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THIS AGREEMENT is dated

day of

**BETWEEN:**

(1) The Music Teacher, whose name is <<Name of Music Teacher>>> of <<Address>>

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

**OR**

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

**1. Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"Business"** means any trade, craft, or profession carried on by an individual or any other person/organisation;

**"Consumer"** means a natural person as defined by the Consumer Protection Act 1986 and in relation to this Agreement means the individual Student [and his/her spouse or partner] who receives or uses services from the Music Teacher for more Lessons for the individual use and for purposes wholly or in part for the private purposes of any Business;

**"Fee"** means the charge for each Lesson (including any charge for travelling time to Your Premises) which is payable in accordance with the Agreement is £<<insert amount>> per Lesson chargeable;

**"I/Me/My"** means the Music Teacher whose name is set out above and whose business and contact address is <<Address>>

**"Instrument"** means the type of musical instrument, e.g. piano, guitar, violin, cello, clarinet, flute, saxophone, etc.;

**"Lesson"** means a lesson of <<insert number e.g. 45, minutes>> that I provide for the Student on <<insert day of week>>

**"My Premises"** means at My above address where I provide Lessons to You but in Clause 2.17 it means the address as defined in the Regulations;

**"Parent/Guardian"** means the Parent/Guardian of the Student where the Student is under the age of 18;

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“Regulations”

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

“Student”

who is to receive any Lesson;

“You/Your”

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

“Your Premises”

the address in the case of any Lesson with You I am to provide for the purposes of this Agreement.

1.2 Unless the context otherwise requires, the following shall have the meaning ascribed to them in this Agreement:

reference in this Agreement to:

1.2.1 “this Agreement”

means this Agreement; [and]

1.2.2 a “Clause of this Agreement”

means reference to a Clause or sub-Clause of this Agreement;

1.2.3 [the Schedule of this Agreement]

means this Agreement and it will form part of this Agreement;

1.3 The headings used in this Agreement shall be for convenience only and shall not affect the interpretation of this Agreement.

for convenience only and shall not affect the interpretation of this Agreement.

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

shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

shall include the other gender.

**2. Booking, Timing and Cancellation**

**Booking and Consumer Rights**

2.1 Any time/date slot booked with me is subject to availability. I will advise You of any date/time that is not available. A booking that becomes a firm booking as follows:

to availability. I will advise You of any date/time that is not available. I will not reserve or guarantee that a booking becomes a firm booking as follows.

2.2 If You ask to book a particular time/date slot/s, Your request will only become a firm booking in My discretion. My acceptance of it will only become a firm booking in accordance with such terms and conditions as I may apply.

Lessons for any particular date/time slot/s. I will not book that particular date/time slot/s. My acceptance of it will be my acceptance of it but it will only become a binding contract in My discretion.

2.3 If and when I accept Your offer to book a particular Lesson, there will be a binding contract between You and Me from the date of My acceptance, except as follows:

[text message] [email] [letter]) Your offer to book a particular Lesson and You pay for it/them, there will be a binding contract between You and Me from the date of My acceptance (or any sooner) be a binding contract between You and Me from the date of My acceptance, except as follows.

2.4 If I specifically agree to book a particular Lesson, there will be a binding contract between You and Me from the date of My acceptance, except as follows:

one or more particular Lessons to be booked that each shall be paid for at the beginning of the Lesson rather than at the time I accept a booking for it, there will be a binding contract between You and Me from the time that I accept Your offer to book it.

2.5 Unless I agree otherwise, any Lesson must be booked as part of a regular series of Lessons. The number of Lessons may be any number or the number of Lessons per regular day, time, and date before You offer to book it. The number of Lessons must be booked as part of a regular series of Lessons. The number of Lessons may be any number or the number of Lessons per regular day, time, and date before You offer to book it.

must be booked as part of a regular series of Lessons. The number of Lessons may be any number or the number of Lessons per regular day, time, and date before You offer to book it. The number of Lessons must be booked as part of a regular series of Lessons. The number of Lessons may be any number or the number of Lessons per regular day, time, and date before You offer to book it.

