

## IMPROVISING MUSIC TEACHING

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- ent below and any and all other  
out the terms and conditions on  
sold by Us to Consumers through  
").

- g the music teacher's lessons from  
web conferencing] [or][<<insert  
s offered>>] platform are set out in  
y will have the same effect as if set

- ent below carefully and ensure that  
option. If You have any query about  
ent, please contact Us to discuss.  
**By making any Subscription, You will be**  
**bound by and be bound by these**  
You will not be able to purchase a  
Site.

- part of the terms of Our Contract with you:

Order a Subscription and some it is

- person who is either aged 18 or over and purchase a Subscription, or, if the account must be set up by, and all purchases made by, their parent or guardian.

- tracts, are in the English language

- Content; the terms governing use  
Site under the heading “Website

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- otherwise requires, the following

referred to in sub-Clause 7.1, that  
with Us in order to purchase any

and other information or materials  
g part of the musical instrument  
led, all of which information or  
downloadable or viewable as

**“Consumer”**

**“Contract”**

**“Paid Content”**

**“Student”**

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al customer who, either as the  
ent or guardian of the Student,  
Subscription to Our services  
Content which is to be received or  
t's personal use and for purposes  
side the purposes of any business,  
sion;

between Us and You for the  
scription for the Student to access  
explained in Clause 7;

(including text, graphics, images,  
omprising any session of teaching  
ent, or Background Items or other  
ion which We offer. The sessions,  
nd other information or materials  
gh Our Site and made available by  
Site] by means of

us live stream audio and/or video  
oom, GoToMeeting, Skype for  
ams), WebEx];

stream video and/or audio]

non downloadable video and/or

er viewable text, graphics or other  
er items or information, including

e more fully described in other  
give or make available to You  
Subscription. That information may  
any music teacher presenting any  
lf but whether it does or does not  
o We decide in our discretion, at  
out notice substitute any other  
uitably qualified and experienced;

ho is to access any Paid Content  
ou are 18 or over and You set up  
urchase any Paid Content for  
nd use, or, if the person for whom  
urchased by You as parent or  
son (under the age of 18 (minor))  
means that person;

**“Subscription”**

**“Subscription Confirmation”**

**“Subscription ID”**

**“We/Us/Our”**

**“You”**

## **2. Information About Us**

- 2.1 Our Site, <<insert business name>> [ <<insert company number>> <<insert address>> and whose VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].

## **3. Contacting Us**

- 3.1 If You wish to contact Us, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

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on to Our Site purchased by You with the entitlement and access to the content that You can make available to, as the case may be, the Student or Yourself, which may include:

specific single events or items;

series or collections of two or more events or items; and/or

or all types of events or items available via Our Site; and

and Items.

Information about the times and dates of the events to (a), (b) and (c) before You make Your Subscription (as to which see sub-section 3.1).

will include access to the content for the whole period of the Subscription. They will all be accessible as soon as You receive Your Subscription Confirmation;

and confirmation of Your Subscription;

number for Your Subscription;

business name>> [ <<insert company number>> and under <<insert company name>> registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>]; and

er who sets up an Account and confirms the details, as the case may be, either as the parent or guardian of the

owned and] operated by <<insert company name>> registered in England under <<insert company number>> address is <<insert registered address>> is] OR [of] <<insert address>>].

regulator(s)>>].

association(s) etc.>>].

estions, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

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3.2 For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

3.3 For matters relating to the Terms of Sale and the Terms of the Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

For matters relating to the Terms of Sale and the Terms of the Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

3.4 To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

To make a complaint, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

#### 4. Age Restriction and Consent

Only if a person is aged at least 16 years may they set up an Account or purchase a Subscription. However, if that person is a parent/guardian of the Student, they may make access to the Paid Content available to the Student.

Only if a person is aged at least 16 years may they set up an Account or purchase a Subscription. However, if that person is a parent/guardian of the Student, they may make access to the Paid Content available to the Student.

#### 5. Business Customers

These Terms of Sale and the Terms of the Subscription do not apply to customers purchasing Subscriptions and accessing Paid Content for business or profession carried on by them.

These Terms of Sale and the Terms of the Subscription do not apply to customers purchasing Subscriptions and accessing Paid Content for business or profession carried on by them.

#### 6. Subscriptions, Paid Content and Availability

6.1 [We make all references to Subscriptions and Paid Content in these Terms of Sale and the Terms of the Subscription and Paid Content, however, that due to minor discrepancies that may arise between the actual Paid Content and the descriptions of it, <<insert minor differences or discrepancies>>.]

6.1 [We make all references to Subscriptions and Paid Content in these Terms of Sale and the Terms of the Subscription and Paid Content, however, that due to minor discrepancies that may arise between the actual Paid Content and the descriptions of it, <<insert minor differences or discrepancies>>.]

6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence between the Paid Content and the descriptions of it. Please refer to Clause 11 for more information.]

6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence between the Paid Content and the descriptions of it. Please refer to Clause 11 for more information.]

6.3 We may from time to time change the price of any Subscription to which you are subscribed. We will inform You of any change in price at least <<insert number of days>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.3 We may from time to time change the price of any Subscription to which you are subscribed. We will inform You of any change in price at least <<insert number of days>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical changes. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your/the Student's use of the Paid Content. However, if any change is made that would affect Your/the Student's use of the Paid Content, suitable information will be provided to You.

6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical changes. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your/the Student's use of the Paid Content. However, if any change is made that would affect Your/the Student's use of the Paid Content, suitable information will be provided to You.

6.5 In some cases, as described in sub-Clause 6.4, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least <<insert number of days>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.5 In some cases, as described in sub-Clause 6.4, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least <<insert number of days>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.

6.6 Where any updates to the Paid Content are made to match Our descriptions of the Paid Content, We will prevent Us from e

6.6 Where any updates to the Paid Content are made to match Our descriptions of the Paid Content, We will prevent Us from e

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original description.

