

# **T1A – Terms and Conditions for Private Teaching (Adult)**

## **(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 “**Student**”)

of

who may be contacted on

and

### **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 Student 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; or
- 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.

1.5 The Teacher may from time to time review the agreed rate for tuition. The Teacher shall give the Student not less than weeks' written notice of any increase in rates.

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

2.1 The Student 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 Student 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 Student is responsible for attending the arranged lesson as confirmed by the Teacher. Delays or interruptions (for which the 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 Student), 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 Student and Teacher.
- 3.5 The Student agrees not to make unlawful photocopies of music.
- 3.6 Examination entries, festivals, competitions or similar activities or events, will only be entered if the Student and Teacher agree. Any entry fees will be paid for by the Student (See note 1 below).
- 3.7 The Student is responsible for informing the Teacher of any medical condition(s) which may affect the learning experience and interaction.
- 3.8 The Student 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 Student's premises or elsewhere for the purposes of receiving tuition and will not be required to make up any lost teaching time caused by such faults, failures or damages.
- 4.4 The Student is responsible for the insurance of their own 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 Student and Teacher direct.
- 5.3 For the purposes of confidentiality and privacy, all communications between the Student and Teacher should be via email.
- 5.4 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. 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 Teacher agrees to comply with the MU's safeguarding advice in relation to instrumental music teaching. Current advice is available on the MU's website.
- 5.6 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.**

Signed by Student

Date

Name