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2.6 During the period of a series of Lessons, additional series of Lessons may be booked as set out in Clause 2.6. Any such additional series may be made either before, after, or during the first series. An additional series may begin (with or without an intervening Lesson) at any time after the end of the previous series. Or any subsequent series may be booked in the same way.

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2.7 Where the Student books any lessons with Me or another teacher on the Instrument, I may provide a single Lesson as a trial so that the Student can continue with Lessons, and so that I can advise whether the Student is enjoying learning the Instrument;

2.8 Where You pay for a Lesson in advance, but You do not attend the Lesson, You must subsequently book a Lesson at the same time/date for the same period after the date as above in this sub-Clause 2.8>> week period after the date as above in this sub-Clause 2.8>> Lessons. Any Lesson paid for but not attended at the time/date as above in this sub-Clause 2.8>> will be lost, and I will not refund any payment made for it. I will use all reasonable endeavours to agree a substitute Lesson which falls within that <<insert period as above in this sub-Clause 2.8>> period.

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2.9 When You book a Lesson in advance for them, I will be entitled to keep some of the Fee as set out in sub-Clauses 2.11 or 2.12 below if You fail to attend the Lesson/s without giving Me such prior notice as is required to be given, as explained in the following paragraph

2.10 If the Student arrives for any Lesson later than its scheduled start time, or when the Student is not ready to start the Lesson at Your Premises the Student may extend the length of it beyond its scheduled finishing time, or the Student arrives late, I may agree to do so at the time when I am present

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2.11 I may treat a Lesson as cancelled by You without giving notice to Me (or is not ready to start) more than [10] minutes after the time of the Lesson or You tell Me at any time that the Student is not ready to start more than [10] minutes after the scheduled start time. If I treat the Lesson as cancelled in any of these ways, I will not attend at all. If I treat the Lesson as cancelled in any of these ways, I will (but I am not obliged to) give Your Fee for that time and date as cancelled. I may decide to give You a substitute Lesson for that cancelled Lesson, and I will not charge You for that cancelled Lesson, and I will not refund any Fee paid for that cancelled Lesson.

2.12 EITHER

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[You may for any reason cancel a Lesson (whether or not it is part of a series) without charge if You give Me [10] minutes (<<insert period e.g. 1,2,3,4,5 weeks>>) prior notice. In that event: either I will not attend the Lesson if You paid in advance for that Lesson or, if when You cancel the Lesson I am unable to provide a later substitute Lesson on a date which falls within the <<insert period e.g. 1,2,3,4>> week period after the date of the cancelled Lesson, I will be unable to and in My reasonable endeavours to provide a substitute booking, I will instead provide a substitute Lesson, I will instead provide a substitute Lesson.]

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If You do not give Me such notice, I will be entitled to charge You for any net

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financial loss that is limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.

but that charge will be deducted from the Fee that Lesson. I will be entitled to deduct from the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.

**OR**

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

[Once a Lesson is booked for a date, I shall be entitled to cancel the Lesson for any reason, then I may charge You for any cancellation.] **OR** [I shall be entitled to charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

Calculation of net financial loss shall take account of any time for preparation and travel time and/or cost incurred or saved by Me, and I shall refund any balance of the Fee.

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.13 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, I am unable to attend a Lesson, I may cancel a Lesson [without giving Me any notice] provided that I give You at least <<insert number>> days/weeks prior to the Lesson. In My discretion I may be entitled to make one or more occasions, depending on the circumstances and My discretion.

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

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

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.14.1 I am not available to attend Your Premises at the time concerned;

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.14.2 An event of force majeure occurs more than <<insert number>> days/weeks prior to the Lesson;

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.14.3 I find that You are not "Consumers" (as defined in Clause 1 a)

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

If I cancel a Lesson, I shall refund to You the payment that You made for that Lesson, unless You ask to rebook for a Lesson. If I agree to rebook, I shall accept that request and I shall refund the payment for the substituted Lesson.