6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of placing information is reviewed and updated every <<in price will not affect any order for a Subscription the placed (please note sub-Clause 6.11 regarding VAT, how

6.8 All prices are checked and accepted. In the unlikely event that We have incorrect pricing information, We will contact You in writing to inform You of the correct price is lower than that shown when You placed Your order. We will simply charge You the lower amount and continue to process Your order. If the correct price is higher, We will give You the option to accept the correct price or to cancel Your order (if You choose to cancel, We will refund the amount of it). We will not proceed with processing Your order if You do not respond. If We do not receive a response from You within 14 days of the date of our email, We will treat Your order as cancelled and notify You accordingly.

6.9 If We discover an error in the pricing information after Your order is processed, We will immediately make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if the error is significant. We will inform You of such an error and You may wish to cancel the Contract.

6.10 If the price of a Subscription changes between the time of placing Your order and taking payment, You will be charged the price in effect at the time of placing Your order.

6.11 All prices on Our Site are shown inclusive of VAT. If the VAT rate changes between Your order being placed and the time of payment, the amount of VAT payable will be automatically adjusted.

## 7. Orders – How Contracts are Formed

7.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. Please see the attachment below as to how to set up an Account. After Your purchase of a Subscription, You will be given the opportunity to amend it. Please email Us to amend it. Please email Us before submitting it.

7.2 If, during the order process, You provide incorrect or incomplete information (including but not limited to the Student or the type of Subscription You require) please contact Us as soon as possible. We will not process Your order due to incorrect or incomplete information. We will contact You to ask to correct it. If You do not give Us the correct information within a reasonable time of Our request, We will treat the Contract as being terminated and the availability of Paid Content that results from the Contract will be terminated.

7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We accept upon receipt of Your order. [We acknowledge receipt of Your order and treat the Contract as being formed.] Our acceptance is indicated by email. Only once We have sent You a Subscription Confirmation email, there will be a legally binding Contract between Us and You.

at all prices shown on Our Site are correct at the time of placing information is reviewed and updated every <<in price will not affect any order placed (please note sub-Clause 6.11

accept Your order. In the unlikely event that We have incorrect pricing information, We will contact You in writing to inform You of the correct price is lower than that shown when You placed Your order. We will simply charge You the lower amount and continue to process Your order. If the correct price is higher, We will give You the option to accept the correct price or to cancel Your order (if You choose to cancel, We will refund the amount of it). We will not proceed with processing Your order if You do not respond. If We do not receive a response from You within 14 days of the date of our email, We will treat Your order as cancelled and notify You accordingly.

scription of Your Subscription after Your order is processed, We will immediately make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if the error is significant. We will inform You of such an error and You may wish to cancel the Contract.

the ordered changes between Your order and taking payment, You will be charged the price in effect at the time of placing Your order.

VAT rate changes between Your order being placed and the time of payment, the amount of VAT payable will be automatically adjusted.

ss of setting up an Account and purchasing a Subscription. Please see the attachment below as to how to set up an Account. After Your purchase of a Subscription, You will be given the opportunity to amend it. Please email Us to amend it. Please email Us before submitting it.

Us with incorrect or incomplete information (including but not limited to the Student or the type of Subscription You require) please contact Us as soon as possible. We will not process Your order due to incorrect or incomplete information. We will contact You to ask to correct it. If You do not give Us the correct information within a reasonable time of Our request, We will treat the Contract as being terminated and the availability of Paid Content that results from the Contract will be terminated.

ual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We accept upon receipt of Your order. [We acknowledge receipt of Your order and treat the Contract as being formed.] Our acceptance is indicated by email. Only once We have sent You a Subscription Confirmation email, there will be a legally binding Contract between Us and You.

- 7.4 Subscription Confirmation We will provide the following information:
- 7.4.1 Your Subscription details
  - 7.4.2 Confirmation of the order including full details of the main characteristics of the Subscription and Paid Content available as part of it
  - 7.4.3 Fully itemised list of the Subscription including, where appropriate, any additional charges;
  - 7.4.4 The duration of the Subscription (including the start date, and the expiry) [and any applicable grace period];
  - 7.4.5 Confirmation of the agreement that the Paid Content will be made available to You immediately and that You will lose access to the Paid Content and cancel upon accessing the Paid Content in breach of sub-Clause 12.1;
  - 7.4.6 In relation to any specific (or recorded) event, item, series, collection or items or Background Items, the time/date when or period during which it can be accessed;
  - 7.4.7 <<insert additional information as required>>.
- 7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expect to refund any payment taken under normal circumstances. If We cannot refund any such sums will be refunded to You as soon as possible within <<insert period>>.
- 7.6 Any refunds under this clause will be issued to You as soon as possible, and in any event no later than the end of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this clause will be made using the same payment method that You used when You made the Subscription [unless You specifically request that We make the refund using a different method].

## 8. Payment for Subscription

- 8.1 Payment for each Subscription must be made in advance in full. Your chosen payment method will be used when We process Your order and We will send You a Subscription Confirmation [which usually occurs immediately and automatically upon successful completion of your payment)].
- 8.2 We accept the following payment methods on Our Site:
- 8.2.1 <<insert payment method>>
  - 8.2.2 <<insert payment method>>
  - 8.2.3 <<insert payment method>>
  - 8.2.4 <<add further payment methods as required>>.
- 8.3 If You do not make a payment by the due date, or if You do not provide Us on time, We will suspend the Student's access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not respond within <<insert period>> of Our reminder, We may suspend access to the Paid Content and any outstanding sums due to Us will remain due and payable.
- 8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

