1. **Fees**

Fees are invoiced half termly (private students) or termly (in-school students)  in advance.

 Lessons will be void if missed due to non-payment.

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.

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) If the Lessons are due to be performed at the

Student's home, the Teacher is responsible for

any damage caused by him/her to that

property.

c) 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 decision to discontinue Lessons after the

cooling off period may be taken by the Student or

the Teacher in which case written notice must be given.

Lessons are a  termly commitment with notice to terminate

required by the first lesson of the 2nd half of the term 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.

**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 SWg OJJ.

**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.

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