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.15 I will use all reasonable endeavours to start each Lesson at its scheduled start time, but the start time may be overrun of a previous Lesson or by other circumstances. I shall give You at least <<insert time period e.g. 15 minutes>>, or, if I am unable to start the Lesson at the scheduled time, I will notify You that there will be a start time overrun and I will refund to You the payment for that Lesson unless I agree to rebook You for another time/date in which case I will instead keep the payment for the rebooked Lesson.

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

2.16 I may immediately cancel a Lesson if, in My reasonable opinion, the Student's conduct is in My opinion a breach of this Agreement. You will be entitled to a refund for a Lesson started but not completed if the Student's conduct is in My opinion a breach of this Agreement. You will be entitled to a refund for a Lesson started but not completed if the Student's conduct is in My opinion a breach of this Agreement.

cancel it without charge [unless the Lesson is cancelled more than <<insert number>> weeks after the date when You booked the Lesson for any reason, then I may charge You for any cancellation but that charge will be limited to the amount of the Fee You paid in advance for the Lesson and I shall refund any balance of the Fee.]

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have yet to be take  
the Lesson or with  
refund You the Fe  
series which I can

other Lessons booked and paid for  
of them at the time of terminating  
termination, and in that case I will  
number of booked Lessons in the

- 2.17 Where the contract Regulations give You the right to cancel a Lesson, this right will be in addition to the right to cancel a Lesson under Clause 2. You may for any reason cancel a Lesson after I accept a booking for that Lesson on a date which is before the date on which I requested You to provide that Lesson. You may not cancel a Lesson in accordance with Clause 2.17 if the Lesson is covered by that booking. If You must confirm this in writing, I will, if You cancel the booking, I will refund You the amount of the Lesson(s) that is covered by that booking.

not made on My Premises, the right to cancel a Lesson under this sub-Clause 2.17, and they will be subject to the above provisions of this Clause. A booking for a Lesson during the 14 day period before the date on which I requested You to provide that Lesson includes any Lesson on a date which is before that period, and if You have expressly requested Me to provide that Lesson in that 14 day period and I do so, You must pay for that Lesson and You must pay for it in full. You may only cancel any other Lesson(s) if the cancellation of that Lesson(s) is not covered by that booking. If You want that a booking be cancelled, You must confirm this in writing to Me. You. If You cancel as allowed by this Clause 2.17 and You have not previously made any payment(s) to Me for that Lesson(s), I will refund You within 14 days of receiving written confirmation from You of the Lesson(s) that I have provided.

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### 3. Fees and Payment

- 3.1 You must pay the Fee for the Lesson to the Student.
- 3.2 [If at any one time I book You a series of Lessons in advance (whether or not they form a regular series), I will discount the standard Fee by <<insert amount which is e.g. 90%>> for each of those Lessons, i.e. the Fee for each such Lesson will be <<insert amount which is e.g. 90%>> of the standard Fee.]
- 3.3 The amount of standard Fee may change from time to time but I will try to give You as much notice as possible of any such changes, and in any event not less than 14 days before the date of any bookings made after that date. Any increase will only apply to bookings made after that date; it will not apply to any Lessons previously booked.
- 3.4 You may pay Me for the Fee by the following methods:
  - 3.4.1 <<Insert method>>
  - 3.4.2 <<Insert Method>>
  - 3.4.3 <<Insert method>>
  - 3.4.4 <<Insert method>>
  - 3.4.5 <<Insert Address>>
- 3.5 All prices of Lessons and any other amounts payable for Lessons at the time are inclusive of VAT.

