<<INSER

ES ACHER>>

### THIS AGREEMENT is dated

### **BETWEEN:**

- (1) The Music Teacher, whose (referred to below as "I" or
- (2) [<<Name of Parent/Guardi <<Address>> who is the P or "You") of the Student wh

#### OR

[<<Name of Student if age "Student" or "You")].

# 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Business"

"Consumer"

"Fee"

"I/Me/My"

"Instrument"

"Lesson"

"My Premises"

"Parent/Guardian"



day of

sic Teacher>>>> of <<Address>>

s under the age of 18>> of ed to below as "Parent/Guardian" Student who is under 18>>]

ress>> (referred to below as "the

therwise requires, the following

trade, craft, or profession carried or any other person/organisation;

" as defined by the Consumer d in relation to this Agreement dual Student [and his/her receives or uses services from more Lessons for the individual se and for purposes wholly or poses of any Business;

harge for each Lesson (including ng time to Your Premises) which greement is £<<insert amount>> rgeable;

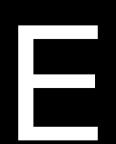
cher whose name is set out above business and contact address is

type of musical instrument, e.g, s, violin, cello, clarinet, flute,

esson of <<insert number e.g. 45, that I provide for the Student on

at My above address where I You but in Clause 2.17 it means s defined in the Regulations;

guardian of the Student where the ge of 18;



"Regulations"

"Student"

"You/Your"

"Your Premises"

- 1.2 Unless the context
  - 1.2.1 "this Agreen
  - 1.2.2 a "Clause o this Agreem
  - 1.2.3 [the Schedu of this Agree
- 1.3 The headings used affect the interpreta
- 1.4 Words signifying the
- 1.5 References to any

# 2. Booking, Timing and Car

- 2.1 Any time/date slot any date/time that particular time/date
- 2.2 If You ask to book slot/s, Your reque Whether I accept confirmation of You only become a firr accordance with su
- 2.3 If and when I accept book a particular L will from the date between You and N
- 2.4 If I specifically agre booked that each s the Lesson rather there will be a bind book it.
- 2.5 Unless I agree other series of Lessons. may be any number or the number of le regular day, time, a before You offer to least at least <<inse

sumer Contracts (Information, tional Charges) Regulations 2013;

vho is to receive any Lesson;

r where the Student is under the eans the Parent/Guardian; and

ddress in the case of any Lesson with You I am to provide for the s.

reference in this Agreement to:

s Agreement; [and]

nce to a Clause or sub-Clause of

his Agreement and it will form part

or convenience only and shall not

nclude the plural and vice versa.

ther gender.

# nd Consumer Rights

o availability. I will advise You of not reserve or guarantee that ecomes a firm booking as follows.

ssons for any particular date/time book that particular date/time. g will be in My discretion. My be my acceptance of it but it will it becomes a binding contract in

sage] [email] [letter]) Your offer to ns and You pay for it/them, there y sooner) be a binding contract ned, except as follows.

or more particular Lessons to be ay be paid for at the beginning of ne time I accept a booking for it, ne time that I accept Your offer to

st be booked as part of a regular <insert number, typically 10 but it lent takes lessons on a trial basis he length of a school term>> at a e You of available time/date slots are available for pre-paying for at ons – for details See Clause 3.]

- 2.6 During the period of booked as set out during the first ser without an interven previous series. On same way.
- 2.7 Where the Student teacher on the Instruction that the Student can advise whether
- 2.8 Where You pay fo same time book a t a time/date for the period after the dat not booked for a till sub-Clause 2.8>> v refund any payme endeavours to agre as above in this sub-
- 2.9 When You book a entitled to keep sor 2.12 below if You la notice as is requir following paragraph
- 2.10 If the Student arrive start time, or when is not ready to star scheduled finishing or the Student arriv
- 2.11 I may treat a Less giving notice to Me [10] minutes after the time that the Student scheduled start time as cancelled in any time/date slot for it slot. I may decide sub-Clause 2.12 be

