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AGREEMENT  
FOR MUSIC TEACHING SERVICES

<<NAME OF COMPANY>> MUSIC TEACHER>>

**THIS AGREEMENT** is dated

day of

**BETWEEN:**

- (1) <<Name of Music Teacher>> whose registered office and place of business is <<Address>> (referred to below as the "Company") which is to provide the following services to the Student;
- (2) [<<Name of Parent/Guardian>> who is the Parent or "You" of the Student who is under the age of 18>>]

Company registered in <<Country of Origin>> whose registered office and place of business is <<Address>> (referred to below as the "Company") which is to provide the following services to the Student; and

<<Name of Parent/Guardian>> who is the Parent or "You" of the Student who is under the age of 18>> of <<Address>> (referred to below as "Parent/Guardian" or "You") of the Student who is under 18>>]

**OR**

[<<Name of Student if aged 18 or over>> (referred to below as "the Student" or "You")].

<<Address>> (referred to below as "the Student" or "You")].

**1. Definitions and Interpretation**

1.1 In this Agreement the following expressions have the following meanings:

otherwise requires, the following meanings:

**"Business"**

any trade, craft, or profession carried on by the Company or any other person/organisation;

**"Consumer"**

any individual as defined by the Consumer Protection Act 1986 in relation to this Agreement who is not an individual Student [and his/her parent or guardian] who receives or uses services from the Company for more Lessons for the individual Student and for purposes wholly or partly for the private purposes of any Business;

**"Fee"**

the charge for each Lesson (including any charge for travel time to Your Premises) which is payable by the Student or the Parent/Guardian in accordance with the agreement is £<<insert amount>> per hour, non-refundable;

**"Instrument"**

the type of musical instrument, e.g., piano, guitar, violin, cello, clarinet, flute, etc.;

**"Lesson"**

one lesson of <<insert number e.g. 45, minutes>> that We provide for the Student on

**"Our Premises"**

any premises where We provide any Lesson to the Student at Our premises at [Our above address>>] but in Clause 2.17 it is referred to as "Our premises" as defined in the

**"Parent/Guardian"**

the Parent or guardian of the Student where the Student is under the age of 18;

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**“Regulations”**

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**“Student”**

who is to receive any Lesson;

**“Teacher”**

teacher, including any person/s set out in the Schedule, engaged from time to time to provide any Lesson to the Student;

**“Us/We/Our”**

**“You/Your”**

or where the Student is under the age of 18 means the Parent/Guardian; and

**“Your Premises”**

address in the case of any Lesson provided by Us with You that We are to provide at that address.

1.2 Unless the context

reference in this Agreement to:

1.2.1 “this Agreement”

this Agreement; [and]

1.2.2 a “Clause of this Agreement”

reference to a Clause or sub-Clause of

1.2.3 [the Schedule of this Agreement]

this Agreement and it will form part

1.3 The headings used shall not affect the interpretation

for convenience only and shall not

1.4 Any reference to “We” includes the Company, where the context permits or requires pursuant to this Agreement

the “Company”, where the context permits or requires acting on behalf of the Company

1.5 Words signifying the plural shall include the plural and vice versa.

include the plural and vice versa.

1.6 References to any gender shall include the other gender.

other gender.

## 2. Booking, Timing and Cancellation

## 2. Booking and Consumer Rights

2.1 Any time/date slot for a Lesson booked by You at any date/time that becomes a firm booking as follows.

availability. We will advise You of any time/date slot for a Lesson booked by You at any date/time that becomes a firm booking as follows.

2.2 If You ask to book a Lesson at a particular time/date slot/s, Your request will only become a firm booking if We accept it in accordance with our booking policy.

Lessons for any particular date/time slot/s. We will advise You of any time/date slot for a Lesson booked by You at any date/time that becomes a firm booking as follows.

2.3 If and when We accept Your booking, there will from the time of acceptance be a binding contract between You and Us.

[text message] [email] [letter]) Your offer to book a Lesson at a particular time/date slot/s and You pay for it/them, (any sooner) be a binding contract between You and Us, except as follows.