I fully and correctly provide to the Student. I will discount the standard Fee by <<insert amount which is e.g. 90%>> for each of those Lessons, i.e. the Fee for each such Lesson will be <<insert amount which is e.g. 90%>> of the standard Fee. The amount of standard Fee may change from time to time but I will try to give You as much notice as possible of any such changes, and in any event not less than 14 days before the date of any bookings made after that date. Any increase will only apply to bookings made after that date; it will not apply to any Lessons previously booked. You may pay Me for the Fee by the following methods:

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### 4. Eligibility to Receive Lessons

- 4.1 I only make Lessons available to You (or the Student) if You (or the Student) are not a "Consumer" (as defined in Clause 1 above), and Your payment will be deemed to be Your confirmation that You (or the Student) are not a "Consumer" in connection with any request(s) by You (or the Student) to book a Lesson. If at any time I find that You or the Student are not a "Consumer" in connection with any request(s) by You (or the Student) to book a Lesson, I will, without liability to You, cancel this

consumer" (as defined in Clause 1 above), and Your payment will be deemed to be Your confirmation that You (or the Student) are not a "Consumer" in connection with any request(s) by You (or the Student) to book a Lesson. If at any time I find that You or the Student are not a "Consumer" in connection with any request(s) by You (or the Student) to book a Lesson, I will, without liability to You, cancel this

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

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

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

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

**5. Miscellaneous**

The following, amongst oth

in the Schedule:

- 5.1 Attendance
- 5.2 Punctuality
- 5.3 Provision of Instrum
- 5.4 Loan of Instruments
- 5.5 Homework Assignm
- 5.6 Practice
- 5.7 My commitment
- 5.8 Parent/Guardian's i
- 5.9 Examination entries

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**6. Health and Safety, Profes**

The following applies when

[DBS] etc

- 6.1 You give Me permis
- 6.2 Where a Lesson t  
accompanied by h  
nominated by the  
contactable by Me  
Lesson takes plac  
responsible adult m
- 6.3 In the interests of th  
attends any Lesso  
which might be or b
- 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

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the age of 18:

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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.

You 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  
or part of it) and sub-Clause 2.12

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

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organisation to carry out the work (and I will do so) before the

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

The following applies whether You are

under the age of 18:

6.6 I will not be responsible for the safety of any minor at My or Your Premises other than the minor

Myself or a minor under the age of 18.

6.7 I am a member of the MU (Music Users' Code of Conduct, 2012) and my home address is 60-62 Clarendon Road, London W9 0JJ.]

and I agree to abide by the MU's Code of Conduct, 2012 (which can be obtained from the MU, whose contact details are: 020 8996 9999, W9 0JJ.)

6.8 [I will [on request] provide evidence of My qualifications and experience to book any Lessons:

to book any Lessons:

6.8.1 At least <<insert details>> of My references as to My knowledge of, and ability to teach, Music, including the Instrument; and

<<insert details>> of My references as to My knowledge of, and ability to teach, Music, including the Instrument; and

6.8.2 Evidence of My qualifications (e.g. <<insert details>> from <<name of University or other body<>>] [and I am a member of <<insert details>>].]

confirm that I hold the following qualifications (e.g. <<insert details>> from <<name of University or other body<>>] [and I am a member of <<insert details>>].]

**7. Rules**

7.1 I do not permit You to:

7.1.1 smoke any tobacco or use any

any tobacco or use any

7.1.2 be accompanied by any child, or except as stated in Clause 6, bring any animal

by any child, or except as stated in Clause 6, bring any animal

7.1.3 bring any animal into the Premises with the exception of guide dogs. If the Student has a guide dog, You should inform Me of that before the Lesson.

with the exception of guide dogs. If the Student has a guide dog, You should inform Me of that before the Lesson.

7.2 Students must not use any audio/video recording devices in Lessons except for any audio/video recording device which may be used specifically to record a Lesson or part of it.

devices in Lessons except for any audio/video recording device which may be used specifically to record a Lesson or part of it.

7.3 Neither You nor the Student may make any photocopies of any sheet music.

to make any photocopies of any sheet music.

7.4 If You or the Student breach any of these requirements, I may cancel the Lesson and I may demand a refund or other amount.

any of these requirements, I may cancel the Lesson and I may demand a refund or other amount.

**8. Events Beyond My Reasonable Control**

8.1 I will not be liable for My failure to perform My obligations under this Agreement resulting from events beyond My reasonable control, including illness, late delivery of goods or services, non-performance by suppliers, any public authority, act of god, or any other similar or dissimilar event.