### 2.12 **EITHER**

[You may for any rewithout charge if weeks>>] OR [<<i event: either I will ror, if when You can date which falls with date of the cancer discretion I decide keep the Fee as particular if without the cancer discretion I decide keep the Fee as particular if without the cancer discretion I decide keep the Fee as particular in the cancer discretion I decide keep the Fee as particular in the cancer discretion I decide keep the Fee as particular in the cancer discretion in

If You do not give Clause 2.12>> price there is no such ditional series of Lessons may be y be made either before, after, or ditional series may begin (with or k) at any time after the end of the quent series may be booked in the

n any lessons with Me or another ovide a single Lesson as a trial so a tinue with Lessons, and so that I earning the Instrument;

advance, but You do not at the nem, You must subsequently book <insert period e.g. 10>> week Lessons. Any Lesson paid for but t <insert period as above in this ken and will be lost, and I will not or it. I will use all reasonable the falls within that <<insert period iod.

e in advance for them, I will be as set out in sub-Clauses 2.11 or son/s without giving Me such prior to be given, as explained in the

by Lesson later than its scheduled son at Your Premises the Student extend the length of it beyond its agree to do so at the time when I

ted as cancelled by You without or is not ready to start) more than if the Lesson or You tell Me at any ore than [10] minutes after the attend at all. If I treat the Lesson but I am not obliged to) give Your shing to book that time and date ou for that cancelled Lesson, and

whether or not it is part of a series)
[<<insert period e.g. 1,2,3,4,5
nore days>> prior notice. In that
u paid in advance for that Lesson
for a later substitute Lesson on a
g. 1,2,3,4>> week period after the
able to and in My reasonable
d substitute booking, I will instead
Lesson.

he period as in second line of this or if You do give such notice but itled to charge You for any net financial loss that limited to the amo deduct that charge the Lesson and I sh

### OR

[Once a Lesson is date booked for the date when You cate [irrespective of heancellation,] OR [line two above>> when the same deduct that charge shall refund any bate of the same deduct that charge shall refund any bate of the same deduct that charge shall refund any bate of the same deduct that charge shall refund any bate of the same deduct that charge shall refund any bate of the same date of

Calculation of net f for a Lesson incurr saved by Me, and I

- 2.13 If, due to exception accidents and bere at least <<insert days/weeks>> prior discretion decide we entitled to make un or more occasions, the circumstances a
- I may cancel a bo following circumsta
  - 2.14.1 I am not av Your Prem
  - 2.14.2 An event of more than
  - 2.14.3 I find that Clause 1 a

If I cancel a Lesson payment that You I ask to rebook for a accept that reques payment for the sul

- 2.15 I will use all reaso start time, but the sother circumstance 15 minutes>>, or, if You that there will k and I will refund to any request from a case I will instead k
- 2.16 I may immediately reasonable opinior Agreement. You wi

ncellation but that charge will be that Lesson. I will be entitled to n the Fee You paid in advance for You.

ancel it without charge [unless the insert number>> weeks after the a Lesson for any reason, then or notice You give Me of the least <<insert same number as in be entitled to charge You for any ancellation but that charge will be that Lesson. I will be entitled to in advance for the Lesson and I

count of any time for preparation travel time and/or cost incurred or of the Fee.