2.4 If We specifically agree to book a Lesson at a particular time/date slot/s, that Lesson may be paid for at the beginning of the Lesson rather than at the time We accept a booking for it,

one or more particular Lessons to be booked that each Lesson may be paid for at the beginning of the Lesson rather than at the time We accept a booking for it,

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**OR** [<<insert period>>]  
We will refund to You the Fee in advance for that Lesson or, if when You cancel You ask Us to substitute Lesson on a date which falls within the <<insert period>> week period after the date of the cancelled Lesson and in Our reasonable discretion We decide to accept the substitution booking, We will instead keep the Fee as payment for the Lesson.

If You do not give Us prior notice as in second line of this Clause 2.12>> prior notice, or if You do give such notice but We are not entitled to charge You for any net financial loss that We incur by cancellation but that charge will be limited to the amount of the Fee You paid in advance for that Lesson. We will be entitled to deduct that charge from the Fee You paid in advance for the Lesson and We shall refund any balance to You.

**OR**

[Once a Lesson is booked for the date booked for the Lesson, if You cancel a Lesson for any reason, then [irrespective of how many weeks prior to the Lesson You give Us of the cancellation,] We shall be entitled to charge You for any net financial loss that We incur by cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and We shall refund any balance to You.]

Calculation of net financial loss for a Lesson incurred by Us shall be the amount of the Fee less any amount saved by Us, and less any amount received by Us from the Student.

2.13 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You are unable to attend a Lesson, You may cancel a Lesson at least <<insert period>> prior to the Lesson. We may, in Our discretion decide whether to accept the cancellation and we are entitled to make a charge for late cancellation that We agree to waive such a charge on one or more occasions even if the same occurs on any other occasion.

2.14 We may cancel a Lesson before its time/date slot in the following circumstances:

- 2.14.1 There is no one available to Us to teach the Student (and/or, if the Student is not available to attend the Lesson) on the date and at the time concerned.
- 2.14.2 An event of force majeure occurs and continues for more than 48 hours.
- 2.14.3 We find that the Student is not "Consumers" (as defined in Clause 1 above).

If We cancel a Lesson, We will refund to You in full the payment for that Lesson or, if when We cancel You ask to substitute Lesson and in Our discretion We decide to accept the substitution booking, We will instead keep the Fee as payment for the Lesson.

prior notice. In that event: either We will refund to You in advance for that Lesson or, if when You cancel You ask Us to substitute Lesson on a date which falls within the <<insert period>> week period after the date of the cancelled Lesson and in Our reasonable discretion We decide to accept the substitution booking, We will instead keep the Fee as payment for the Lesson.

the period as in second line of this Clause 2.12>> prior notice, or if You do give such notice but We are not entitled to charge You for any net financial loss that We incur by cancellation but that charge will be limited to the amount of the Fee You paid in advance for that Lesson. We will be entitled to deduct that charge from the Fee You paid in advance for the Lesson and We shall refund any balance to You.]

cancel it without charge [unless the <<insert number>> weeks after the date of the booking,] a Lesson for any reason, then [irrespective of how many weeks prior to the Lesson You give Us of the cancellation,] We shall be entitled to charge You for any net financial loss that We incur by cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and We shall refund any balance to You.]

account of any time for preparation for a Lesson, travel time and/or cost incurred or received by Us of the Fee.

including, but not limited to, illness, accidents and bereavement, You are unable to attend a Lesson [without giving Us prior notice of at least <<insert period>> prior to the Lesson] and in Our discretion We may decide whether to accept the cancellation and we are entitled to make a charge for late cancellation that We agree to waive such a charge on one or more occasions even if the same occurs on any other occasion.

time before its time/date slot in the following circumstances:

2.14.1 There is no one available to Us to teach the Student (and/or, if the Student is not available to attend the Lesson) on the date and at the time concerned.

2.14.2 An event of force majeure occurs and continues for more than 48 hours.

2.14.3 We find that the Student is not "Consumers" (as defined in Clause 1 above).

If We cancel a Lesson, We will refund to You in full the payment for that Lesson or, if when We cancel You ask to substitute Lesson and in Our discretion We decide to accept the substitution booking, We will instead keep the Fee as payment for the Lesson.

