

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 be designed to 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 Student.

The Student is to conform to their allotted time. Lesson times are concurrent and therefore the end time of one lesson is the start time of the next. Students are to respect the allotted time of the Students either side of their lesson time by **arriving at the allotted time and leaving promptly at the end of the lesson. Lessons are not transferrable.**

2. Payment of fees

The Student (or the Student's parent or guardian) will pay the fees for each Series **in full within 14 days** of receiving the invoice. In exceptional circumstances it may be possible to accept part payments. The preferred method of payment is by BACS using the details printed on the invoice.

3. Holidays

The Teacher will give written notice of (i) holiday breaks (when lessons will not be given) up to the start of the following Series; (ii) the date of the final lesson in the Series; and (iii) the start date of the following Series. Holiday breaks may occur partway through a Series.

Lessons will not take place on public holidays.

4. Missed lessons

Outside the holiday breaks notified to the Student (or the Student's parent or guardian) in accordance with Condition 3 above, the Teacher **will charge for any scheduled lessons which the Student does not attend**, unless the Teacher chooses not to do so because of exceptional circumstances. If the Teacher is obliged to cancel a scheduled lesson, the Student (or the Student's parent or guardian) may choose between (i) carrying the lesson forward to the following series; or (ii) receiving a replacement lesson.

5. Examinations, competitions and public performances

The Student will not be entered for any examination, competition or public performance without the prior consent of **both the Teacher and the Student** (or the Student's parent or guardian).

6. Termination of tuition

(a) This Agreement may be ended **by mutual consent** at any time by both signatories signing and dating a written statement to that effect.

(b) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory **at least one half term** (usually six weeks) before the end of a Series for the termination to take effect at the end of that Series. Termination by one signatory may 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 the Teacher will continue to provide lessons until the end of that Series.

7. Failure to give notice

Unless terminated under Condition 6 above, this Agreement shall continue from Series to Series. If the Student (or the Student's Parent or Guardian) fails to give full notice to terminate this Agreement in accordance with Condition 6(b) 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:

One half term's fees (usually six weeks).

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

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

8. Conduct

If the Teacher, using their reasonable discretion, feels unable to continue tuition on account of conduct by the Student or anyone connected with the Student which makes it unethical or unsafe to continue teaching the Student, the fees for any outstanding lessons will not be refundable.

9. 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 Student (or the Student's parent or guardian).

(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 Student (or any other Student) does not attend) this shall not mean that s/he must do so in future or that s/he waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.

10. 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.