## 9. Provision of Paid Content

- 9.1 We undertake to make the Paid Content for the Student available to the Student if the Student chooses not to access the Paid Content or, for any reason, the Student is unable to do so, You will not be entitled to a refund of the fee paid for the Paid Content.
- 9.2 All Paid Content will be made available to the Student in accordance with the Subscription Confirmation, renewals, or until You terminate the Subscription, and subject to the following:
- 9.2.1 An item of Paid Content will be available when stated in the information provided to You, either (a) if it is scheduled to be made available at a specific time and date; or (b) if it is a pre-recorded or live-streamed item, the period within which it is available.
- 9.2.2 If an item of Paid Content is a live-stream item, We will use all reasonable endeavours to ensure it is available and start it at the time it is scheduled to be made available. It may be delayed either by overrun of a live-stream or by technical issues. Any such delay will not normally exceed 15 Minutes but if the start is delayed by more than 15 Minutes, We will <<Insert details of how We will compensate >> to compensate for any inconvenience as a result.
- 9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You agree to be made available to the Student to access immediately after purchase. By accessing (or attempting to access) any Paid Content, You will be deemed to have accepted the terms of the Subscription. (For this purpose, access will be treated as occurring at the time of purchase). Please see sub-Clause 12.1 for more information.
- 9.4 In some limited circumstances, We may be required to suspend the provision of Paid Content (in full or in part) for the following reasons:
- 9.4.1 To fix technical issues or make necessary minor technical changes;
- 9.4.2 To update the Paid Content to comply with relevant changes in the law or other applicable regulations;
- 9.4.3 To make necessary changes to the Paid Content, as described above in sub-Clause 9.2.
- 9.5 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 9.4, We will notify You in advance of the suspension and explain why it is necessary. We will resume availability for the Paid Content as soon as reasonably possible and, while availability is suspended and the suspension is longer than the period equivalent to the length of the suspension, We will provide You with a period equivalent to the length of the suspension (unless the suspension is less than <<insert period>>)). If the suspension is longer than the period equivalent to the length of the suspension, it is going to last) for more than





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11.1.2 If We cannot fix the problem within a reasonable time frame, We will provide You, You may be entitled to a partial refund.

11.1.3 If You can demonstrate that the fault has damaged Your/the Student's device, and that this damage is due to the fault, because We have not taken reasonable care and skill, You may be entitled to a refund. Please refer to sub-Clause 14.3 for more information.

11.2 [Please note that We will not be liable for this Clause 11 if We informed You of the fault(s) before the Student accessed it. For example, if the Student accessed it (for example, if the Student has used the Paid Content) We have warned the Student of the fault(s) or if the Student's device or the Paid Content was used for an unsuitable purpose or if the problem has resulted from the Student's misuse or intentional or careless use of the Paid Content for that purpose; or if the problem is due to damage.]

11.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or <<insert name or details of our customer services department>> of the problem.

11.4 Refunds (whether partial or full) under this Clause 11 will be made within 14 calendar days of the day on which We agree that You are entitled to a refund.

11.5 Refunds under this Clause 11 will be made using the same payment method that You used when You purchased the Paid Content [unless You specifically request that We make the refund by a different method].

11.6 For further information, please contact Your local Citizens' Advice Bureau or Consumer Standards Office.

## 12. Cancelling Your Subscription

12.1 If You are a Consumer, You have a legal right to a "cooling-off" period for any reason, including if You have changed Your mind, and receive a full refund. The period of the cooling-off is 14 calendar days from the date of Our Subscription Confirmation (i.e. when You and Us is formed) and ends when You/the Student has downloaded or streamed any Paid Content, or 14 calendar days from the date of Our Subscription Confirmation, whichever occurs first.

12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to the terms of Clause 13, We cannot offer any refund and You/the Student will not have access to the Paid Content (up until the renewal or expiry date, as applicable) after the end of the cooling-off period.

12.3 If You purchase a Subscription and then renew by mistake), We will not allow the Student to cancel the Subscription. You nor the Student will be able to cancel the Subscription and is not entitled to a refund.

has not been (or cannot be) fixed within a reasonable time frame, We will provide You, You may be entitled to a partial refund.

If You can demonstrate that the fault has damaged Your/the Student's device, and that this damage is due to the fault, because We have not taken reasonable care and skill, You may be entitled to a refund. Please refer to sub-Clause 14.3 for more information.

We will not be liable for this Clause 11 if We informed You of the fault(s) before the Student accessed it. For example, if the Student accessed it (for example, if the Student has used the Paid Content) We have warned the Student of the fault(s) or if the Student's device or the Paid Content was used for an unsuitable purpose or if the problem has resulted from the Student's misuse or intentional or careless use of the Paid Content for that purpose; or if the problem is due to damage.]

If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or <<insert name or details of our customer services department>> of the problem.

Refunds (whether partial or full) under this Clause 11 will be made within 14 calendar days of the day on which We agree that You are entitled to a refund.

Refunds under this Clause 11 will be made using the same payment method that You used when You purchased the Paid Content [unless You specifically request that We make the refund by a different method].

For further information, please contact Your local Citizens' Advice Bureau or Consumer Standards Office.

If You are a Consumer, by default You have a legal right to a "cooling-off" period for any reason, including if You have changed Your mind, and receive a full refund. The period of the cooling-off is 14 calendar days from the date of Our Subscription Confirmation (i.e. when You and Us is formed) and ends when You/the Student has downloaded or streamed any Paid Content, or 14 calendar days from the date of Our Subscription Confirmation, whichever occurs first.

After the cooling-off period, You may cancel Your Subscription at any time. However, subject to the terms of Clause 13, We cannot offer any refund and You/the Student will not have access to the Paid Content (up until the renewal or expiry date, as applicable) after the end of the cooling-off period.

If You purchase a Subscription and then renew by mistake), We will not allow the Student to cancel the Subscription. You nor the Student will be able to cancel the Subscription and is not entitled to a refund.

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### 13. Your Other Rights to End

- 12.7 Refunds under this Agreement shall be made to You using the same payment method that You used when You made the purchase, unless You specifically request that We make the refund using a different method.

- 13.3 If there is a risk that the Content will be significantly delayed because of events beyond Your control, You may end the Contract immediately. If You do so for this reason, We will issue You with a <<insert type of refund>>.