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2.15 We will use all reasonable endeavours to start each Lesson at its scheduled start time, but the start time may be subject to an overrun of a previous Lesson or by other circumstances. If the start time is at least <<insert time period e.g. 15 minutes>>, or, if the start time is later than that time, You may cancel the Lesson and We will refund the Fee paid for that Lesson unless You rebook that Lesson for another time/date in which case We will keep the Fee as payment for the rebooked Lesson.

2.16 We may immediately terminate the Lesson if the Student's conduct is in Our reasonable opinion in breach of this Agreement. You will not be refunded for a Lesson started but not completed in such circumstances. Any other Lessons booked and paid for by You have yet to be taken. If You terminate the Lesson after that termination, and in that case We will refund the Fee for the remaining number of booked Lessons in the series.

2.17 Where the contract is made outside Our Premises, the Regulations give You the right to cancel this sub-Clause 2.17, and they will be in addition to the above provisions of this Clause 2. You may for any reason cancel a Lesson during the 14 day period after We accept a booking which includes any Lesson on a date which is before the start of the 14 day period, and if You have expressly requested Us to provide the Lesson and We do so, You may not cancel the Lesson and You must pay for it in accordance with Our standard Fee. If You only cancel any other Lesson(s) covered by that booking, You must confirm this in writing. If You cancel as allowed by this Sub-Clause 2.17, You must confirm this in writing. If You have made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation provided that is covered by the above provisions of this Clause.

### 3. Fees and Payment

3.1 You must pay the standard Fee for each Lesson. We fully and correctly provide to You the standard Fee for each Lesson.

3.2 [If at any one time You book a series of Lessons, e.g. 4 or more Lessons in advance (whether or not as a single series), We will discount the standard Fee by <<insert amount which is e.g. 90%>> for each of those Lessons, i.e. the Fee for each such Lesson will be <<insert amount which is e.g. 90%>> of the standard Fee.]

3.3 The amount of standard Fee may change from time to time but We will try to give You as much notice as possible of any such changes, and in any event not less than 14 days before the change. Any increase will only apply to bookings made after the date of the increase; it will not apply to any Lessons previously booked.

3.4 You may pay Us for the following methods:

- 3.4.1 <<Insert method>>
- 3.4.2 <<Insert Method>>
- 3.4.3 <<Insert method>>

- 3.4.4 <<Insert me... k Transfer>>
- 3.4.5 <<Insert Ad...
- 3.5 All prices of Lesson... ent or notified to You from time to time are inclusive of... on amounts payable for Lessons.
- 4. Eligibility to Receive Les...**
- 4.1 We only make Les... (as defined in Clause 1 above), and Your... ment will be deemed to be Your confirmation that Yo... e a "Consumer" in connection with any request(s) by Y... any time We find that You or the Student are not a... without liability to You cancel this Agreement forthwith... llation notice and the Student will not then be entitled... If at the time of such cancellation You have paid for... e to be given, We will refund You the Fees for those L...
- 4.2 Signature by the S... t (i.e. where no Parent/Guardian signs it), will be c... confirmation that he/she is aged <<18>> or over. W... g reasonably, be entitled to delay accepting his/her r... son/s if We request within 7 days after the date of... e Student should provide proper evidence that he/sh... r. Where he/she does not provide such evidence or d... ys of Our request, We may cancel this Agreement fort... any time after expiry of that 7 day period.
- 5. Miscellaneous**
- The following, amongst oth... in the Schedule:
- 5.1 Attendance
- 5.2 Punctuality
- 5.3 Provision of Instrum...
- 5.4 Loan of Instruments
- 5.5 Homework Assignm...
- 5.6 Practice
- 5.7 Our commitment
- 5.8 Parent/Guardian's i...
- 5.9 Examination entries...
- 6. Health and Safety, Profes...**
- The following applies when...
- 6.1 You give Us permis... tudent is under 18
- 6.2 Where a Lesson ta... competitions or festivals.
- DBS etc**
- The following applies when...
- 6.1 You give Us permis... e age of 18:
- 6.2 Where a Lesson ta... cher to teach the Student.
- ises, the Student must either be accompanied by h... or some other responsible adult nominated by the... the Parent/Guardian must be contactable by Us b... duration of each Lesson. Where a Lesson takes plac... that Parent/Guardian or another responsible adult m... throughout the Lesson.