My failure to perform My obligations under this Agreement resulting from events beyond My reasonable control, including illness, late delivery of goods or services, non-performance by suppliers, any public authority, act of god, or any other similar or dissimilar event.

8.2 If any event described in Clause 8.1 occurs that is likely to adversely affect My performance under the contract, I will try to inform You as soon as is reasonably practicable. My obligations will be suspended and extended accordingly. I will inform You when that event occurs and the details of any new dates, times or availability of Lessons. I may, without liability to Me, cancel any Lesson(s) which are affected by that event, and I will refund in full the Fees that You have paid for any cancelled Lesson(s).

1 occurs that is likely to adversely affect My performance under the contract, I will try to inform You as soon as is reasonably practicable. My obligations will be suspended and extended accordingly. I will inform You when that event occurs and the details of any new dates, times or availability of Lessons. I may, without liability to Me, cancel any Lesson(s) which are affected by that event, and I will refund in full the Fees that You have paid for any cancelled Lesson(s).

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9. Limitation of Liability

- 9.1 I will be responsible for any loss or damage that You or the Student may suffer as a result of My negligence or as a result of any act or omission of this Agreement or as a result of any act or omission of Myself or My employees, agents or subcontractors, if it is an obvious consequence of My negligence or if it is contemplated by You and Me when My contract is entered into. I will not be responsible for any loss or damage that is not reasonably foreseeable.
- 9.2 I provide all Lessons for Your private use/purpose only and do not provide for his/her and Your personal and private use/purpose. I will not be responsible for any loss of profit, loss of business or for any loss of business opportunity.
- 9.3 Whilst I will use My best endeavours to ensure that the Student makes satisfactory progress, I do not guarantee student to student depending on various factors, including the Student's aptitude, motivation, number and frequency of Lessons, type and duration of Lessons, and the results achieved. I cannot be guaranteed, and I make no warranty or representation that any particular result will be brought about (including passing any examination) as a result of the Student taking part in any Lesson(s). In My opinion, the successful completion of any Lesson is a prerequisite of success in any examination.
- 9.4 If You or the Student bring any personal belongings on to My Premises, I do not undertake to keep them and I will not be responsible for any loss or damage to them, including loss or damage caused by My negligent act by Me. I will not be responsible for any loss or damage to Your or the Student's personal belongings caused by My negligence or that of My employees, agents or subcontractors, where You or the Student are responsible for the loss or damage. I suggest that I suggest or advise You and the Student not to bring any valuable personal belongings on to My Premises.
- 9.5 If a Lesson takes place on My Premises, or Your/My Premises, I do not undertake to keep Your personal belongings or household effects at Your Premises and I will not be responsible for any loss of or damage to them, including loss or damage caused by My negligent act by Me. I will not be responsible for any loss or damage to Your or the Student's personal belongings caused by My negligence or that of My employees, agents or subcontractors, where You or the Student are responsible for the loss or damage. I suggest that I suggest or advise You and the Student not to bring any valuable personal belongings on to My Premises.
- 9.6 If a Lesson takes place on My Premises, or Your/My Premises, I do not undertake to keep Your personal belongings or household effects at Your Premises and I will not be responsible for any loss of or damage to them, including loss or damage caused by My negligent act by Me. I will not be responsible for any loss or damage to Your or the Student's personal belongings caused by My negligence or that of My employees, agents or subcontractors, where You or the Student are responsible for the loss or damage. I suggest that I suggest or advise You and the Student not to bring any valuable personal belongings on to My Premises.
- 9.7 You will be responsible for any loss or damage to Your Premises or My Premises caused by My negligent act by Me. I will not be responsible for any loss or damage to Your or the Student's personal belongings caused by My negligence or that of My employees, agents or subcontractors, where You or the Student are responsible for the loss or damage. I suggest that I suggest or advise You and the Student not to bring any valuable personal belongings on to My Premises.
- 9.8 Nothing in this Agreement will exclude or limit My liability for death or personal injury caused by My negligence or for fraud or fraudulent misrepresentation.
- 9.9 Furthermore, if You are a "consumer" as defined by the Consumer Rights Act 2015, this Agreement is intended to or may affect any of My duties or obligations to You or My liability to You under the Consumer Rights Act 2015 or the Consumer Protection (Cancellation Rights in Contracts) Regulations 2013.
- 9.8.1 the Consumer Rights Act 2015
- 9.8.2 the Regulations
- 9.8.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2013