- 13.5 You also have a lead [REDACTED] contact at any time if We are in breach

- of it. You may also refer to Your local Citizens Advice Bureau or Trading Standards for more details of Your rights.
- 13.6 Refunds under this Clause 13 will be made within 14 calendar days of the date on which Your cancellation is effective, using the same payment method that You used to purchase Your Subscription [unless You specifically request otherwise using a different method].
- 13.7 If You wish to exercise Your right to cancel under this Clause 13, You may do so in any way You prefer to Your convenience. We offer a cancellation form on Our Site > and will include [a link to] it with the Subscription Confirmation. If You prefer to contact Us directly to cancel, please use the following details:
- 13.7.1 Telephone: <insert telephone number>;
- 13.7.2 Email: <insert email address>;
- 13.7.3 Post: <insert postal address>;
- in each case, providing Your full name, address, email address, telephone number, and a copy of the Confirmation.
- 13.8 [We may ask You to provide details of the reasons for Your cancellation and may use any answers You provide to improve Our services, however please note that details if You do not wish to.]
- 14. Our Liability to Consumers**
- 14.1 We will be responsible for any loss or damage that You or the Student may suffer as a result of (a) breach of these Terms of Sale (or the Contract) or as a result of negligence or if it is foreseeable if it is an obvious consequence of the use of Our Site by You and Us when using Our Site. We will not be responsible for any loss or damage suffered by You or the Student as a result of the use of Our Site for commercial use only. We make no warranty or representation that Our Content is fit for commercial, business or industrial use of a kind suitable to You or the Student for any loss of profit, loss of business, or for any loss of business opportunity.
- 14.2 Our Paid Content is provided for personal or business use only. We make no warranty or representation that Our Content is fit for commercial, business or industrial use of a kind suitable to You or the Student for any loss of profit, loss of business, or for any loss of business opportunity.
- 14.3 If, as a result of Our negligence or if it is foreseeable if it is an obvious consequence of the use of Our Site by You and Us when using Our Site, We will provide appropriate compensation. Please note that We will not be liable for:
- 14.3.1 We have provided a free update designed to solve the problem and provided a free update applied the update; or
- 14.3.2 The damage suffered by You or the Student's own failure to follow Our instructions; or
- 14.3.3 Your or the Student's system not meeting any relevant minimum requirements made You aware of before You purchased the Content.
- 14.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), fraudulent misrepresentation, or for information that does not match information that We have provided to You.

- provided, not of satisfactory quality, or not fit for any purpose made known to Us.
- 14.5 Nothing in these Terms shall exclude or limit Your legal rights as a consumer or, where applicable, any rights of the Student. For more details of Your rights, please refer to Your local Citizens Advice Bureau or Citizens Office.
- 14.6 We will not be responsible for any Paid Content or any delay in performing Our obligations under the Contract (including but not limited to any type specifically referred to in the Attachment).
- 15 Complaints and Feedback**
- 15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to improve Your experience as a customer of Ours is a positive outcome, we do want to hear from You if You have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.
- 15.3 If You wish to complain, please contact Us in one of the following ways:
- 15.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];]
- 15.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];]
- 15.3.3 [Using Our Complaints Form, available at <<insert location>> following the instructions included with the form;]
- 15.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>>] when prompted].]
- 16 How We Use Your Personal Data (Data Protection)**
- We will only use Your and the Student's personal data as set out in Our <<insert document name, e.g. Privacy Policy>> from <<insert location(s)>> [and Our Cookie Policy <<insert link>>].
- 17 Other Important Terms**
- 17.1 We may transfer (including by way of Sale (and under the Contract)) all or part of our business (for example, if We are sold) to a third party (this may happen, for example, if We are sold). If this occurs, You will be informed by Us in writing. Your rights and obligations under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party. You and the Student will remain bound by them.
- 17.2 [You may not transfer or assign your rights and obligations under these Terms of Sale (and under the Contract) without Our express written permission. We reserve the right to refuse such permission for any reasons>>].]
- 17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court or other authority declares any part(s) of these Terms of Sale are unlawful, the remainder of the Terms shall remain in full force and effect.

17.5 If We fail to take steps against You under the later date, for example, has become payable

17.6 We may revise these in relevant laws and of Sale as they receive advance notice of the not happy with them

## 18 Law and Jurisdiction

18.1 These Terms and (whether contractual accordance with, the

18.2 As a Consumer, You Your country of residence reduces Your rights

18.3 As a Consumer, and Us relating to You and Us (whether jurisdiction of the court determined by Your

steps to enforce any of Our rights it will not prevent Us doing so at a You to make any payment which

one to time in response to changes ments. If We change these Terms on, We will give You reasonable details of how to cancel if You are (3.1 above).

relationship between You and Us e governed by, and construed in es] [Northern Ireland] [Scotland].

mandatory provisions of the law in Clause 18.1 above takes away or those provisions.

proceedings or claim between You tions, or the relationship between (otherwise) shall be subject to the Scotland, or Northern Ireland, as

### 1. Use of [the Zoom web-conferencing service delivery platform]

We [only] offer music tuition online and/or the teacher cannot attend reason].

We use technology which allows Us technology (see below) for the Student Zoom cloud-based web conferencing **online service delivery method/s**

Where We are to make any of the [<<insert name of other online platform>>], it will be on the following

### 2. The technology that We v

We will subscribe to [Zoom] [<<insert name of other online service delivery platform>>] and will pay any necessary fees to maintain that subscription to the Student over the **online service delivery platform>>]** facility

To receive or participate in any tuition **delivery platform>>]**, the Student Your Subscription. You will not need [Zoom] [<<insert name of other service delivery platform>>] session: You will only need to pay

### R [<<insert name of other online instrument tuition online

You can choose when the Student premises or at Your home) for any

ded that You have the appropriate on. For this purpose, We use [the R [<<insert description of other

Student by means of [Zoom] OR platform>>] rather than any other

### providing

ine service delivery platform>>] of other online service delivery to act as "host" and to provide the [<<insert name of other online

rt name of other online service sion which is within the scope of charge for the Student to use the y platform>>] facility or join that able by Your Subscription.