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6.3 In the interests of the Student, You must inform Us before he/she attends any Lesson if there is any other condition affecting the Student which might be or be likely to affect his/her ability to attend that Lesson.

6.4 If You do not tell Us of any such condition, then, if We then discover that the Student is unable to attend or the remainder of the Lesson, We may, at our discretion, treat any such Lessons as cancelled and make a charge to You. The provisions of Clause 2.12 above will then apply.

6.5 We will ensure that the Student, We receive an enhanced check for the Student, which does not contain anything that We consider would render the Student an inappropriate person to provide a Lesson.

The following applies whether the Student is under the age of 18:

6.6 We will not be responsible for the safety of any minor at Our or Your Premises (other than the Premises where the Lesson is taking place).

6.7 We will be responsible for ensuring that the Teacher that We provide will be a member of the Music Union (MU) and that the Teacher will abide by the MU's Code of Conduct. The MU's address is 60-62 Clarendon Road, London W9 0JJ.]

6.8 [We will [on request] provide You with details of the following references as to [each of] the Teacher[s] ability and experience in teaching:

6.8.1 At least <insert details of the Teacher[s] ability and experience in teaching the Instrument>

6.8.2 Evidence of the Teacher[s] qualifications: [a <insert type of qualification>] [University] OR [<insert type of qualification>] [and that the Teacher[s] of the following organisation[s]: <insert details of the organisation[s]>]

## 7. Rules

7.1 We do not permit You to:

7.1.1 smoke any tobacco or use any other substance which produces smoke or vapour;

7.1.2 be accompanied by any child, or except as stated in Clause 6, by any other person;

7.1.3 bring any animal, other than a guide dog, into the Premises. If the Teacher is a guide dog, You should inform Us of this in advance of the Lesson.

7.2 Students must not use any mobile phone, tablet or other electronic device in Lessons except for any audio/video recording. Any such device may be used specifically to record a Lesson or to make any photocopies of any sheet music.

7.3 Neither You nor the Student may use any mobile phone, tablet or other electronic device in Lessons except for any audio/video recording. Any such device may be used specifically to record a Lesson or to make any photocopies of any sheet music.

7.4 If You or the Student breach any of these requirements, We may cancel the Lesson and/or charge You an amount or other amount.

You must inform Us before he/she attends any Lesson if there is any other condition affecting the Student which might be or be likely to affect his/her ability to attend that Lesson.

anything referred to in sub-Clause 6.3. We may, at our discretion, reasonably, decide not to provide that Lesson, and to treat any such Lessons as cancelled and make a charge to You. The provisions of Clause 2.12 above will then apply.

provides the first Lesson to the Student, We receive an enhanced check for the Student, which does not contain anything that We consider would render the Student an inappropriate person to provide a Lesson.

under the age of 18:

safety of any minor at Our or Your Premises (other than the Premises where the Lesson is taking place).

Teacher that We provide will be a member of the Music Union (MU) and that the Teacher will abide by the MU's Code of Conduct. The MU's address is 60-62 Clarendon Road, London W9 0JJ.]

You book any Lessons:

references as to [each of] the Teacher[s] ability and experience in teaching

the Teacher[s]. We confirm that any Teacher[s] will hold the following qualifications: [a <insert type of qualification>] [University] OR [<insert type of qualification>] [and that the Teacher[s] of the following organisation[s]: <insert details of the organisation[s]>]



## 8. Events Beyond Our Reasonable Control

- 8.1 We will not be liable for any loss or damage that You or the Student may suffer as a result of Our failure to perform Our obligations under this Agreement, including Our failure to provide the facilities, non-performance by Our suppliers, any law of government or public authority, act of god, or any other event or circumstance that is beyond Our control.
- 8.2 If any event described in 8.1 occurs that is likely to adversely affect Our performance under the contract, We will try to inform You as soon as possible, Our obligations will be suspended and any Lessons are bound by will be extended accordingly. We will provide details of any new dates, times and dates of Lessons as necessary. You may, without liability to Us, cancel any Lessons which do not take place due to that event, and We will refund any fees that You have paid to Us for the cancelled Lesson(s).

