



## Terms & Conditions of Music Tuition



### 1. Lessons

The Teacher will give the lessons at the location specified overleaf, unless otherwise agreed prior to a lesson in writing. 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.

### 2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay for each lesson on or before the day of the lesson.

### 3. Missed lessons

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. This will be decided on a case-by-case basis. All student cancellations are subject to the room hire charges.

**3a. For lessons paid on a weekly P.A.Y.G. basis:** If the Teacher cancels a scheduled lesson, there will be no charge. If the student is sick, and less than 24 hours' notice to the scheduled lesson time is given, there will be a 50% charge for the lesson. If the student is sick, and less than 48 hours' notice to the scheduled lesson time is given, there will be a 25% charge for the lesson.

**3b. For lessons pre-paid in block-bookings:** If the Teacher cancels a scheduled lesson, a make-up credit will be given. If the student is sick a make-up credit will be given.

### 4. 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 applicable).

### 5. 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 of the signatories to this Agreement may terminate the Agreement by giving notice in writing to the other signatory. Such termination will take effect immediately, except that if a lesson is scheduled to take place within 48 hours of notice being given by the Pupil or the Pupil's parent or carer, that lesson must be paid for.

### 6. 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.

### 7. Communication between the parties

For the purposes of Conditions 1 and 3 written notice may be given on paper, by email, Business Facebook Messenger, or by SMS text message, provided that, in the case of an SMS text message, the recipient acknowledges receipt of the text. For the purposes of Conditions 5 and 8 any written notice, statement or agreement must be recorded on paper or by email (and not by SMS text message or Business Facebook Messenger).

### 8. 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 8(a) above.