



Agreement for
Private Music
Tuition



Teacher Details:

Name: Benjamin P Jackson. **Address:** 3 St Quentin Rise, Bradway, Sheffield, S17 4PR.

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Website: www.benjaminpjackson.com.

Pupil Details: (or Pupil's parent/carer if pupil is under 18)

Name: _____ **Address:** _____

_____ **Postcode:** _____

Telephone: _____ **Email:** _____

I (*the Teacher*) offer tuition to _____ (*pupil*) in
_____ (*instrument/subject*) on the following **Terms and**

Conditions.

Signed: _____ (*Teacher, Member of the Incorporated Society of Musicians*).

Date: ____/____/____

Tuition: Will be given **half-termly/on a pay-as-you-go basis (for £1 more per lesson)** (delete as appropriate). Lessons will be of length _____ and the frequency of lessons will be _____. They will be held on _____ (*day*) at _____ (*time*) at the location of _____ (*teaching location*) starting from ____/____/____ (*date of first lesson*).

Fees: will be charged at the rate of £_____ per lesson, and billed **each week/two weeks before the start of each half-term** (delete as appropriate). If billed half-termly, the rate will be calculated from the number of available lessons in that half-term, which will vary accordingly. Any lesson bookings of a different than usual length will be priced in consultation with the Teacher's pricing scheme - which can be found on the Teacher's website (see above). The teacher may serve written notice of an increase in fees to the Pupil (or the pupil's parent or carer, where appropriate) by no later than six weeks before the change is to take effect.

Conditions: The Conditions set out on page 2 will apply to this Agreement. When this Agreement has been signed by both the Teacher and the Pupil (or Pupil's parent/carer if the pupil is under the age of 18), it will constitute a legally binding personal contract between the signatories. **However, the Pupil (or their parent/carer) has the right to cancel this Agreement within 14 days from the day after the date of this Agreement by giving written notice to the Teacher. If the Agreement is cancelled in this time and tuition has already begun, the Pupil is required to pay the fees for any tuition that has already been delivered, and any other fees paid to the Teacher will be refunded.** Once the 14-day cancellation period has expired, the Agreement will remain in force continuously unless terminated in accordance with the Conditions on page 2.

