

Agreement for Private Music Tuition. Natania Goldrich MA MISM

Contract for lessons given on a Series by Series basis.

Natania Goldrich MA MISM. Piano and Voice Tuition

Teacher's Name Natania Goldrich
Address my address
Postcode xxx xxx

Telephone 07989 409008

Email natania@natania.org

Pupil or (if the pupil is under 18)

Pupil's parent or carer Name (please print names in full in Block Capitals)

Name Billy Sample
Address 42 Example Way, Exampleton
Postcode XXXX XXX

Telephone Home please advise Mobile: 07xxx xxxxxx

Email billysample@samplemail.com

I (the Teacher) offer tuition to Billy (Pupil). Billy's age at time of first consultation lesson: (N/A as over 18).

in Piano (instrument/subject) on the following Terms and Conditions.

Signed (Teacher) Natania Goldrich Date xx/xx/20xx
(Member of the Incorporated Society of Musicians)

Tuition

Tuition will be given in blocks of lessons called Series. A Series commences on the date that the first lesson is given. The usual series length is 10 lessons (taken in our out of term time).

Number of lessons per Series (PART Term initially) 10 Length of lessons 30 minutes

Frequency of lessons (unless advised otherwise prior to commencement), weekly (eg weekly, fortnightly, twice a week)

Day and time of lessons Wednesdays 16:30 to 17:00 (unless advised otherwise) Date of first lesson XXXXXXXXXXXX

Location of lessons Tutor's Address

Fees

Lessons will be charged at the rate of £ 37.50 per hour, (£20 for 30 minutes.) Initial **10 lesson series** therefore totals **£200 payable in advance with cleared funds of no less than 48 hours before lesson start.**

Bank Details: Natania Goldrich:

Sort Code: **30-93-05** Account Number: **00825070** Name of Bank: **Lloyds TSB (Ely, Minster Place Branch)**

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 the start of the Series of lessons preceding the Series when the increase in fees will take effect.

Special Notes on Lesson Structure: The lesson will be conducted at the teacher's premises and there must always have a responsible adult in the vicinity of the child at the teacher's home for lesson duration. Seating can be arranged for one parent for this purpose in a suitable waiting area or, for very young children, within the tuition space itself as appropriate.

Special Notes on Fitness of a Pupil to Attend Lessons and Considerations for Your Teacher: Please note below for notice (48 hours clear) should a lesson need to be postponed owing to student illness. The Tutor reserves the right, at her discretion, to refuse to teach a student who arrives evidently or visibly unwell or unable to execute his or her normal lesson. If parents are unsure, they should contact the Tutor ahead of the lesson. Decisions are not made on an informed medical position, purely as assessed from your teacher's opinion.

It is important that even if your child feels ill on the day, reasonable dispensation can be given in such circumstances, at your Tutor's discretion. If your child has been suffering from sickness or diarrhoea, please allow 48 hours after clearance of the last symptoms before attending any lessons (booked or re-arranged).

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, if the Pupil is under 18 years of age, the Pupil's parent or carer, it will constitute a legally binding personal contract between the signatories.

However, the Pupil (or the Pupil's parent or carer) will have the right to cancel this Agreement within 14 days of the date of this Agreement by giving written notice of cancellation to the Teacher. If the Pupil would like lessons to begin within the 14 day cancellation period, the Pupil (or parent or carer) must provide the Teacher with written confirmation of this. If the Agreement is then cancelled within the 14 day cancellation period, the Pupil is required to pay the fees for any lessons 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 from Series to Series unless terminated in accordance with Condition 6 on page 2.

I (the Pupil or the Pupil's parent or carer) accept the offer of tuition for Billy (Pupil)

on the terms and conditions set out herein and agree to be bound by them until termination of this Agreement.

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

Conditions of music tuition

1. Lessons

The Teacher will give tuition in Series of lessons consisting of the number of lessons specified overleaf. Series will not necessarily coincide with school terms. The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil.

