

## **T3 – Terms and Conditions for Online Teaching (under 18)** **(for self-employed teachers)**

These terms and conditions (hereinafter referred to as the **Agreement**) are made on \_\_\_\_\_ and will continue until terminated in accordance with 1.5 below.

**Between** \_\_\_\_\_ (the “**Teacher**”)

of

who may be contacted on

and

**AND** \_\_\_\_\_ (hereinafter referred to as the “**Guardian**”)

of

who may be contacted on

and

providing lessons for \_\_\_\_\_ (the “**Student**”)

### **1. Whereby it is Agreed**

- 1.1 The Teacher will provide \_\_\_\_\_ lessons lasting \_\_\_\_\_ minutes every \_\_\_\_\_ via an agreed online teaching platform.
- 1.2 The Teacher will provide an agreed schedule of lessons detailing dates and times prior to lessons commencing. The dates and times of the lessons may be changed if both the Teacher and Guardian agree.
- 1.3 The fee per lesson is £ \_\_\_\_\_
- 1.4 This agreement relates to a block booking of \_\_\_\_\_ lessons for the Period itemised above, payable in full and in advance on receipt of an invoice from the Teacher. Late payment may result in a delay to lessons starting.
- 1.5 This Agreement shall continue until terminated by either Party giving to the other not less than \_\_\_\_\_ notice in writing.
- 1.6 The Teacher may from time to time review the agreed rate for tuition. The Teacher shall give the Guardian not less than \_\_\_\_\_ weeks’ written notice of any increase in rates.

### **2. Cooling off Period**

- 2.1 The Guardian has a legal right to cancel this Agreement and receive a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013) during the ‘cooling off period’ which starts from the date of this agreement and ends 14 days later. To cancel the agreement, the Guardian should let the Teacher know by email that he/she has decided to cancel. The Teacher will confirm receipt of this email and arrange a refund for lessons not received. Reimbursement will be made using the same means of payment for the initial transaction, unless agreed otherwise.

### **3. General**

- 3.1 The Guardian is responsible for ensuring that the Student is available for the arranged online lesson as confirmed by email between the Teacher and Guardian. Delays or interruptions (for which the Student or Guardian is responsible) encroaching into this time will be considered as time provided.

- 3.2 If no notice to discontinue lessons has been served as above and the Student fails to attend an arranged online lesson according to the Schedule provided by the Teacher (or as subsequently confirmed by email between the Teacher and Guardian), fees for that lesson remain payable and no refund of any fees paid in advance will be given.
- 3.3 Should a lesson be missed by the Teacher for whatever reason, the Teacher will either provide a replacement lesson at an agreed time or issue a credit note.
- 3.4 Extra lessons may be scheduled at any other time by mutual agreement and at a cost agreed between the Guardian and Teacher.
- 3.5 The Guardian and Student undertake not to make unlawful photocopies of music.
- 3.6 Examination entries, festivals, competitions or similar activities or events, will only be entered if the Guardian (in consultation with the Student) and Teacher agree. Any entry fees will be paid for by the Guardian. (See note 1 below)
- 3.7 The Guardian is responsible for informing the Teacher of any medical, health or other such condition(s) which may affect the online learning experience and interaction.
- 3.8 The Teacher and Guardian agree to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy, and GDPR.
- 3.9 Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by pandemic, any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.

#### **4. Space and Equipment**

- 4.1 The Guardian is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by the Teacher.
- 4.2 The Teacher is not responsible for the loan of any equipment (e.g., instruments, cameras, computers, etc.) or materials (e.g., sheet music) unless agreed in advance.
- 4.3 The Guardian is responsible for ensuring that the online teaching platform recommended by the Teacher is installed and ready for use prior to the commencement of lessons. All technical issues should be referred to the software/platform provider.
- 4.4 Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.
- 4.5 The Teacher is not liable for any technical faults (e.g., insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems, etc.), failures of or damage of equipment used at the Guardian's/ Student's premises or elsewhere for the purposes of receiving online teaching and will not be required to make up any lost teaching time caused by such faults, failures or damage. Moving equipment in order to enhance the quality of video/audio is done at the Guardian's/Student's risk.
- 4.6 The Guardian is responsible for the insurance of the Student's instrument and all equipment used by the Student for online teaching.

#### **5. Safeguarding**

- 5.1 Lessons must not be recorded by either party unless there is a prior agreement for this. If recordings are made, they must not be shared with third parties or uploaded to social media.
- 5.2 The online teaching platform must not be used by the parties for any other purpose than teaching, e.g., sharing photos or general messaging.
- 5.3 Where possible the Guardian should assist the Student in limiting their profile within the online teaching app, using settings and preferences to maximise privacy. The Teacher will commit to doing the same.
- 5.4 All communications regarding missed or cancelled lessons must be between the Guardian and Teacher. Under no circumstances should the Student contact the Teacher directly.
- 5.5 For the purposes of confidentiality and privacy, all communications between the Guardian and Teacher should be via email. [Communication by telephone should only take place where necessary due to urgency e.g., unavoidable last-minute cancellations].
- 5.6 Any defamatory, offensive or illegal material aired online by the Student, or inappropriate behaviour by the Student, will result in the immediate termination of the lesson. In this instance, the Teacher reserves the right to withdraw entirely from this agreement with immediate effect. Fees paid will not be refunded.
- 5.7 Both the Teacher and Student must dress appropriately for the online lesson.

**5.8** Both Teacher and Student should present against a neat and tidy background when using video.

**5.9** The Teacher agrees to comply with the MU's safeguarding advice in relation to online teaching. Current advice is available on the MU's website.

**5.10** The Teacher has a current DBS or Disclosure Scotland certificate.

**Note 1:** 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.

**I hereby agree to the terms of this Agreement and authorise the Teacher named above to provide online tuition to the Student until termination of this agreement.**

Signed by Guardian

Date

Name