Iding, but not limited to, illness, ancel a Lesson [without giving Me ame period as in Clause 2.12 or the circumstances and in My rge for late cancellation that I am see to waive such a charge on one so on any other occasion even if

e before its time/date slot in the

ent (and/or, if relevant, to travel to the time concerned; or

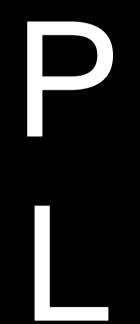
8 below occurs and continues for or

not "Consumers" (as defined in

ither I will refund to You in full the t Lesson <u>or,</u> if when I cancel You and in My discretion I decide to I will instead keep the Fee as

art each Lesson at its scheduled verrun of a previous Lesson or by s at least <<insert time period e.g ter You arrive for a Lesson I notify time, You may cancel the Lesson for that Lesson unless I agree to on for another time/date in which for the rebooked Lesson.

the Student's conduct is in My amounts to Your breach of this efund for a Lesson started but not



completed in such have yet to be take the Lesson or with refund You the Fe series which I canc

2.17 Where the contract Regulations give Y be in addition to the 2. You may for any after I accept a bo date which is befor requested Me to pr You may not can accordance with C covered by that be must confirm this ir this Sub-Clause 2.7 the booking, I will Your cancellation le that is covered by the

# 3. Fees and Payment

- You must pay the F Student.
- 3.2 [If at any one time advance (whether standard Fee by < the Fee for each su of the standard Fee
- 3.3 The amount of star try to give You as r any event not less bookings made aft Lessons previously
- 3.4 You may pay Me fo
  - 3.4.1 <<Insert me
  - 3.4.2 <<Insert Me
  - 3.4.3 <<Insert me
  - 3.4.4 <<Insert me
  - 3.4.5 <<Insert Ad
- 3.5 All prices of Lessor time are inclusive o

### 4. Eligibility to Receive Les

4.1 I only make Lesson above), and Your confirmation that You any request(s) by Student are not a

ther Lessons booked and paid for of them at the time of terminating ermination, and in that case I will umber of booked Lessons in the

not made on My Premises, the his sub-Clause 2.17, and they will he above provisions of this Clause I Lesson during the 14 day period poking includes any Lesson on a period, and if You have expressly in that 14 day period and I do so, son and You must pay for it in only cancel any other Lesson(s) hat a booking be cancelled, You You. If You cancel as allowed by y made any payment(s) to Me for you within 14 days of receiving he Lesson(s) that I have provided

I fully and correctly provide to the

nber, e.g 4>> or more Lessons in nger series), I will discount the % for each of those Lessons, i.e. <insert amount which is e.g. 90%

hange from time to time but I will sible of any such changes, and in Any increase will only apply to ncrease; it will not apply to any

e following methods:

ard>>;

k Transfer>>

ent or notified to You from time to on amounts payable for Lessons.

sumer" (as defined in Clause 1 nent will be deemed to be Your a "Consumer" in connection with at any time I find that You or the thout liability to You cancel this

Agreement forthwit not then be entitled You have paid for a Fees for those Less

4.2 Signature by the S signs it), will be o <<18>> or over. I accepting his/her re the date of this Ag that he/she is age evidence or does r Agreement forthwit period.

### 5. Miscellaneous

The following, amongst oth

- 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 My commitment
- 5.8 Parent/Guardian's i
- 5.9 Examination entries

# 6. Health and Safety, Profes

The following applies wher

- 6.1 You give Me permis
- 6.2 Where a Lesson to accompanied by hominated by the contactable by Me Lesson takes placed responsible adult meson takes.
- 6.3 In the interests of the attends any Lesson which might be or be
- 6.4 If You do not tell Me that I then discover remainder of that L Lessons as cancel charge to You for above will then app
- 6.5 [As a private individ obtain a Disclosure able to] arrange

llation notice and the Student will If at the time of such cancellation to be given, I will refund You the

nt (i.e. where no Parent/Guardian confirmation that he/she is aged reasonably, be entitled to delay on/s if I request within 7 days after t should provide proper evidence e he/she does not provide such of My request, I may cancel this y time after expiry of that 7 day

in the Schedule:

udent is under 18

ompetitions or festivals.

