

Agreement for private music tuition
For use where lessons are given on a
flexible or 'pay as you go' basis

Teacher

Name _____

Address _____

_____ Postcode _____

Telephone _____

Email _____

Pupil or (if the pupil is under 18)

Pupil's parent or carer

Name _____

Address _____

_____ Postcode _____

Telephone _____

Email _____

I (*the Teacher*) offer tuition to _____ (*Pupil*)

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

Signed (*Teacher*) _____
(*Member of the Incorporated Society of Musicians*)

Date _____

Tuition

Tuition will be given on a flexible basis, with the timing of lessons being agreed between the Teacher and the Pupil (or the Pupil's parent or carer) in advance of each lesson.

Length of lessons _____

Date of first lesson _____

Location of lessons _____

Fees

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

The Teacher may increase the tuition fees from time to time and will give written notice of such an increase to the Pupil (or the Pupil's parent or carer, where appropriate) at least one week prior to the increase taking effect.

Conditions

The Conditions set out on page 2 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' from the day after the date of this Agreement by giving written notice of cancellation to the Teacher. If the Pupil would like lessons to begin within the 14 day cancellation period, the Pupil (or parent or carer) must provide the Teacher with written confirmation of this. If the Agreement is then cancelled within the 14 day cancellation period, the Pupil is required to pay the fees for any lessons delivered and any other fees paid to the Teacher will be refunded.

Once the 14 day cancellation period has expired, the Agreement will remain in force continuously unless terminated in accordance with Condition 5 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 care*)

Conditions of music tuition

1. Lessons

The Teacher will give the lessons at the location specified overleaf. 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. 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.

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 signatory 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 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).

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.

9. 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.