

## Agreement for private music tuition

### For use where lessons are given on a Series by Series basis

#### **Teacher**

Name      Eloise Routledge

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

I (*the Teacher*) offer tuition to \_\_\_\_\_ (*Pupil*)

in \_\_\_\_\_ (*instrument/subject*) on the following Terms and Conditions.

Signed (*Teacher*) \_\_\_\_\_ Date \_\_\_\_\_  
(Member of the Incorporated Society of Musicians)

#### **Pupil or (if the pupil is under 18) Pupil's parent or carer**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

#### **Tuition**

Tuition will be given in blocks of lessons called Series. A Series commences on the date that the first lesson is given.

Number of lessons per Series    6-8 lessons      Length of lessons \_\_\_\_\_

Frequency of lessons      Weekly      (eg weekly, fortnightly, twice a week)

Day and time of lessons \_\_\_\_\_      Date of first lesson \_\_\_\_\_

Location of lessons \_\_\_\_\_

#### **Fees**

Lessons will be charged at the rate of £ 32 per hour, pro rata for any part of an hour.

The Teacher may serve written notice of an increase in fees to the Pupil (or the Pupil's parent or carer, where appropriate) by no later than the start of the Series of lessons preceding the Series when the increase in fees will take effect.

#### **Conditions**

The Conditions set out on pages 2-3 will apply to this Agreement.

When this Agreement has been signed by both the Teacher and the Pupil or, if the Pupil is under 18 years of age, the Pupil's parent or carer, it will constitute a legally binding personal contract between the signatories. **However, the Pupil (or the Pupil's parent or carer) will have the right to cancel this Agreement within 14 days of the date of this Agreement by giving written notice of cancellation to the Teacher.** Once the 14 day cancellation period has expired, the Agreement will remain in force continuously from Series to Series unless terminated in accordance with Condition 7 on page 2.

I (*the Pupil or the Pupil's parent or carer*) accept the offer of tuition for \_\_\_\_\_ (*Pupil*)

on the terms and conditions set out herein and agree to be bound by them until termination of this Agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(*Pupil or, if the Pupil is under 18, the Pupil's parent or carer*)

## **Conditions of music tuition**

### **1. Lessons**

The Teacher will give tuition in Series of lessons consisting of the number of lessons specified overleaf. Series will not necessarily coincide with school terms. The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil.

### **2. Payment of fees**

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

### **3. Lesson timetable**

Before the first lesson of each Series, the Teacher will give the Pupil (or the Pupil's parent or carer) written confirmation of (i) the dates and times of all lessons in that Series (ii) the start date of the following Series. Holiday breaks (as specified by the Teacher) may occur partway through a Series. Lessons will take place on public holidays only by prior agreement between the Teacher and the Pupil (or the Pupil's parent or carer).

### **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. Lessons during state school summer holidays**

During state school summer holidays, between the end of Series 6 and the start of Series 1, lessons will be offered on a Pay As You Go basis and not as a Series. The date and time of each lesson will be agreed in advance of each lesson by the Teacher and the Pupil (or the Pupil's parent or carer). The agreement should be confirmed in writing. The Pupil (or the Pupil's parent or carer) will pay for each lesson on or before the day of the lesson.

If a lesson is missed during the Pay As You Go period: the Teacher will charge for any scheduled lessons which the Pupil does not attend, unless either i) the Pupil (or the Pupil's parent or carer) has given the Teacher at least 48 hours' written notice or ii) 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) receiving a replacement lesson or (ii) receiving a refund of the lesson fee.

Termination of lessons during this period still follows the terms as per condition 7 below.

### **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).

### **7. 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 Series for the termination to take effect at the end of that Series. Such termination will take effect at the end of a Series only and not at any other time. If the Teacher gives notice to terminate tuition at the end of a Series in accordance with this Condition 7(c) the Teacher will continue to provide lessons until the end of that Series.

### **8. Failure to give notice**

Unless terminated under Condition 7 above, this Agreement shall continue from Series to Series. If the Pupil (or the Pupil's parent or carer) fails to give full notice to terminate this Agreement in accordance with Condition 7(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 7(a) above, the following charges will be made in lieu of notice:

- (a) Where the notice given is less than that required under Condition 7(c), but is one month or more before the start date of the next Series (as specified by the Teacher in accordance with Condition 3): 50% of the fees for the next Series;
- (b) Where the notice given is less than one month before the start of the next Series: 100% of the fees for the next Series.

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

If the Teacher stops lessons without giving the correct notice specified in Condition 7(c) above the Teacher shall refund any fees already paid for any lessons not given.

### **9. 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.

**10. 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 10(a) above.

**11. Communication between the parties**

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

**12. 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.