DBS] etc

e age of 18:

t.

ises, the Student must either be or some other responsible adult the Parent/Guardian must be duration of each Lesson. Where a that Parent/Guardian or another throughout the Lesson.

ou must inform Me before he/she er condition affecting the Student n to that Lesson.

thing referred to in sub-Clause 6.3 y, decide not to provide that or the ons booked and to treat any such ce, in which case I may make a prepart of it) and sub-Clause 2.12

ce Music Teacher, I am unable to S) check for You [but I [will] [am hisation>> as a DBS umbrella



organisation to carr will do sol before th

## The following applies whet

- 6.6 I will not be respondent that
- 6.7 I am a member of the Code of Conduct, address is 60-62 Cl
- 6.8 [I will [on request] p
  - 6.8.1 At least << and ability
  - 6.8.2 Evidence qualificatio other body a member

# 7. Rules

- 7.1 I do not permit You
  - 7.1.1 smoke any
  - 7.1.2 be accomp Clause 6, l
  - 7.1.3 bring any a If the Stud of that befo
- 7.2 Students must not audio/video recordi Lesson or part of it.
- 7.3 Neither You nor th sheet music.
- 7.4 If You or the Stude cancel the Lesson v

### 8. Events Beyond My Reason

- 8.1 I will not be liable f this Agreement re including illness, la law or any action ta other similar or diss
- 8.2 If any event descrit affect My performal You as soon as is any time limits that You when that eve availability of Lesson any Lesson(s) which full the Fees that You

ly behalf: [if You request it] [and I

# under the age of 18:

ety of any minor at My or Your under the age of 18.

) and I agree to abide by the MU's e obtained from the MU, whose V9 0JJ.

ı book any Lessons:

ferences as to My knowledge of, ng the Instrument; and

confirm that I hold the following tc>> from <<name of University or or other qualification>>] [and I am tion/s: <<insert details>>].]

y any child, or except as stated in

with the exception of guide dogs. guide dog, You should inform Me ent.

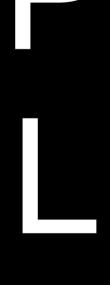
vices in Lessons except for any ay be used specifically to record a

to make any photocopies of any

any of these requirements, I may und or other amount.

performing My obligations under beyond My reasonable control, on-performance by suppliers, any public authority, act of god, or any nce that is beyond My control.

1 occurs that is likely to adversely der the contract, I will try to inform obligations will be suspended and extended accordingly. I will inform letails of any new dates, times or nay, without liability to Me, cancel to that event, and I will refund in e cancelled Lesson(s).



# 9. Limitation of Liability

- 9.1 I will be responsib Student may suffer of My negligence consequence of My Me when My controls or damage tha
- 9.2 I provide all Lesso private use/purpose profit, loss of busir opportunity.
- 9.3 Whilst I will use I satisfactory progres various factors, ir Lessons, type and Student's aptitude. no warranty or repl (including passing any Lesson(s). In prerequisite of successions
- 9.4 If You or the Stude not undertake to ke loss or damage will loss or damage is responsible for an belongings caused where You or the that I suggest or as bring any valuable I
- 9.5 If a Lesson takes premises, or Your/effects at Your Premover and the Stude any deliberate or ne
- 9.6 You will be respons or the Student prov Your Premises or N
- 9.7 Nothing in this Agre death or personal misrepresentation.
- 9.8 Furthermore, if Yo Consumer Rights consumer protection will exclude, limit, obligations to You or My liability to You
  - 9.8.1 the Consum
  - 9.8.2 the Regulat
  - 9.8.3 the Consum

loss or damage that You or the n of this Agreement or as a result foreseeable if it is an obvious r if it is contemplated by You and I will not be responsible for any

or his/her and Your personal and You or the Student for any loss of iness or for any loss of business

ensure that the Student makes student to student depending on ion, number and frequency of ried out by the Student, and the annot be guaranteed, and I make icular result will be brought about esult of the Student taking part in r practice as advised by Me is a

longings on to My Premises, I do any storage place for them. Their lent's own risk except where such negligent act by Me. I will not be Your or the Student's personal est or visitor to My Premises even nem in any place at My premises advise You and the Student not to es.