Conditions of Music Tuition

- 1. Lessons** - The Teacher will give tuition in accordance with the Terms specified on Page 1. The Teacher will give the lessons at the time and location specified overleaf and will reserve this time slot for the Pupil. Extra lessons may be scheduled at any other time by mutual agreement between the Teacher and Pupil (or Pupil's parent/carer) in alignment with the Teacher's pricing structure.
- 2. Payment of Fees** - The Pupil (or the Pupil's parent/carer) will pay the fees for lessons in full either before each lesson, or before each half-term ('half-termly' in this contract corresponds to the calendar in Local Authority schools), depending on which option is selected overleaf.
- 3. Lesson Timetable** - Regardless of whether lessons are to be paid for weekly or half-termly, at the start of each half-term the Teacher and Pupil (or Pupil's parent/carer) will agree on written confirmation of the dates and times of all lessons to take place within that half-term. This is both the Teacher and Pupil's (or Pupil's parent/carer) opportunity to discuss any pre-planned absences during the half-term. Holiday breaks (as specified by the Teacher) may occur partway through a half-term. Lessons will take place on public holidays only by prior agreement between the Teacher and Pupil (or Pupil's parent/carer).
- 4. Missed Lessons** - **The Teacher will charge for any scheduled lessons that the Pupil does not attend unless either i) the Pupil (or Pupil's parent/carer) has given the Teacher at least 48 hours' written notice or ii) the Teacher chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Pupil (or Pupil's parent/carer) may choose between i) carrying the lesson forward or ii) receiving a refund of that lesson's fee.**
- 5. Examinations, Competitions and Public Performances** - The Pupil will not be entered for any of these without the prior consent of both the Teacher and the Pupil (or Pupil's parent/carer).
- 6. Conduct and Hospitality** - **a)** If the Teacher, in his reasonable opinion, feels unable to continue tuition on account of unreasonable conduct by the Pupil or anyone connected with the Pupil, the fees for any outstanding lessons will not be refundable. **b)** It is expected that any reasonable requests between the Teacher and Pupil (or Pupil's parent/carer) will be met with respect and due consideration, for example if the Teacher requests the Pupil (or Pupil's parent/carer) to obtain teaching materials necessary for tuition. **c)** The Teacher must never be left alone in a building with any Pupil under the age of 16. If the Pupil is under the age of 16, the Pupil's parent/carer must remain within earshot of the teaching space at all times during the lesson. If the lesson is taking place in a school, the lesson must take place in a suitable space which is easily accessible and visible to other members of staff. **d)** The Teacher will not be able to accept any gifts from the Pupil (or Pupil's parent/carer) above the value of £10. **e)** For the purposes of this Agreement, communication between signatories of this Agreement must occur on paper or via email. General communication can occur via email, telephone or text message.
- 7. Termination of Tuition** - **a)** This Agreement may end by mutual consent at any time by both signatories to it signing and dating a written statement to that effect. **b)** Where fees are not paid on time, the Teacher reserves the right, entirely at his discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil (or Pupil's parent/carer). This right to terminate is without prejudice to any other rights the Teacher may have. **c)** Either signatory to this Agreement may terminate it by giving notice in writing to the other signatory at least one month before the end of a half-term, for the termination to take effect at the end of that half-term. Such termination will take effect at the end of the half-term only and not at any other time. If the Teacher gives notice to terminate tuition at the end of a half-term in accordance with this Condition 7(c) the Teacher will continue to provide lessons until the end of that half-term, providing fees are paid. (If the Teacher feels unable to continue tuition in accordance with Condition 6(a) or 7(b), tuition may cease with immediate effect).
- 8. Failure to Give Notice** - Unless terminated under Condition 7 above, this Agreement shall continue from half-term to half-term. If the Pupil (or Pupil's parent/carer) fails to give full notice to terminate this Agreement in accordance with Condition 7(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 7(a) above, the following charges will be made in lieu of notice: **a)** Where the notice given is less than that required under Condition 7(c), but is one month or more before the start of the next half-term: 50% of the fees for the next half-term. **b)** Where the notice given is less than one month before the start of the next half-term: 100% of the fees for the next half-term. **c)** If the Pupil stops attending lessons during a paid-for half-term, the Pupil (or Pupil's parent/carer) is not entitled to a refund of any fees paid for that half-term. The Pupil is entitled to attend any lessons paid for. **d)** If the Teacher stops lessons without giving the correct notice specified in Condition 7(c) above, the Teacher shall refund any fees already paid for any lessons not given.
- 9. Changes** - **a)** Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both the Teacher and Pupil (or Pupil's parent/carer). **b)** If the Teacher chooses to waive any right or remedy under this Agreement or otherwise (for example, if the Teacher chooses to waive fees for any lessons which the Pupil does not attend) this shall not mean that he must do so in future or that he waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.
- 10. General** - **a)** Neither signatory shall be liable to the other for any breach of the Terms and Conditions in this Agreement due to any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or any other cause not reasonably within the control of either the Teacher or Pupil (or Pupil's parent/carer). **b)** The Pupil (or Pupil's parent/carer) is entirely responsible for their own instrument upkeep and insurance, including any repair work or fees. **c)** This Agreement shall be subject to the laws of the jurisdiction of the location for the lessons (specified above) and the signatories to this Agreement agree that any dispute relating to the subject matter of this Agreement shall be subject to the executive jurisdiction of the courts of that jurisdiction.

I (The Pupil or the Pupil's parent/carer) accept the offer of tuition for _____ (Pupil) on the Terms and Conditions set out above and agree to be bound by them until termination of this Agreement.

Signed: _____

(Pupil or, if the Pupil is under 18, the Pupil's parent or carer)

Date: ____ / ____ / ____