We do not provide any PC, laptop or other hardware ("Device") or any [Zoom] [<<insert name of other online service delivery platform>>] App or other software for use on or with any Devices, nor the facilities necessary to enable the Student to

### 3. The technology and other facilities

It will be Your sole responsibility to ensure that You have all necessary technology so that the Student can access the [<<insert name of other online service delivery platform>>].

You will need to ensure that the Student has access to an exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device;
- (b) An up to date [Zoom] [<<insert name of other online service delivery platform>>] App where applicable. It will be Your responsibility to ensure the App is working fully and correctly on the Device;
- (c) Stable, reliable, internet access;
- (d) A safe location with a suitable environment in which to play, watch, listen, speak where necessary without the presence of any other persons;
- (e) Where the Device on its own does not have adequate loudspeakers for the purpose, a suitable set of speakers reasonably necessary;
- (f) A suitable musical instrument;
- (g) Exercise/note books, pens, pencils, and any other equipment that the Student will need to use a Subscription.

We do not supply or make available any [<<insert name of other online service delivery platform>>] platform that the Student can download and use on or with the Device or to You in relation to it in any respect. The Student agrees to accept the terms, conditions and privacy policy of the [<<insert name of other online service delivery platform>>] as the third party provider.

Paid Content consisting of Background Music, Sound Effects or other online service delivery platform content is available on Our Site.

### 4. Scope of what We make available

We do not, and cannot, assist You with the use of any technology. If You/the Student need any advice about what technology to use, the Student should seek it from an appropriate person. We do not, and cannot, give You/the Student any advice about what technology to use.

We do not claim to have any expertise in the use of any technology that You/the Student need or use for the purpose of this Subscription, either before or during any music lesson. We do not, and cannot, give You/the Student any advice about what technology to use. We do not, and cannot, give You/the Student any advice about what technology to use. We do not, and cannot, give You/the Student any advice about what technology to use.

or other hardware ("Device") or any [Zoom] [<<insert name of other online service delivery platform>>] App or other software for use on or with any Devices, nor the facilities necessary to enable the Student to

### responsibility for providing

It will be Your sole responsibility to ensure that You have all necessary technology so that the Student can access the [<<insert name of other online service delivery platform>>].

You will need to ensure that the Student has access to an exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device;
- (b) An up to date [Zoom] [<<insert name of other online service delivery platform>>] App where applicable. It will be Your responsibility to ensure the App is working fully and correctly on the Device;
- (c) Stable, reliable, internet access;
- (d) A safe location with a suitable environment in which to play, watch, listen, speak where necessary without the presence of any other persons;
- (e) Where the Device on its own does not have adequate loudspeakers for the purpose, a suitable set of speakers reasonably necessary;
- (f) A suitable musical instrument;
- (g) Exercise/note books, pens, pencils, and any other equipment that the Student will need to use a Subscription.

We do not supply or make available any [<<insert name of other online service delivery platform>>] platform that the Student can download and use on or with the Device or to You in relation to it in any respect. The Student agrees to accept the terms, conditions and privacy policy of the [<<insert name of other online service delivery platform>>] as the third party provider.

Paid Content consisting of Background Music, Sound Effects or other online service delivery platform content is available on Our Site.

### responsibility for providing

It will be Your sole responsibility to ensure that You have all necessary technology so that the Student can access the [<<insert name of other online service delivery platform>>].

You will need to ensure that the Student has access to an exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device;
- (b) An up to date [Zoom] [<<insert name of other online service delivery platform>>] App where applicable. It will be Your responsibility to ensure the App is working fully and correctly on the Device;
- (c) Stable, reliable, internet access;
- (d) A safe location with a suitable environment in which to play, watch, listen, speak where necessary without the presence of any other persons;
- (e) Where the Device on its own does not have adequate loudspeakers for the purpose, a suitable set of speakers reasonably necessary;
- (f) A suitable musical instrument;
- (g) Exercise/note books, pens, pencils, and any other equipment that the Student will need to use a Subscription.

### responsibility for providing

We do not, and cannot, assist You with the use of any technology. If You/the Student need any advice about what technology to use, the Student should seek it from an appropriate person. We do not, and cannot, give You/the Student any advice about what technology to use.

We do not claim to have any expertise in the use of any technology that You/the Student need or use for the purpose of this Subscription, either before or during any music lesson. We do not, and cannot, give You/the Student any advice about what technology to use. We do not, and cannot, give You/the Student any advice about what technology to use. We do not, and cannot, give You/the Student any advice about what technology to use.

or Your/the Student's content is damaged or lost, that damage under sub-Clause 14

We will not be responsible or liable for any tuition due to any failure or interruption resulting from any cause beyond Our reasonable control may include:

- (a) where You/the Student are unable to access Our Site either of you have asked Us to resolve the problem); or
- (b) Any slow speed, instability, interruption, or defect in, Your internet access, telecommunications, computer equipment, or other equipment or service (e.g. You/the Student use or rely on; or
- (c) Failure of or defect in the platform used to make tuition available to the Student; or
- (d) Your/the Student's inability to use Our Site.

## 5. Account setup needed

In order to purchase any Subscription, You first need to setup and then maintain an Account. The process of setting up an Account.

You may not create an Account if You are

We only offer Paid Content for use by a person residing in the UK. You may only open an Account with a residential address

When You open an Account as a parent or guardian of the Student, You will be asked to confirm that You request Us and agree to the Terms according to each Subscription that You purchase.

During the process of setting up an Account, You will be asked to choose a user name. We recommend that You choose a name that is not the Student's name.

You [will][may] be asked for additional information, such as Your e-mail address.

## 6. Your responsibility for Your Account

You must not share Your Account with anyone except the Student. You are the parent or guardian of the Student, where You are the parent or guardian of the Student, You must ensure that Your Account is not being used without Your permission. You must ensure that no one is using Your Account for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and for all activities that occur under Your password or Account. You must log out of Your Account at the end of each lesson. You must immediately notify Us of any unauthorised use of Your password or Account. You must ensure that Your Account is kept up to date.

