9. Failure to give notice

Unless terminated under Condition 8 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 8(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 8(a) above, the following charges will be made in lieu of notice:

- (a) Where the notice given is less than that required under Condition 8(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 8(c) above the Teacher shall refund any fees already paid for any lessons not given.

#### **10. 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.

#### **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.

### **Online Tuition**

#### **1. Location of lessons**

The teacher shall give lessons to the Pupil in accordance with the Agreement. If the Teacher and the Pupil cannot meet in person at any physical location in the Agreement for reasons beyond the control of the parties, tuition will be given to the Pupil via an online platform as agreed by the parties for a period to be agreed by the parties in writing during which the terms of this Addendum will apply. If the location given in the Agreement is 'Online' all lessons shall be given online in accordance with the terms of the Agreement and this Addendum.

#### **2. Timetable and duration of lessons**

The lesson timetable and lesson duration shall be as specified in the Agreement. The Teacher and Pupil or Pupil's Parent/Carer may agree to vary the timetable and duration of lessons subject to written confirmation by each party to any agreed changes.

#### **3. Additional lessons**

The Teacher and Pupil or Pupil's Parent/Carer may agree at any time to schedule additional online lessons, which shall be paid at a rate agreed in writing by the Teacher and the Pupil/Pupil's Carer/Parent.

#### **4. Pupil's teaching environment and equipment**

4.1. The Pupil or Pupil's Parent/Carer

4.2. Pupil's Parent/Carer shall be responsible for provision of technology suitable for the online tuition and shall ensure that any applications or other technology specified by the Teacher for the tuition is installed and tested before online lessons commence. The Teacher is not responsible for the loan or supply of any equipment or materials, unless agreed in writing in advance.

4.3 The Teacher is not liable for any delays or disruptions caused by technical difficulties of whatever nature at the Pupil's home or their location for the lessons. The teacher shall not be required to make up any time lost through such incidents.

4.4 The Teacher is not liable for any damage, technical faults or failures of equipment and software belonging to the Pupil or Pupil's Parent or Carer.

#### **5. Safeguarding**

- 5.1 The parties agree that safeguarding in the online environment is of paramount importance and agree that they shall observe best practice and professional guidance (such as advice to teachers from the ISM) in safeguarding and child protection at all times.
- 5.2 The Pupil or Pupil's Parent or Carer agrees to follow any safeguarding requirements specified by the Teacher.
- 5.3 The Pupil, if aged 18 or under, will not contact the Teacher directly by any means for whatever reason: all communications relating to the lessons shall be made between the Pupil's Parent or Carer and the Teacher preferably by email except in an emergency such as unavoidable cancellation of a lesson at the last minute, where telephone use is acceptable.

- 5.4 Inappropriate behaviour or use of inappropriate or unlawful materials during the lessons by the Pupil may result in the Teacher terminating the lesson immediately and the teacher reserves the right to terminate the agreement with immediate effect, in which case the Teacher shall not be required to refund any fees previously paid.

**6. Other**

All other terms in the Agreement shall remain unaffected and remain in full force.