

CONDITIONS OF MUSIC TUITION

(reproduced from ISM Agreement for Private Music Tuition for reference)

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 Guardian) will pay the fees for each Series in full before the first lesson of the Series.

3. HOLIDAYS

Before the first lesson of each Series, the Teacher will give the Pupil (or the Pupil's Parent or Guardian) written notice of (i) holiday breaks (when lessons will not be given) up to the start of the following Series; (ii) the date of the final lesson in the Series; and (iii) the start date of the following Series. Holiday breaks may occur partway through a Series. The Pupil may take up to two weeks' holiday during any one Series, provided that the Teacher has received at least four weeks' written notice of this.

Lessons will take place on public holidays only by prior agreement between the Teacher and the Pupil (or the Pupil's Parent or Guardian).

4. MISSED LESSONS

Outside the holiday breaks notified to the Pupil (or the Pupil's Parent or Guardian) in accordance with Condition 3 above, the Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher chooses not to do so because of exceptional circumstances. If the Teacher is obliged to cancel a scheduled lesson, the Pupil (or the Pupil's Parent or Guardian) may choose between (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee.

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 (or the Pupil's Parent or Guardian).

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) 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. Termination by one signatory may 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 the Condition 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. Unless the Pupil (or the Pupil's Parent or Guardian) or the Teacher has served notice to terminate this Agreement in accordance with Condition 6(b) above or the signatories have agreed to terminate the Agreement in accordance with Condition 6(a) above the Pupil (or the Pupil's Parent or Guardian) must pay for the next Series in accordance with Condition 2 above, even if the Pupil stops attending lessons. If the Pupil stops attending lessons while a Series is ongoing, the Pupil (or the Pupil's Parent or Guardian) is not entitled to a refund of any fees paid for that Series or the next 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(b) above the Teacher shall refund any fees already paid for any lessons not given.

8. CONDUCT

If the Teacher, using his reasonable discretion, feels unable to continue tuition on account of conduct by the Pupil or anyone connected with the Pupil which makes it unethical or unsafe to continue teaching the Pupil, the fees for any outstanding lessons will not be refundable.

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 the Pupil (or the Pupil's Parent or Guardian).

(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 (or any other 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. GOVERNING LAW

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.