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9.8.4 any other conditions, as that legislation is. For more details of local Citizens' Advice

ation, me. legal rights, please refer to Your Standard Office.

**10. Changes to terms and conditions**

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I may from time to time change the conditions of this Agreement without giving You notice, but I will endeavour to inform You as soon as is reasonably possible of any such changes.

conditions of this Agreement without endeavours to inform You as soon as

**11. How I use Your and the Student's Information (Data Protection)**

Information (Data Protection)

I will only use Your personal information in accordance with the information provided in My Privacy Notice [available at <<insert location(s)>>].

but in My Privacy Notice [available at <<insert location(s)>>].

**12. Regulations**

I am required by the Regulations to make certain information available to You as a Consumer in connection with my contract with You (i.e. before I make a booking) except where it is already apparent from the context of the transaction. I have provided this information to You to see now, or I will provide it to You before I accept Your request to make a booking. All of that information is required by the Regulations, be part of the terms of My contract with You.

certain information is given or made available to You as a Consumer in connection with my contract with You (i.e. before I make a booking) except where it is already apparent from the context of the transaction. I have provided this information to You to see now, or I will provide it to You before I accept Your request to make a booking. All of that information is required by the Regulations, be part of

**13. Information**

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

13.1 all of the information which I am required to provide to You as a Consumer;

; and

13.2 any other information which I have available to me about my business which You are entitled to know when making any booking with Me.

about any Lessons or Me and My business which You are entitled to know when deciding to make a booking or when making any bookings,

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

a Consumer.

**14. Complaints**

I always welcome feedback and I will always use all reasonable endeavours to ensure that Your experience as My customer is a positive one, I nevertheless cannot accept any responsibility for any complaint about any Lesson/s or My Premises or by contact with Me.

ist I always use all reasonable endeavours to ensure that Your experience as My customer is a positive one, I nevertheless cannot accept any responsibility for any complaint about any Lesson/s or My Premises or by contact with Me. If You have any other complaint about any Lesson/s or My Premises or by contact with Me, please contact Me by letter with Me by speaking to me at My Premises or by contact with Me. E.g. Phone, Email or Post>>.

**15. No Waiver**

No failure or delay by Me in exercising any rights under this Agreement or My failure to enforce any provision of this Agreement shall constitute a waiver by Me or You of a breach of the same or any other provision of this Agreement.

any rights under this Agreement or My failure to enforce any provision of this Agreement shall constitute a waiver by Me or You of a breach of the same or any other provision of this Agreement.

**16. Severance**

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall nevertheless remain valid and enforceable.

competent authority to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall nevertheless remain valid and enforceable.

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**17. Law and Jurisdiction**

- 17.1 The Agreement, and any dispute arising out of or in connection with it, shall be governed by, and construed in accordance with, the law of [England and Wales] [Scotland].
- 17.2 As a consumer, You acknowledge that the application of the mandatory provisions of the law in Clause 17.1 above takes away or restricts those provisions which, if not overridden, would otherwise apply to You and reduces Your rights and remedies.
- 17.3 Any dispute, controversy or claim between You and Me relating to the Agreement shall be referred to and determined by the courts of [England and Wales] [Scotland] [Ireland], as determined by Your country of residence.

between You and Me (whether by, and construed in accordance with, the law of [England and Wales] [Scotland] [Ireland]).

mandatory provisions of the law in Clause 17.1 above takes away or restricts those provisions which, if not overridden, would otherwise apply to You and reduces Your rights and remedies.

claim between You and Me relating to the Agreement shall be referred to and determined by the courts of [England and Wales] [Scotland] [Ireland], as determined by Your country of residence.

