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# Private teaching

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## 1. Fees

Lesson fees are subject to annual review. Where Lesson fees are increased as a result of such a review, the Teacher shall endeavour to give the Student at least one month's notice of such increase. The Student shall have the right to terminate this agreement immediately on written notice to the Teacher without liability to pay for any further Lessons (and to receive a refund in respect of any Lessons for which the Student has paid in advance) in the event that the applicable Lesson fees increase.

## 2. Missed Lessons

Any Lesson missed by the Student shall be paid for unless otherwise agreed with the Teacher. If the Teacher is unavailable to give any scheduled Lesson, the Lesson will be carried forward to another date. If this is not possible, any fee already paid will be refunded or used to pay for a future Lesson.

## 3. Additional Lessons

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Student and the Teacher. If the Teacher is not able to provide such extra Lessons at the School, as a result of the School being closed or for any other reason, the location of such lessons shall be agreed between the Teacher and the Student.

## 4. Cooling-off Period

a) The Student has a legal right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the "cooling off period" set out in 4(b) below. This means that during that cooling off period, if the Student changes his/her mind or decides for any other reason that he/she does not want to receive the Lessons, the Student can notify the Teacher of his/her decision to cancel the agreement and receive a refund for any Lessons paid for but not received prior to that cancellation.

b) The Student's cooling off period starts from the date of this agreement and ends 14 days later. To cancel the agreement the Student should let the Teacher know that he/she has decided to cancel.

## 5. Limitation of Liability

a) If the Teacher fails to comply with the terms of this agreement, he/she is responsible for loss or damage the Student suffers that is a foreseeable result of the Teacher's breach or his/her negligence, but is not responsible for any loss or damage that is not foreseeable.

b) The Teacher does not in any way exclude or limit his/her liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation.

## 6. Goods

From time to time, the Student may request that the Teacher:

a) Supplies them with goods (for example, sheet music, strings or reeds); or

b) Loans them an instrument or other equipment, in connection with the provision of the Lessons or the undertaking of performances and/or examinations.

This agreement is not intended to include provisions applicable to those scenarios, and the Student and the Teacher should mutually agree relevant terms in writing as required.

## 7. Termination of Agreement

a) A decision to discontinue Lessons after the cooling off period may be taken by the Student or the Teacher in which case written notice, the period of which is stated overleaf, shall be given by the party seeking to discontinue. In the event that the Student discontinues Lessons with insufficient notice, the Student will be liable to pay fees for those Lessons not taken during the notice period.

b) If the School is closed or the Teacher is otherwise prevented by the School from conducting any Lesson or Lessons, the Teacher shall not be obliged to conduct any such Lesson or Lessons without liability to the Student.

## 8. General

a) Neither party shall be liable to the other party for any breach by the other of any of the terms and conditions herein occasioned by any act of God, war, revolution, riot, civil disturbance, strike, lock-out, flood, fire or other cause not reasonably within the control of such party.

b) The Student undertakes not to make photocopies of any music.

c) Examination entries, festivals, competitions or otherwise will only be entered if the Student and Teacher are in agreement. Any entry fees will be paid for by the Student.

d) The Student is responsible for the insurance of the Student's instrument.

e) In the interests of the Student's well-being whilst in the Teacher's care, the Teacher must be informed of any medical or other condition affecting the Student.

f) If the Student is under eighteen, the Student's parent or guardian gives permission for the Teacher to teach the Student.

g) The Teacher is a member of the MU and agrees to abide by the MU's Code of Conduct, a copy of which can be obtained from the MU, whose address is 60-62 Clapham Road, London SW9 0JJ.

## NOTES FOR GUIDANCE

- "Term" in the above context corresponds to the termly calendar in Local Authority (LA) schools.

- MU members are insured personally in respect of legal liability that may arise following injury or damage to members of the public. The limit of indemnity is £10m. This policy is only operative whilst the individual registered member is performing, rehearsing or auditioning either solo or as part of a group, band or orchestra and/or whilst teaching either at the member's own home, the Student's own home, or in a public place including transit to and from.

- It is important to note that whilst a Teacher will use his or her best endeavours to ensure the Student makes satisfactory progress, this cannot be guaranteed. In particular, careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.