## 9. Limitation of Liability

- 9.1 We will be responsible for any loss or damage that You or the Student may suffer as a result of Our negligence. Loss or damage is foreseeable if it is a result of Our or a Teacher's breach or negligence or if it is a result of Our negligence and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide all Lessons for his/her and Your personal and private use/purpose only and do not warrant to You or the Student for any loss of profit, loss of business or for any loss of business opportunity.
- 9.3 Whilst We will use our best efforts to ensure that the Student makes satisfactory progress, we do not warrant student to student depending on various factors, including the Student's aptitude, number and frequency of Lessons, type and content of Lessons, and the results achieved by the Student, and the results achieved by the Student cannot be guaranteed, and We make no warranty that any particular result will be brought about as a result of the Student taking part in any Lesson as a regular practice as advised by Us. It is a prerequisite of the Student's participation in any Lesson that the Student must bring any valuables on to Our Premises, We do not undertake to provide any storage place for them. The Student's own risk except where the loss or damage is caused by a negligent act by Us or a Teacher. We will not be responsible for any loss or damage to Your or the Student's personal belongings or to any other student, guest or visitor to Our Premises even if they leave or store them in any place at Our premises that we suggest or asks You to use. We do not undertake to keep Your personal belongings or household effects at Your Premises, or Your/Our Premises, and any loss of or damage to them will be at the risk of the Student.
- 9.4 If You or the Student bring any valuables on to Our Premises, We do not undertake to provide any storage place for them. The Student's own risk except where the loss or damage is caused by a negligent act by Us or a Teacher. We will not be responsible for any loss or damage to Your or the Student's personal belongings or to any other student, guest or visitor to Our Premises even if they leave or store them in any place at Our premises that we suggest or asks You to use. We do not undertake to keep Your personal belongings or household effects at Your Premises, or Your/Our Premises, and any loss of or damage to them will be at the risk of the Student.
- 9.5 If a Lesson takes place at Our Premises, or Your/Our Premises, and any loss of or damage to them will be at the risk of the Student.

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Your and the Student's loss or damage, whether it is due to any deliberate or negligent act or omission of the Teacher.

9.6 You will be responsible for any loss or damage to the Instrument which You or the Student provide, whether it is at Your Premises or Otherwise.

9.7 Nothing in this Agreement will exclude or limit Our liability for death or personal injury caused by or arising from a Teacher's negligence or fraud or fraudulent misrepresentation.

9.8 Furthermore, if You are a "consumer" as defined by the Consumer Rights Act 2015, this Agreement is intended to or may affect any of Our duties or obligations to You or Our liability to You.

9.8.1 the Consumer Protection (E-commerce) Regulations 2011;

9.8.2 the Regulation of Consumer Credit Regulations 2006;

9.8.3 the Consumer Credit Act 1974;

9.8.4 any other consumer protection legislation;

as that legislation may be amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau.

where such loss or damage is due to the negligence or fraud of the Teacher.

Instrument (i.e. the Instrument which You or the Student provide, whether it is at Your Premises or Otherwise).

will exclude or limit Our liability for death or personal injury caused by or arising from a Teacher's negligence or fraud or fraudulent misrepresentation.

the "consumers" as defined by the Consumer Rights Act 2015 for the purposes of any other legislation. This Agreement is intended to or may affect any of Our duties or obligations to You or Our liability to You.

or

ation;

is amended from time to time.

legal rights, please refer to Your local Citizens' Advice Bureau.

## 10. Status and Authority of the Teacher

10.1 No Teacher is authorised to enter into this Agreement on Our behalf. Only [one of] Our directors [or our company secretary] may validly do so.

10.2 If any Teacher in the course of the performance of his or her duties provide, or does provide, music lessons or tuition to the Student or You, We will not be responsible for any act or omission of that Teacher in connection with such agreement, arrangement or arrangement.

10.3 We will be responsible for any act or omission of a Teacher in connection with such agreement, arrangement or arrangement.