I do not undertake to keep Your personal belongings or household ss of or damage to them will be at are such loss or damage is due to

ent (i.e. the Instrument which You t loss or damage whether it is at

will exclude or limit My liability for ligence or for fraud or fraudulent

e "consumers" as defined by the s for the purposes of any other this Agreement is intended to or se affect any of My duties or the Student's rights or remedies,

þr



9.8.4 any other co

as that legislation is For more details of local Citizens' Advid

#### 10. Changes to terms and cd

I may from time to time ch giving You notice, but I will is reasonably possible of a

#### 11. How I use Your and the S

I will only use Your person from <<insert location(s)>>

#### 12. Regulations

I am required by the Regu available to You as a Cor make a booking) except w of the transaction. I have You to see now, or I will make a booking. All of that the terms of My contract w

#### 13. Information

As required by the Regulat

- 13.1 all of the information
- 13.2 any other informati business which Yo when making any o

will be part of the terms of

#### 14. **Complaints**

I always welcome feedba endeavours to ensure that positive one, I nevertheles cause for complaint. If You any other complaint about My Premises or by contact

#### 15. **No Waiver**

No failure or delay by M means that I or You have of any provision of this A breach of the same or any

#### 16. Severance

If any provision of this Agr unenforceable in whole or and the remainder of the p ation. me.

> legal rights, please refer to Your ndard Office.

#### hent

nditions of this Agreement without eavours to inform You as soon as

# mation (Data Protection)

ut in My Privacy Notice [available hedule1.

rtain information is given or made ly contract with You (i.e. before I already apparent from the context itself either in this Agreement for before I accept Your request to ired by the Regulations, be part of

: and

bout any Lessons or Me and My n deciding to make a booking or ons.

a Consumer.

lst I always use all reasonable experience as My customer is a u if You or the Student have any complaint about any Lesson/s or tter with Me by speaking to me at bd E.g. Phone, Email or Post>>.

any rights under this Agreement waiver by Me or You of a breach r You will waive any subsequent

empetent authority to be invalid or other provisions of this Agreement not be affected.

# 17. Law and Jurisdiction

- 17.1 The Agreement, contractual or other with the law of [Eng
- 17.2 As a consumer, Yo your country of res reduces Your rights
- 17.3 Any dispute, contro to the Agreement contractual or othe England, Wales, s residency.

etween You and Me (whether by, and construed in accordance Ireland] [Scotland].

nandatory provisions of the law in Clause 17.1 above takes away or those provisions.

aim between You and Me relating etween You and Me (whether o the jurisdiction of the courts of reland, as determined by Your



Mis

**Attendance:** If the Student is not Your responsibility to ensure that substitute Lesson with Me.

Punctuality: Students are expedition before the scheduled start time of

Provision of Instruments and or responsible for obtaining or provide

I will advise You on what Instrundevelopment. Unless I agree otheto the Instrument and other items

The Student must provide their bring it to use at every Lesson] Ol each Lesson].

The Student must also provide an stand [strings] [reeds] [guitar pi [and] [sheet music] for their use a and agree with You [before] [at] [are needed.

If the Student does not have any suggestions as to the items that are [likely to be] available] **OR** [a hired]. Where I am able to sell You discuss and agree price and other related to any such sale, and any

Loan of Instruments and other may ask Me to loan them an Ins provision of a Lesson or to unde does not include anything related such loan will be governed by a principle to any such loan, You ar in writing. I may on occasions agree

Homework Assignments: I [m assignment at the end of a Less Lesson. [If the Student requires he contactable and able to provide he

Lesson for any reason it is solely he missed Lesson and to book a

for a Lesson at least 5 minutes they are ready to start on time.