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

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

**Punctuality:** Students are expecte...  
before the scheduled start time of

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

**Provision of Instruments and o...**  
responsible for obtaining or provid

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

I will advise You on what Instrum...  
development. Unless I agree othe...  
to the Instrument and other items

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

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

...tice and performance [and must...  
Additional Instrument for their use in

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.

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

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 Yo...  
discuss and agree price and othe...  
related to any such sale, and any

...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...  
reement does not include anything...  
ed by a separate agreement.

**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 an...  
in writing. I may on occasions agre

**Is:** From time to time the Student...  
ment either in connection with the...  
d/or examination. This Agreement...  
or other equipment loan, and any...  
s and when You and I agree in...  
rangements and the terms of loan...  
the Student without charge.

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

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

S

**Practice:** The Student should complete [each] [any] homework and carrying out the recommended Adequate preparation for Lessons recommended regular practicing to ensure that they carry out the need has a quiet place to practice without

pared. [Preparation will comprise to him/her at the previous Lesson regular practice between Lessons.] [an] is more likely to be achieved if the Student's own responsibility to Lessons. It is best if the Student

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**Practice times:** I will recommend usually recommend that the Student he/she is a beginner, 30-45mins x 5 per week if he/she is at advanced least <<e.g. 30 minutes>> each time equal to [(or greater than)] the

h practice is ideal for him/her. I will periods 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

**[Records:** The Student should practice [should] [can] be in the form of Student and I may make notes in Student when carrying out a home

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

M

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

e agreed times and days. I will

1. performance opportunities
2. to audition at [local, regional]
3. to attend annual music carnivals
4. that I enter the Student in Associated Board exams, etc
5. performances or concerts
6. skill development workshops at their level

chool concerts];  
hestras];

I will encourage the Student to follow music.

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

I will provide references about the

musicians; and  
rtunities that may be beneficial to

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

and inspire a life-long interest in pment as and when appropriate.

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

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

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

[Date] (e 11)  
<<insert practice>>]

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**Tips for the Student:** Find a safe place to store your instrument close to air-conditioning units or in a case. Always have [a spare set of strings] [a spare reed]. Find opportunities to play at home for friends, or join an orchestra. Listen to recordings. Take extra music theory lessons to boost your knowledge.

instrument. Do not leave it in drafts, or in a case. Keep your instrument in good working order. [Change reeds every other year] [spare reeds]. Find opportunities to play in your community or for relatives or friends. Listen to recordings. Research your composers and take extra music theory lessons to boost your knowledge.

**[Instrument requirements for a ...]**

The Student will need to have at home

**EITHER**

[a piano that is kept in tune and in good working order] [the name of a professional tuner/technician]

you should ask Me if You need the name of a professional tuner/technician

**OR**

[an electronic keyboard/synthesizer]

following criteria. It must have:

- at least five octaves of standard keyboard
- touch-sensitivity (i.e. it can play softly and loudly by the way the keys are played);
- a damper (floor) pedal plug
- 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.]

**[Instrument requirements for a ...]**

The Student will have at home an

drumkit as a minimum:

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

snare drum, bass drum, rack tom, and cymbals;

An electronic drumkit at home may be used

to time.

A drumkit Student need not bring to Lessons, but he/she should bring his/her own

drumsticks, or practice pad to Lessons,

**[Instrument requirements for S...]**  
(guitar or other electric Instrument)

**Name of Instrument** (e.g. for electric guitar)

<<Specify whether guitar, conga, or other electric Instrument needed at home or to be brought to Lessons

amplifier or other equipment

IN WITNESS WHEREOF this Agreement was signed and executed before written

executed the day and year first

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SIGNED by

<<Name of Music Teacher>>

.....  
SIGNED by

[<<Name of Student, if aged 18 or

**OR**

[<<Name of Parent/Guardian if Student is aged 18 or over>>] of 18>>]

.....

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