10.4 Your contract for a music lesson or tuition is with Us and not with the Teacher.

10.5 Each of Our Teachers is either a self-employed individual or is Our employee [and is not employed by Us] OR [a self-employed individual or is Our employee] who is not employed by Us.

to this Agreement on Our behalf. Only [one of] Our directors [or our company secretary] may validly do so.

own behalf agrees or arranges to provide, or does provide, music lessons or tuition to the Student or You, You or the Student for any act or omission of that Teacher in connection with such agreement, arrangement or arrangement.

and the Student for a Teacher's acts or omissions as set out in this Agreement.

ded under this Agreement will be with Us and not with the Teacher.

f-employed individual or is Our employee [and is not employed by Us] OR [a self-employed individual or is Our employee] who is not employed by Us.

## 11. Changes to terms and conditions

We may from time to time change the terms and conditions of this Agreement without giving You notice, as soon as is reasonably practicable.

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nd conditions of this Agreement without giving You notice, as soon as is reasonably practicable.

## 12. How We use Your and the Student's personal information (Data Protection)

For complete details of Our data protection policy, including but not limited to the legal basis or bases for using Your and the Student's personal information, please refer to Our Data Protection Policy.

## 12. How We use Your and the Student's personal information (Data Protection)

storage, and retention of personal information, including but not limited to the legal basis or bases for using Your and the Student's rights and how to exercise them.

exercise them, and persons to whom they are applicable), please refer to Our Privacy Notice [available at <location>>] **OR** [attached in the Schedule].

### 13. Regulations

We are required by the Regulations to make certain information available to You as part of the process of making My contract with You (i.e. before We make a booking with You). This information is already apparent from the information itself either in this Agreement for You to see, or in the information available to You before We accept Your request to make a booking. This information will, as required by the Regulations, be part of the terms of My contract with You as a Consumer.

### 14. Information

As required by the Regulations, we will provide You with the following information:

14.1 all of the information that we are required to provide to You by the Regulations; and

14.2 any other information that we have available to Us about any Lessons or Us and Our business which we think may be helpful to You when deciding to make a booking with Us for Lessons,

which will be part of the terms of My contract with You as a Consumer.

### 15. Complaints

We always welcome feedback from You and we endeavour to ensure that Your experience with Us is a positive one. We nevertheless accept that there may be a cause for complaint. If You have any complaint about any Lesson/s or any other complaint about Us, please contact Us at Our Premises or by contacting Us at the following address:

At least We always use all reasonable steps to ensure that Your experience as Our customer is a positive one. You if You or the Student have any complaint about any Lesson/s or any other complaint about Us, please contact Us by speaking to Us at Our Premises or by contacting Us at the following address: E.g. Phone, Email or Post>>.

### 16. No Waiver

No failure or delay by Us or by You in exercising any rights under this Agreement means that We or You have waived any provision of this Agreement or that We or You will waive any subsequent breach of the same or any other provision of this Agreement.

Exercise of any rights under this Agreement means that We or You have waived any provision of this Agreement or that We or You will waive any subsequent breach of the same or any other provision of this Agreement.

### 17. Severance

If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall not be affected.

If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall not be affected.

### 18. Law and Jurisdiction

18.1 The Agreement, whether contractual or otherwise, shall be governed by the law of [England and Wales] [Scotland] [Ireland].

The Agreement, whether contractual or otherwise, shall be governed by the law of [England and Wales] [Scotland] [Ireland].

18.2 As a consumer, You shall not be bound by any mandatory provisions of the law in your country of residence which take away or reduce Your rights under the Agreement.

As a consumer, You shall not be bound by any mandatory provisions of the law in your country of residence which take away or reduce Your rights under the Agreement.

18.3 Any dispute, controversy or claim between You and Us relating to the Agreement, whether contractual or otherwise, shall be referred to the jurisdiction of the courts of [England and Wales] [Scotland] [Ireland].

Any dispute, controversy or claim between You and Us relating to the Agreement, whether contractual or otherwise, shall be referred to the jurisdiction of the courts of [England and Wales] [Scotland] [Ireland].

England, Wales, Scotland and Northern Ireland, as determined by Your residency.

