

Agreement for private music tuition

For use where lessons are given on a flexible or 'pay as you go' basis

Teacher

Name: _____

Address: _____

Postcode: _____

Telephone: _____

Email: _____

Pupil or (if the pupil is under 18) Pupil's Parent or Carer

Name: _____

Address: _____

Postcode: _____

Telephone: _____

Email: _____

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

Signed (Teacher): _____

Date: _____

Tuition

Tuition will be given on a flexible basis, with the timing of lessons being agreed between the Teacher and the Pupil (or the Pupil's parent or carer) in advance of each lesson.

Day and Time of Lessons: _____

Frequency of Lessons: _____

Date of first lesson: _____

Location of lessons: _____

Fees

(If using this contract for teaching outside of the RCM Teaching Service, outline your rates below and delete references to the service as appropriate)

Lessons will be charged at the rate of £ _____ per hour, pro rata for any part of an hour.

Please see below for the RCM Teaching Service set rates:

Lesson Length	30 Minutes	45 Minutes	60 Minutes
Fixed Charge	£25	£30	£35

Please note that these fees do not include travel expenses.

The Teacher may increase the tuition fees from time to time and will give written notice of such an increase to the Pupil (or the Pupil's parent or carer, where appropriate) at least one week prior to the increase taking effect.

(This is only applicable for private teaching. The RCM Teaching Service sets the rates and will inform all teachers of any changes to the current fees. Delete as appropriate).

Conditions

The Conditions set out below 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' from the day after 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 unless terminated in accordance with Condition 5 below.

I (the Pupil or the Pupil's parent or carer) accept the offer of tuition for _____
(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 the lessons at the location specified above. The date and time of each lesson will be agreed in advance of each lesson by the Teacher and the Pupil (or the Pupil's parent or carer). The agreement should be confirmed in writing.

2. Payment of Fees

The Pupil (or the Pupil's parent or carer) will pay for each lesson on or before the day of the lesson.

3. Missed Lessons

The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless either i) the Pupil (or the Pupil's parent or 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 the Pupil's parent or carer) may choose between (i) receiving a replacement lesson or (ii) receiving a refund of the lesson fee.

4. Examinations, Competitions & 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 applicable).

5. 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. Such termination will take effect immediately, except that if a lesson is scheduled to take place within 48 hours of notice being given by the Pupil or the Pupil's parent or carer, that lesson must be paid for.

6. 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.

7. Communication Between the Parties

For the purposes of Conditions 1 and 3 written notice may be given on paper, by email or by SMS text message, provided that, in the case of an SMS text message, the recipient acknowledges receipt of the text. For the purposes of Conditions 5 and 8 any written notice, statement or agreement must be recorded on paper or by email (and not by SMS text message).

8. 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 8(a) above.

9. 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.

Online Teaching Addendum

This Addendum is hereby and herewith incorporated into the Agreement for Private Music Tuition dated _____ between _____ (The Teacher) and _____ (Pupil or Pupil's Parent/Guardian) ("the Agreement").

1. Location of Lessons

The Teacher shall give lessons to the Pupil in accordance with the Agreement. If the Teacher and the Pupil cannot meet in person at any physical location in the Agreement for reasons beyond the control of the parties, tuition will be given to the Pupil via an online platform as agreed by the parties for a period to be agreed by the parties in writing during which the terms of this Addendum will apply. If the location given in the Agreement is 'Online' all lessons shall be given online in accordance with the terms of the Agreement and this Addendum.

2. Timetable and duration of lessons

The lesson timetable and lesson duration shall be as specified in the Agreement. The Teacher and Pupil or Pupil's Parent/Guardian may agree to vary the timetable and duration of lessons subject to written confirmation by each party to any agreed changes.

3. Additional Lessons

The Teacher and Pupil or Pupil's Parent/Guardian may agree at any time to schedule additional online lessons, which shall be paid at a rate agreed in writing by the Teacher and the Pupil/Pupil's Guardian/Parent.

4. Pupil's teaching environment and equipment

- (a) The Pupil or Pupil's Parent or Guardian shall be responsible for a suitable location for online tuition.
- (b) The Pupil or Pupil's Parent/Guardian shall be responsible for provision of technology suitable for the online tuition and shall ensure that any applications or other technology specified by the Teacher for the tuition is installed and tested before online lessons commence. The Teacher is not responsible for the loan or supply of any equipment or materials, unless agreed in writing in advance.
- (c) The Teacher is not liable for any delays or disruptions caused by technical difficulties of whatever nature at the Pupil's home or their location for the lessons. The teacher shall not be required to make up any time lost through such incidents.
- (d) The Teacher is not liable for any damage, technical faults or failures of equipment and software belonging to the Pupil or Pupil's Parent or Guardian.

5. Safeguarding

- (a) The parties agree that safeguarding in the online environment is of paramount importance and agree that they shall observe best practice and professional guidance in safeguarding and child protection at all times.
- (b) The Pupil or Pupil's Parent or Guardian agrees to follow any safeguarding requirements specified by the Teacher.
- (c) The Pupil, if aged 18 or under, will not contact the Teacher directly by any means for whatever reason: all communications relating to the lessons shall be made between the Pupil's Parent or Guardian and the Teacher preferably by email except in an emergency such as unavoidable cancellation of a lesson at the last minute, where telephone use is acceptable.
- (d) Inappropriate behaviour or use of inappropriate or unlawful materials during the lessons by the Pupil may result in the Teacher terminating the lesson immediately and the teacher reserves the right to terminate the agreement with immediate effect, in which case the Teacher shall not be required to refund any fees previously paid.

6. Other

All other terms in the Agreement shall remain unaffected and remain in full force.