You must never use, and must not allow anyone else to use, anyone else's Account without prior authorization from Us.

When creating an Account, the information that You provide must be accurate and complete. If any of Your or the Student's information changes, it is Your responsibility to ensure that Your Account is kept up to date.

where We are liable in respect of

if the Student is unable to access Our Site, We will not be responsible for our obligations under the Contract. In any such case, You will remain responsible for the tuition of the Student. Such causes beyond Our reasonable control may include:

technology problem (whether or not You/the Student have made any suggestions as to how to resolve the problem); or

down, unavailability or inadequacy of any equipment or service (e.g. You/the Student use or rely on; or

of other online service delivery method to make tuition available to the Student; or

failure of or defects in Our Site etc.

ent to receive any tuition, You will be responsible for ensuring that You can access Our Site will guide You through the process of setting up an Account. The process of setting up an Account.

of age.

residing in the UK. You may only open an Account with a residential address

the Student, You will be asked to confirm that You request Us and agree to the Terms according to each Subscription that You purchase.

required to choose a password and confirm it. You must choose a strong password for Your Account.

ing Your Account, such as Your e-mail address.

## Security

s with anyone except the Student. You are the parent or guardian of the Student, where You are the parent or guardian of the Student, You must ensure that Your Account is not being used without Your permission. You must ensure that no one is using Your Account for any unauthorised use of Your Account.

that the Student maintains the confidentiality of Your password and for all activities that occur under Your password or Account. You must log out of Your Account at the end of each lesson. You must immediately notify Us of any unauthorised use of Your password or Account. You must ensure that Your Account is kept up to date.

er to use, anyone else's Account without prior authorization from Us.

must be accurate and complete. If any of Your or the Student's information changes, it is Your responsibility to ensure that Your Account is kept up to date.

If You have an active Subscription for the duration of the period of that Subscription or, if later, the latest access period granted to any Instruction by the Subscription.

If You wish to close and delete the 'section>>' section of Our Site.

## **7. Your privacy and security**

### **EITHER**

[Note that all tuition that You purchase is for a private lesson.]

### **OR**

[Where any tuition that the Student accesses is via synchronous live stream audio and/or video technology (not a pre-recorded transmission), on the occasion the Student accesses it, it will be made available only to the Student as an individual private lesson.

[unless We have specified that it is accessible to others who have also purchased it and choose to access it]

Therefore, if We specify that a particular lesson will be accessible to others, the following will apply to that lesson, unless We specify otherwise to the Student if You are their parent or guardian:

- (a) when the Student signs in to the [Zoom] [App and Your Device] [platform>>], they should indicate to Us that they are taking part in a private lesson;
- (b) You/the Student understand that the lesson may be accessible to other people who may see and hear via the [Zoom] [App and Your Device] [platform>>] since their name will be visible to Us and other students taking part in the lesson;
- (c) The space that the Student is using to take the lesson (the [Zoom] [App and Your Device] [platform>>] App and Your Device) not only the Student but also the other people in or near that space and its surroundings. For example, other people in or near that space might decide to use a private room for their own purposes and it should be difficult to prevent them from doing so;
- (d) There are potential risks in using the [Zoom] [App and Your Device] [platform>>] technology that include, but are not limited to, breaches of data security and theft of personal information;
- (e) We cannot ensure privacy in lessons involving Our other students taking part in the lesson;
- (f) In any event, it will be Your responsibility to ensure that You have/the Student has a suitable space to use when taking the lesson in order to protect their privacy and that of others in the lesson.

We will not be liable to You/the Student for damage arising from Your/the Student's failure to comply with the above.

## **8. Health and Safety**

You acknowledge and agree, and the Student acknowledges and agrees, that You have/the Student has a suitable space to use when taking the lesson in order to protect their privacy and that of others in the lesson.

- (a) Certain particular lessons may be unsuitable for a Student if

remain active for the duration of the latest access period granted to any

do so via the '<<insert name of

## **When tuition is accessed**

only to the Student as an individual

via synchronous live stream audio and/or video technology (not a pre-recorded transmission), on the occasion the Student accesses it, it will be made available only to the Student as an individual private lesson.

accessible to others who have also

also accessible to the others, the following will apply to that lesson, unless We specify otherwise to the Student if You are their parent or guardian:

of other online service delivery platforms since their name will be visible to Us and other students taking part in the lesson;

There is a risk that other students and other people may see and hear via the [Zoom] [App and Your Device] [platform>>] App and Your Device) not only the Student but also the other people in or near that space and its surroundings. For example, other people in or near that space might decide to use a private room for their own purposes and it should be difficult to prevent them from doing so;

others and it should be difficult to prevent them from doing so. The [Zoom] [App and Your Device] [platform>>] App and Your Device) not only the Student but also the other people in or near that space and its surroundings. For example, other people in or near that space might decide to use a private room for their own purposes and it should be difficult to prevent them from doing so;

cover technology that include, but are not limited to, breaches of data security and theft of personal information;

to the nature of two way lessons

that You have/the Student has a suitable space to use when taking the lesson in order to protect their privacy and that of others in the lesson.

or damage arising from Your/the

guardian You will ensure that the

may be unsuitable for a Student if



- they have special needs, depending on the needs, p
- (b) When You purchase a Subscription, You agree to participate in any lesson,

[We advise You to tell Us of any problem or condition of which You are aware which might be relevant to participating in that lesson.]

**OR**

[You must tell Us of any special condition of which You are aware which might be relevant to participating in that lesson. We will [discuss with You any such matter to inform You if We decide not to accept Your order for a Subscription] if We do accept Your order for a Subscription. If We do accept Your order for a Subscription, We must act in accordance with any instructions provided by Us and

- (c) Due to the remote nature of the lessons, We do not undertake to and cannot supervise, attend, assist or be responsible for (or alert any third party to do so), if the Student falls ill, has an accident or is injured throughout the session, You, as the parent/guardian, must ensure the Student participates in the lesson [and must supervise the Student to the extent necessary]. [You, as the parent/guardian, must inform Us by mobile phone in case We need to act immediately before or after, or at any time during, any lesson.]