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**Name[s] of Teacher**

The name[s] of the teacher on behalf of the Company will

<<Insert name[s]>> [being

<<Insert name[s]>>

<<Insert name[s]>> etc

and/or any other person employed

**Definition of “Teacher”)**

time provide any Lesson on following:

company]

for that purpose.

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**Missed Lesson (Clause 5)**

**Attendance:** If the Student is absent from a booked Lesson solely Your responsibility and to book a substitute Lesson.

booked Lesson for any reason it is the Student's responsibility to make up the missed Lesson.

**Punctuality:** Students are expected to be ready for a Lesson at least 5 minutes before the scheduled time to start on time.

ready for a Lesson at least 5 minutes before the scheduled time to ensure that they are ready to start on time.

**Provision of Instruments:** The Company is not responsible for obtaining or providing an Instrument for the Student.

**Instrument:** Except as follows, We will provide an Instrument or other items for the Student.

We will advise You on what is suitable for the Student's development. We will make recommendations as to the instruments that he/she should use.

suitable for different stages of the Student's development. We will make recommendations as to the instruments that he/she should use.

The Student must provide their own Instrument and must bring it to use at every Lesson. We will provide an additional Instrument for practice and performance [and for recording].

for practice and performance [and for recording]. We will provide an additional Instrument for practice and performance [and for recording].

The Student must also provide their own music stand [music stand] [strings] [drum sticks and practice pad] [metronome] [tuner] [and] [other items] [at Lessons]. We will discuss the items that he/she should use before [at] [Our first meeting with You] [at the first Lesson] with the Student.

it and materials needed [including music stand] [drum sticks and practice pad] [metronome] [tuner] [and] [other items] [at Lessons] [at any time [except] [including] [at Lessons]. We will discuss the items that he/she should use before [at] [Our first meeting with You] [at the first Lesson] with the Student.

If the Student does not have an Instrument, We will make suggestions as to what they can be purchased or hired from. We will advise as to the items for sale. This Agreement does not cover the sale of such sale will be governed by the terms of the sale.

that We consider is necessary, We will make suggestions as to what they can be purchased or hired from. We will advise as to the items for sale. This Agreement does not cover the sale of such sale will be governed by the terms of the sale.

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# SAMPLE PRACTICE

**Loan of Instruments and** Student may ask Us to in connection with the provision of examination. This Agreement for the loan of Instrument or other equipment will be a separate agreement. As agreed between You and We will agree that We may on occasions agree to

**Homework Assignments** We will usually give the Student a homework assignment at the end of his/her next Lesson. [If the Student has Lessons, We are usually happy to provide help via email or telephone.]

**Practice:** The Student should be encouraged to practise the material of the previous Lesson and carry on with it between Lessons.] Adequate practice is more likely to be achieved if the Student's own responsibility is encouraged between Lessons. It is best to have a quiet place to practice without interruption.

**Practice times:** We will recommend to him/her. We will usually recommend 20-30mins x 5 per week if he/she is at intermediate level and 30-45mins x 5 per week if he/she is at advanced level] **OR** [practices <<e.g. 5 >> days per week] **OR** [practices on 5 days per week for the length of their Lesson].

**[Records:** The Student should be encouraged to keep a practice and Lesson diary [and this [should] [can] be used as an exercise book>>]. The Student should be encouraged to keep a practice and Lesson diary [and this [should] [can] be used as an exercise book>>]. The Student should be encouraged to keep a practice and Lesson diary [and this [should] [can] be used as an exercise book>>].

**Our commitment:** We agree to teach the Student at the agreed times and days.

We will recommend to the Student:

- performance opportunities
- to audition at [local, regional, national or school concerts];
- to attend annual music festivals;
- that We enter the Student in competitions such as AMEB, Trinity, Royal Associated Board of the Royal Schools of Music level;
- performances or competitions
- skill development opportunities that may be beneficial to their learning

**materials:** From time to time the Student may ask Us to in connection with the provision of examination. This Agreement for the loan of Instrument or other equipment will be a separate agreement. As agreed between You and We will agree that We may on occasions agree to

We will usually give the Student a homework assignment at the end of his/her next Lesson. [If the Student has Lessons, We are usually happy to provide help via email or telephone.]