**lent:** Except as follows, I am not er items for the Student.

different stages of the Student's ld adopt my recommendations as

tice and performance [and must ditional Instrument for their use in

naterials needed [including [music ractice pad] [metronome] [tuner] uding] [at Lessons]. I will discuss u] [at the first Lesson] what items

onsider is necessary, I will make e or hire and [[how] [where] they whom they can be purchased or as to the items concerned and will eement does not include anything ed by a separate agreement.

Is: From time to time the Student nent either in connection with the for examination. This Agreement or other equipment loan, and any is and when You and I agree in rangements and the terms of loan the Student without charge.

give the Student a homework complete it prior to his/her next ht between Lessons, I am usually

Practice: The Student should co completing [each] [any] homewor and carrying out the recommer Adequate preparation for Lessons recommended regular practicing t ensure that they carry out the nec has a quiet place to practice witho

Practice times: I will recommend usually recommend that the Stude he/she is a beginner, 30-45mins of per week if he/she is at advance least <<e.g. 30 minutes>> each of time equal to [(or greater than)] the

[Records: The Student should presented of student and I may make notes in Student when carrying out a home

My commitment: I agree to te recommend to the Student, as and

- 1. performance opportunities
- 2. to audition at [local, region
- 3. to attend annual music car
- 4. that I enter the Student in Associated Board exams,
- 5. performances or concerts
- skill development worksho their level

I will encourage the Student to full music.

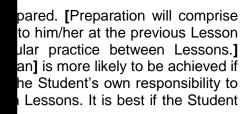
I will provide references about the

Parent/Guardian's involvement: take an active interest in his/he example, taking time to listen to without interruption, and creating a

**Examination entries, public per** only be entered by [Me] [or] [You entry fees.

[Data

<<inse



n practice is ideal for him/her. I will riods of 20-30mins x 5 per week if at intermediate level and 1-2hrs x <e.g. 5 >> days each week for at days per week for an amount of

actice and Lesson diary [and this to notebook, music book>>]. The nation useful or necessary to the tice.

agreed times and days. I will

chool concerts];

hestras];

es such as AMEB, Trinity, Royal ches the required level;

musicians; and

rtunities that may be beneficial to

and inspire a life-long interest in

pment as and when appropriate.

Inder 18, You are encouraged to involved in their practice by, for uiet place for him/her to practice the his/her daily routine.

ns or festivals: The Student will u and I agree. You must pay any

e 11)

ice>>1



**Tips for the Student:** Find a saf close to air-conditioning units or Always have **[**a spare set of string Find opportunities to play at hold friends, or join an orchestra. Listed extra music theory lessons to boost

# [Instrument requirements for a

The Student will need to have at h

#### **EITHER**

[a piano that is kept in tune and in name of a professional tuner/technology.

#### OR

Tan electronic keyboard/synthesize

- at least five octaves of star
- touch-sensitivity (i.e. it can
- a damper (floor) pedal plug
- a stand that allows the Stu acoustic piano; and
- a music stand that allows r an acoustic piano.]

# [Instrument requirements for a

The Student will have at home an

- snare drum, bass drum, ra
- silent practice pad;
- several sets (different weighter)
- brushes.

An electronic drumkit at home may

A drumkit Student need not bring but he/she should bring his/her ow

<u>[Instrument requirements for S</u> guitar or other electric Instrument)

<< Specify whether guitar, conn needed at home or to be brought to

IN WITNESS WHEREOF this Ag before written

trument. Do not leave it in drafts, nstrument in good working order. v every other year] [spare reeds]. ur community or for relatives or search your composers and take nowledge.

ou should ask Me if You need the

lowing criteria. It must have:

the way the keys are played);

height as the keys on a regular

same position as it would be on

ing as a minimum:

sh cymbals;

e to time.

shes, or practice pad to Lessons,

e of Instrument (e.g. for electric

s, amplifier or other equipment

executed the day and year first

SIGNED by

<<Name of Music Teacher>>

SIGNED by

[<<Name of Student, if aged 18 or</p>

OR

[<<Name of Parent/Guardian if St

of 18>>]