**9 Music teachers, [and] professional DBS]**

Please note that:

- (a) We will in Our discretion assign teachers to each lesson. Where a Subscription comprises more than one lesson, We

**EITHER**

[may assign different teachers to each lesson, but will endeavour to minimize the changes of teacher from one lesson to the next in relation to each Subscription.]

**OR**

[will ensure as far as possible that the same teacher is assigned to those lessons, but will endeavour to minimize changes of teacher from one lesson to the next in relation to each Subscription.]

- (b) In any event, the teachers assigned to each lesson will be appropriately qualified as a teacher of the instrument at the appropriate level and will be competent to teach the instrument.
- (c) Details of actual or intended changes of teacher from one lesson to the next in relation to each Subscription will be provided to You on our Site.
- (d) [If before You purchase a Subscription, You request Us to provide You with references for the teachers who We may or will assign to teach the lessons comprised in that Subscription, We will provide You with [at least] [two] professional references of, and ability and experience in the teaching of the relevant instrument; and
- (e) [Every teacher assigned to teach the lessons comprised in that Subscription will abide by the MU's Code of Conduct, the copy of which can be obtained from the MU, whose address is [address], London SW9 0JJ.]

(f) **EITHER**

[As a private individual, We are unable to obtain a Disclosure & Barring Service (DBS) enhanced check for You [but We [will] [are able to] arrange for << >> to carry out a DBS check for You [and We [will] [are able to] request it before You purchase a Subscription] [and We [will] [are able to] request it before You purchase a Subscription].

**OR**

[We will ensure that, before We receive the result of the DBS enhanced check for that teacher which We consider would render the teacher to be an individual who is not suitable to be a music teacher, We are unable to check for You [but We [will] [are able to] arrange for << >> as a DBS umbrella organisation to carry out a DBS check for You [and We [will] [are able to] request it before You purchase a Subscription].

## 10 Scope of Our teaching –

**Instruments offered:** We offer to provide tuition on a range of musical instrument, e.g. piano, guitar, drums, violin, cello, clarinet, etc>>.

**Period of lessons:** Where a lesson is provided to the Student for individual tuition for the Student for a period of 60 minutes (or any other period that We agree with You).

**[Trial lesson:** Where the Student receives any live two way interactive lesson from Us for the relevant instrument to provide a single live two way interactive lesson as a trial for a period of 30 minutes (or any other period that We agree with You) so that You/the Student can decide whether to purchase further lessons with Us for that instrument.]

**Progress of Student:** Whilst We endeavour to ensure that the Student makes satisfactory progress, We make no warranty or representation (including any music examination) as to the progress of the Student depending on various factors, including, without limitation, the frequency of lessons, whether they are interactive rather than one way lessons, the instrument, any other homework or practice which is set or suggested by the teacher, and the Student's aptitude.

Satisfactory progress cannot be guaranteed and that any particular result will be brought about as a result of the Student taking part in lessons on the instrument in accordance with Our progress.

**Attendance:** If the Student is not present for any reason it is solely Your responsibility to ensure that You/the Student attends that missed lesson by purchasing an additional lesson if necessary.

**Punctuality:** Students are expected to be present on time (having already assembled and tuned their instrument) at least 5 minutes before the scheduled start time of the lesson to ensure that they are ready to start the lesson.

**Course materials etc.:** We may provide or recommend to any sheet music, textbooks or other materials that the Student should purchase or otherwise acquire where We think it is necessary or helpful for the Student to use during or outside lessons but We cannot provide such books or materials.

**Practise/Homework Assignment:** We may assign the Student a practise/homework assignment at the end of a lesson. It is best if the Student has a quiet space to complete it prior to his/her next lesson. We recommend that the Student has a quiet space to complete it prior to his/her next lesson. It is best if the Student has a quiet space to complete it prior to his/her next lesson. It is best if the Student has a quiet space to complete it prior to his/her next lesson.

**Our commitment, amount of tuition to be provided on any day/in any week:** We agree to provide tuition at the agreed times and days. It is not possible to determine at the outset the Student will require. Where We

music teacher, We are unable to obtain a Disclosure & Barring Service (DBS) enhanced check for You [but We [will] [are able to] arrange for << >> as a DBS umbrella organisation to carry out a DBS check for You [and We [will] [are able to] request it before You purchase a Subscription].

les the first lesson to the Student, We will ensure that, before We receive the result of the DBS enhanced check for that teacher which We consider would render the teacher to be an individual who is not suitable to be a music teacher, We are unable to check for You [but We [will] [are able to] arrange for << >> as a DBS umbrella organisation to carry out a DBS check for You [and We [will] [are able to] request it before You purchase a Subscription].

of musical instrument, e.g. piano, guitar, drums, violin, cello, clarinet, etc>>.

interactive session, We will provide a single live two way interactive lesson to provide a single live two way interactive lesson as a trial for a period of 30 minutes (or any other period that We agree with You) so that You/the Student can decide whether to purchase further lessons with Us for that instrument.]

received any live two way interactive lesson from Us for the relevant instrument to provide a single live two way interactive lesson as a trial for a period of 30 minutes (or any other period that We agree with You) so that You/the Student can decide whether to purchase further lessons with Us for that instrument.]

We endeavour to ensure that the Student makes satisfactory progress, We make no warranty or representation (including any music examination) as to the progress of the Student depending on various factors, including, without limitation, the frequency of lessons, whether they are interactive rather than one way lessons, the instrument, any other homework or practice which is set or suggested by the teacher, and the Student's aptitude.