The Student should be encouraged to practise the material of the previous Lesson and carry on with it between Lessons.] Adequate practice is more likely to be achieved if the Student's own responsibility is encouraged between Lessons. It is best to have a quiet place to practice without interruption.

We will recommend to him/her. We will usually recommend 20-30mins x 5 per week if he/she is at intermediate level and 30-45mins x 5 per week if he/she is at advanced level] **OR** [practices <<e.g. 5 >> days per week] **OR** [practices on 5 days per week for the length of their Lesson].

The Student should be encouraged to keep a practice and Lesson diary [and this [should] [can] be used as an exercise book>>]. The Student should be encouraged to keep a practice and Lesson diary [and this [should] [can] be used as an exercise book>>].

We agree to teach the Student at the agreed times and days.

We will recommend to the Student:

- performance opportunities
- to audition at [local, regional, national or school concerts];
- to attend annual music festivals;
- that We enter the Student in competitions such as AMEB, Trinity, Royal Associated Board of the Royal Schools of Music level;
- performances or competitions
- skill development opportunities that may be beneficial to their learning

We will encourage the Student to develop a personal interest in music.

We will provide references to support their development as and when appropriate.

**Parent/Guardian's involvement:** If the Student is under 18, You are encouraged to take an active role in their music study and be involved in their practice by, for example, taking turns with him/her play, finding a quiet place for him/her to practice without interruption, and having a set time for practicing in the his/her daily routine.

**Examination entries, prizes and competitions or festivals:** The Student will only be entered in any of these if You and We agree. You must pay any entry fees.

**Tips for the Student :** Find a quiet place, drafts, close to air-conditioning, in good working order. Always have your Instrument [and spare reeds]. Find out about local music community or for relatives. Research your composers and their work to build confidence and knowledge.

#### **[Instrument requirements]**

The Student will need to have:

#### **EITHER**

[a piano that is kept in tune and in good order. You should ask Us if You need the name of a professional tuner in Your area.]

#### **OR**

[an electronic keyboard/synthesizer that meets all of the following criteria. It must have:

- at least five octaves
- touch-sensitivity (i.e. the sound is softer by the way the keys are played);
- a damper (floor) pedal
- a stand that allows the keyboard to be at the same height as the keys on a regular acoustic piano; and
- a music stand that allows the score to be in the same position as it would be on an acoustic piano.]

#### **[Instrument requirements]**

The Student will have at home:

- a snare drum, bass drum and crash cymbals;
- a silent practice pad;

personal goals and inspire a life-long

their development as and when

Student is under 18, You are encouraged to take an active role in their music study and be involved in their practice by, for example, taking turns with him/her play, finding a quiet place for him/her to practice without interruption, and having a set time for practicing in the his/her daily routine.

**competitions or festivals:** The Student will only be entered in any of these if You and We agree.

your Instrument. Do not leave it in a car. Keep your Instrument in good order. Always have your Instrument [and re-hair your bow every other week, school or within your community orchestra. Listen to your pieces and watch video lessons to boost your

order. You should ask Us if You need the name of a professional tuner in Your area.]

of the following criteria. It must

softer by the way the keys are

the same height as the keys on a

in the same position as it would

comprising as a minimum:

and crash cymbals;

- several sets (different sizes) of drumsticks
- brushes.

An electronic drumkit at home or school, or a practice pad, from time to time.

A drumkit Student need not have a drumkit, brushes, or practice pad to Lessons, but he/she should have access to one.

**[Instrument requirements]** **Other type of Instrument** (e.g. for electric guitar or other electric instruments)

<<Specify whether guitar, or other electric instrument, amplifier or other equipment needed at home or to be brought to school>>

**[Data entry field (see 11)]**

<<insert instrument name>>]



IN WITNESS WHEREOF this Agreement is  
before written

SIGNED for and on behalf of the Company

<<Full name of the director signing on behalf of the Company>>

SIGNED by

[<<Name of Student, if aged 18 or over>>]

OR

[<<Name of Parent/Guardian if Student is under 18>>]