2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each Series in full prior to, and at least 48 hours before, the commencement of first lesson of the Series.

3. Lesson timetable

Before the first lesson of each Series, the Teacher will give the Pupil (or the Pupil's parent or carer) written confirmation of (i) the dates and times of all lessons in that Series (ii) the start date of the following Series. Holiday breaks (as specified by the Teacher) may occur partway through a Series. Lessons will take place on public holidays only by prior agreement between the Teacher and the Pupil (or the Pupil's parent or carer).

4. Missed lessons and notice requirements for cancellation or rescheduling

Notice of at least 24 hours must be given in writing (via text or email) or advised in person (*including direct in-person telephonic communication) for any lesson that is missed or cancelled. If this is not provided, the Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher, at her discretion, chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee.

*voice messages left on the Teacher's mobile device cannot be deemed acceptable communication owing to unreliable mobile service networks.

5. Examinations, competitions and public performances

The Pupil will not be entered for any examination, competition or public performance without the prior consent of both the Teacher and the Pupil (and the Pupil's parent or carer, where appropriate).

6. Termination of tuition

- (a) This Agreement may be ended 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 the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.
- (c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least one month before the end of a Series for the termination to take effect at the end of that Series. Such termination will take effect at the end of a Series only and not at any other time. If the Teacher gives notice to terminate tuition at the end of a Series in accordance with this Condition 6(c) the Teacher will continue to provide lessons until the end of that Series.

7. Failure to give notice

Unless terminated under Condition 6 above, this Agreement shall continue from Series to Series. If the Pupil (or the Pupil's parent or carer) fails to give full notice to terminate this Agreement in accordance with Condition 6(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 6(a) above, the following charges will be made in lieu of notice:

- (a) Where the notice given is less than that required under Condition 6(c), but is one month or more before the start date of the next Series (as specified by the Teacher in accordance with Condition 3): 50% of the fees for the next Series;
- (b) Where the notice given is less than one month before the start of the next Series: 100% of the fees for the next Series.

If the Pupil stops attending lessons while a Series is ongoing, the Pupil (or the Pupil's parent or carer) is not entitled to a refund of any fees paid for that Series. The Pupil is entitled to attend any lessons paid for.

If the Teacher stops lessons without giving the correct notice specified in Condition 6(c) above the Teacher shall refund any fees already paid for any lessons not given.

8. Conduct

If the Teacher, in his or her 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.

9. Welfare of Children and Vulnerable Adults (Client's Premises):

- a) The Teacher is engaged by the Client only to provide tuition and she is not responsible for the safety, welfare, well-being and care of any other children or vulnerable adults beyond due care and attention to her duties directly associated with tutoring the child directly named in this contract.
- b) The Teacher is not responsible for the protection of any person's property at any venue of instruction at any time.
- c) In the case of Students under the age of 18 years, a responsible adult (other than the Teacher herself) must be present at the premises at all times during the tutored lesson.

10. Changes

- (a) Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both the Teacher and the Pupil (or the Pupil's parent or 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 or she must do so in future or that he or she waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.

11. Communication between the parties

For the purposes of this Agreement written notice must be given on paper or by email. Please ensure the email address natania@natania.org is placed on your "white list" for all email correspondence. Text cancellations for lessons (individual or otherwise), even if given with minimum notice must **also** be given in writing via email wherever and whenever possible. Voice- messaging cancellations or requests for lesson changes are not suitable or acceptable communication for purposes of this contract owing to unreliable local mobile network services.

12. Governing law and jurisdiction

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 exclusive jurisdiction of the courts of that jurisdiction.

13. Your Personal Information

13.1 The Teacher will use the personal information you provide her:

- (a) to supply the services to you and the pupil;
- (b) to process your payment for the services.

13.2 Your Teacher will comply with the Data Protection Act 1998 and any other applicable data protection legislation including, the General Data Protection Regulations (GDPR) concerning the processing of personal data.