We make no warranty or representation (including any music examination) as to the progress of the Student depending on various factors, including, without limitation, the frequency of lessons, whether they are interactive rather than one way lessons, the instrument, any other homework or practice which is set or suggested by the teacher, and the Student's aptitude.

for any reason it is solely Your responsibility to ensure that You/the Student attends that missed lesson by purchasing an additional lesson if necessary.

on (having already assembled and tuned their instrument) at least 5 minutes before the scheduled start time of the lesson to ensure that they are ready to start the lesson.

to any sheet music, textbooks or other materials that the Student should purchase or otherwise acquire where We think it is necessary or helpful for the Student to use during or outside lessons but We cannot provide such books or materials.

the Student a practise/homework assignment at the end of a lesson. It is best if the Student has a quiet space to complete it prior to his/her next lesson. We recommend that the Student has a quiet space to complete it prior to his/her next lesson. It is best if the Student has a quiet space to complete it prior to his/her next lesson.

**Our commitment, amount of tuition to be provided on any day/in any week:** We agree to provide tuition at the agreed times and days. It is not possible to determine at the outset the Student will require. Where We

decide that We are able to do so appropriate, when We consider the suggest that, as and when appropriate pursue, performance opportunities [local, regional and national youth performances or concerts with workshops or masterclass opportunities]

[We will provide references about their development as and when appropriate.]

## 11 Student's Commitment

**Preparation for each lesson:** completing each practise assignment at the previous lesson. Adequate regular practicing time is more likely instrument concerned and growth. Student carries out any practise guidance with their practise or he usually contactable and able to provide

**Practice times:** We cannot recommend him/her but We usually recommend x 5 per week if he/she is a beginner and 1-2hrs x 5 per week if he/she week for at least <<e.g. 30 minutes amount of time equal to [(or greater

**[Records:** The Student should provide [can] be in the form of <<e.g. a notebook out any information useful or new homework assignment or to prepare

**Parent/Guardian's involvement:** are encouraged to take an active role and be involved in their practise practicable and helpful to him/her place for him/her to practise and suggesting a set time/s for practise his/her weekly routine.

to You/the Student, as and when appropriate for any relevant examination. We student develop as a musician, they [for school concerts], auditioning at annual music camps, attending musicians, and skill development special to their level.

their development as and when

attend each lesson prepared by assignment that We give to him/her and maintenance of recommended progress in learning to play the our responsibility to ensure that the ents [but if the Student requires gnment between lessons, We are ].

how much practice is ideal for dules regular periods of 20-30mins week if he/she is at intermediate level [practices <<e.g. 5 >> days each tices on 5 days per week for an ir lesson].

ion lesson diary [and this [should] e Student can make notes, setting when carrying out practice or a

rent/guardian of the Student, You study of the instrument concerned ments to the extent that that is necessary provide them with a quiet gnments without interruption, and mework assignments to fit in with

## 12 Provision of Instruments

We are not responsible for obtaining an instrument or other items for the Student. We [may][will][are unable to] provide an instrument or other items suitable for different stages of the Student's development. However, the Student should adopt any recommendation that We make as to the instrument and other items that he/she should use.

The Student must provide their own instrument and materials needed [including [music stand] [strings] [reeds] [guitar strings] [metronome] [tuner] [and] [sheet music] for the instrument] for the lessons. [We will indicate what is needed.]

We are unable to sell, rent, lease or provide any instrument or accessories or anything else other than what is specified in these Terms of Sale [but We may be able to provide tips or information on our Site as to how You might acquire such items].

## 13. Tips for the Student

Find a safe place to keep your instrument, away from drafts, close to air-conditioning units or in hot cars. Keep your instrument in good order. Always have [a spare set of strings] [and re-hair your bow every 10-15 days].

Find opportunities to play at home or join an orchestra. Listen to your favorite music and take extra music theory lessons to boost your understanding of music.

## 14 [Instrument requirements]

The Student will need to have at home an instrument that meets the following criteria. It must have:

### EITHER

[a piano that is kept in tune and in good order]

### OR

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

- at least five octaves of standard piano keyboard
- touch-sensitivity (i.e. it can play softly or loudly depending on the way the keys are played);
- a damper (floor) pedal plug-in
- a stand that allows the Student to play at the same height as the keys on a regular acoustic piano; and
- a music stand that allows the Student to play in the same position as it would be on an acoustic piano.]

## 15 [Instrument requirements]

The Student will have at home an instrument that meets the following criteria. It must have:

- a snare drum, bass drum, and cymbal;
- a silent practice pad;
- several sets (different weights) of drumsticks;
- brushes.

An electronic drumkit at home may be used as an alternative.

## 16 [Instrument requirements]

The Student will have at home an electric guitar or other electric instrument that meets the following criteria. It must have:

<<Specify whether guitar, connection cable, amplifier or other equipment needed for lessons>>

## Student:

The Student must provide their own instrument and materials needed [including [music stand] [strings] [reeds] [guitar strings] [metronome] [tuner] [and] [sheet music] for the instrument] for the lessons. [We will indicate what is needed.]

The Student must provide their own instrument and materials needed [including [music stand] [strings] [reeds] [guitar strings] [metronome] [tuner] [and] [sheet music] for the instrument] for the lessons. [We will indicate what is needed.]

We are unable to sell, rent, lease or provide any instrument or accessories or anything else other than what is specified in these Terms of Sale [but We may be able to provide tips or information on our Site as to how You might acquire such items].

Find a safe place to keep your instrument, away from drafts, close to air-conditioning units or in hot cars. Keep your instrument in good order. Always have [a spare set of strings] [and re-hair your bow every 10-15 days].

Find opportunities to play at home or join an orchestra. Listen to your favorite music and take extra music theory lessons to boost your understanding of music.

The instrument must meet the following criteria. It must have:

[a piano that is kept in tune and in good order]

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

at least five octaves of standard piano keyboard

touch-sensitivity (i.e. it can play softly or loudly depending on the way the keys are played);

a damper (floor) pedal plug-in

a stand that allows the Student to play at the same height as the keys on a regular acoustic piano; and

a music stand that allows the Student to play in the same position as it would be on an acoustic piano.]

The Student will have at home an instrument that meets the following criteria. It must have:

a snare drum, bass drum, and cymbal;

a silent practice pad;

several sets (different weights) of drumsticks;

brushes.