

T1 – Terms and Conditions for Private 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 1.4 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 _____ at _____ (hereinafter referred to as the “Premises”).
- 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 £ _____ payable by means of _____ either:
 - a) in advance for a series of lessons – payable in full on receipt of an invoice from the Teacher. Late payment may result in a delay to lessons starting;
 - b) at the end of each lesson,
 - c)
- 1.4 This Agreement shall continue until terminated by either Party giving to the other not less than notice in writing. The Guardian is requested to complete the Cancellation Form as set out below.
- 1.5 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 lesson as confirmed by email between the Teacher and Guardian. Delays or interruptions (for which either the Guardian or Student 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 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 learning experience and interaction.
- 3.8 The Guardian and Teacher 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 Teacher is not responsible for the loan of any equipment (e.g., instruments, computers, etc.) or materials (e.g., sheet music) unless agreed in advance.
- 4.2 Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.
- 4.3 The Teacher is not liable for any technical faults, failures or damages of equipment used at the Guardian's/Student's premises or elsewhere for the purposes of receiving teaching and will not be required to make up any lost teaching time caused by such faults, failures or damages.
- 4.4 The Guardian is responsible for the insurance of the Student's instrument and all equipment used by the Student.

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 (this includes videos and photographs).
- 5.2 All communications regarding missed or cancelled lessons must be between the Guardian and Teacher. Under no circumstances should the Student contact the Teacher directly or vice versa.
- 5.3 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.
- 5.4 Any defamatory, offensive or illegal material aired online and/or via social media by the Student or Guardian, or inappropriate behaviour by the Student or Guardian, will result in the immediate termination of lessons. What constitutes such behaviour will be determined in the reasonable opinion of the Teacher. In this instance, the Teacher reserves the right to withdraw entirely from this Agreement with immediate effect. Fees paid will not be refunded.
- 5.5 The Guardian may, if they wish, be present during the lesson if agreement is given by the Teacher.
- 5.6 The Teacher agrees to comply with the MU's safeguarding advice in relation to instrumental music teaching. Information is available on the MU's website.
- 5.7 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.

Medical Emergencies

I agree that, in the event of a medical emergency, the Teacher is authorised to seek professional medical care.

I am aware that the NHS advises the following:

- a** Young people aged 16 or over are entitled to consent to their own treatment. This can be overruled in exceptional circumstances.
- b** Children under the age of 16 can consent to their own treatment if they are believed to have enough intelligence, competence and understanding to fully appreciate what's involved in their treatment (known as being Gillick competent).

For further details, please refer to the NHS guide 'Children and young people – consent to treatment' at www.nhs.uk.

IMPORTANT INFORMATION

The Student has the following medical, health, or other such condition(s) and is currently receiving medication as itemised:

Medical Condition	Treatment / Medication
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The Student is allergic to the following:

Declaration

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

EMERGENCY CONTACT NUMBERS

In the event of an emergency, medical or otherwise, please contact:

Name	Contact Number	Relationship to Student

I understand the Teacher is not a first aider and I consent to the Teacher treating the Student in whatever way, mentally and physically that they consider common sense and in the best interests of the Student.

I also consent to the Student being treated by any medical professionals called by the Teacher.

Signed by Guardian

Date

Name

Cancellation Form

TO

Address

Phone number

Email address

I hereby give notice that I wish to cancel the contract of sale for the supply of music lessons
ordered on

Student's name

Guardian's name

Address

Signed by Guardian

Date