

T5 – Substitution Agreement for Instrumental Teaching

Parties to this Agreement:

The Tutor:

Address

The Substitute:

Address

For tuition at the School

Contact for the School

1. Whereby it is agreed

1.1 Parental consent

Prior to commencing tuition, the Tutor shall ensure that consent to provide tuition has been obtained from each parent or guardian for each student receiving tuition from the Substitute.

1.2 Term dates

The Substitute agrees to provide instrumental teaching at the School on a weekly basis according to the following schedule:

Term 1 to

Term 2 to

Term 3 to

Further dates

1.3 Working with the school

- a) The Substitute will liaise with the music coordinator, on all matters relating to timetabling, room allocation, and pupil support.
- b) The Substitute will liaise with the school's designated safeguarding lead (DSL), on all matters relating to pupil welfare.
- c) The Substitute will comply with the school's policies and procedures in relation to safeguarding, health and safety, and other statutory policies.
- d) The Substitute will provide personal information to the School to enable an Enhanced DBS check to be completed.

2. Personal taxation

2.1 The Substitute is self-employed and is responsible for their own taxes and National Insurance.

2.2 The Substitute is responsible for all expenses incurred in the delivery of tuition at the School.

3. Payment

3.1 The Substitute will submit an invoice each month for work delivered in the previous month. The Substitute will not claim for additional hours unless agreed in writing with the Tutor.

3.2 The Substitute reserves the right to submit an invoice for tuition if the pupil fails to attend his/her lesson as arranged, unless notice is given allowing time to adjust the Substitute's schedule.

3.3 The Substitute will notify the Tutor providing 24 hours' notice if they are unable to attend school due to illness.

4. Insurance and liability

- 4.1 The Substitute confirms that they have Public Liability Insurance, Professional Indemnity, instrument insurance, and personal accident cover and shall provide evidence of the same to the Tutor on request.
- 4.2 The Substitute hereby indemnifies the Tutor against all claims, liabilities, and expenses arising from the Substitute's actions or omissions in the course of carrying out this assignment, including but not limited to legal fees, claims by the School or third parties, and consequential losses.

5. Curriculum

- 5.1 The Substitute understands that they are responsible for curriculum and lesson planning in response to pupil needs and aspirations.
- 5.2 The Substitute will liaise with the Tutor regarding pupil exams and provide an update (written or verbal) on pupil progress.
- 5.3 All enquiries from pupils, parents, and other communications will be referred to the Tutor.
- 5.4 The Substitute will provide their own equipment and teaching resources.

6. Confidentiality

- 6.1 Both parties agree to maintain the confidentiality of all student records and any sensitive information shared during the course of this substitution. This includes, but is not limited to, academic performance, personal circumstances, and any other information designated confidential by the School.
- 6.2 The Substitute acknowledges that any information obtained during the course of teaching at the School is strictly confidential and shall not be disclosed to any third party without prior written consent from the School administration or the student's parent/guardian.
- 6.3 Furthermore, the Substitute agrees not to disclose any confidential information obtained during the term of this agreement for any purpose other than the fulfilment of teaching duties at the School.
- 6.4 This confidentiality obligation shall survive the termination of this agreement.

7. Emergency contact information

- 7.1 Both parties agree to provide up-to-date emergency contact information for communication purposes during teaching sessions at the School.
- 7.2 The Substitute shall provide the School administration with accurate and current emergency contact details, including phone numbers and email addresses, for immediate communication in the event of an emergency or unforeseen circumstance.
- 7.3 Both parties acknowledge the importance of maintaining open lines of communication in emergency situations and agree to promptly update each other with any changes to their contact information.
- 7.4 This emergency contact information shall remain confidential and shall only be used for emergency communication purposes.

8. Intellectual Property

- 8.1 The Substitute shall retain all intellectual property rights to any materials created or produced in support of lessons provided at the School.
- 8.2 This includes, but is not limited to, lesson plans, teaching materials, worksheets, presentations, and any other instructional resources developed by the Substitute for the purpose of delivering tuition.

9. Termination

- 9.1 This agreement may be terminated by either Party giving to the other Party at least four weeks' notice in writing.
- 9.2 Either Party reserves the right to terminate this Agreement without notice if either Party:
 - a) has breached any term of this Agreement which (in the case if a breach capable of being remedied) has not been remedied with 14 days of receipt by the other Party of a written notice
 - b) has acted in any manner which either Party considers (on a reasonable and informed basis) to have brought or is likely to bring either Party into disrepute

- c) has acted negligently in the performance of this Assignment
- d) has a bankruptcy order made against them or makes any arrangement with creditors or has an interim order made against them
- e) has committed an offence under the Bribery Act 2010 or fails to comply with any obligations provided under the Modern Slavery Act 2015

9.3 The Substitute agrees to indemnify the Tutor for all costs, including legal costs incurred by the Tutor in, or associated with, enforcing the terms of this Agreement arising as a result of the Substitute's default of this Agreement.

10. Legal Jurisdiction Clause

10.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any dispute, controversy, or claim arising out of or relating to this agreement, including its formation, interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Agreement and Acceptance

11.1 By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions outlined in this agreement.

Signed:

Signed by
The **Tutor**

Date

Name

Signed by
The **Substitute**

Date

Name