

# AGREEMENT FOR PRIVATE MUSIC TUITION BETWEEN PARENT/CARER AND PERIPATETIC MUSIC TEACHER AT WILSON'S SCHOOL

My son would like to learn (instrument/subject)\_\_\_\_\_ on the following terms and conditions.

His current standard is (e.g. beginner, Grade 2 etc) \_\_\_\_\_

<b>Pupil's Name:</b>	<i>The "Pupil"</i>	<b>Form (if known):</b>	<b>Pupil's Date of Birth:</b>
<b>Parent's Name:</b>	<i>The "Pupil's parent or carer"</i>		
<b>Address:</b>			
<b>Post Code:</b>			
<b>Home Phone No:</b>			
<b>Mobile Phone No:</b>			
<b>Email:</b>			

<b>Peripatetic Teacher's Name:</b>	<i>The "Teacher"</i>
<b>Contact Details (to include Email):</b>	

Lessons are provided during school terms on the basis of 10 half hour lessons per term on a weekly basis at a fee of **£190.00 per term (the Standard Termly Fee)**. The Teacher may serve written notice of an increase in fees to the Pupil's parent or carer by no later than one month before the start of the term when the increase in fees will take effect. Fees will be in accordance with those set by the Teacher in conjunction with Wilson's School.

When this Agreement has been signed by both the Teacher and the Pupil's parent or carer it will constitute a legally binding personal contract between the signatories.

**Cooling off period – the Pupil's parent or carer has the right to cancel this Agreement within 14 days' from the day after the date of this Agreement by giving written notice (by post or email) of cancellation to the Teacher.** Once the cooling off period has expired the Agreement will remain in force continuously unless terminated in accordance with Condition 10.

The Teacher offers tuition to the Pupil on the instrument/subject detailed above and the Pupil's parent or carer accepts the offer of tuition for the Pupil on the terms and conditions set out in this Agreement and both parties agree to be bound by them until termination of this Agreement.

Signed (by the Pupil's parent or carer) \_\_\_\_\_

Signed (by the Teacher) \_\_\_\_\_

Date of Agreement \_\_\_\_\_

*Please ensure that a hard copy of this form is returned to the Teacher, at your earliest convenience. A pen signature is requested, rather than a digital or printed alternative. One copy is to be retained by the Teacher and one copy by the Pupil's parent or carer. It is also requested that a scanned copy of the first page only is sent to Mrs Straw ([DAS@WILSONSSCHOOL.SUTTON.SCH.UK](mailto:DAS@WILSONSSCHOOL.SUTTON.SCH.UK)).*

## CONDITIONS

1. The Teacher will give tuition as detailed above and the Pupil's parent or carer will pay the fees for each term directly to the Teacher in full after a bill has been issued and on or before the first lesson of the term.
2. If requested the Teacher will provide the Pupil and the Pupil's parent or carer with confirmation of the dates and times of all lessons during each term. The Teacher will ensure that the lesson timetable is provided to Wilson's School at the start of each term so that it can be displayed at Wilson's School and be available on the School's website. Lessons will be arranged on a rota basis during the school day. The Teacher will advise of any lesson time changes in advance.
3. The number of lessons in a term may vary according to the length of the school term but the Teacher will aim so far as possible to offer a minimum of 30 lessons per academic year. Any lessons in excess of or below 30 lessons will be charged/refunded at the standard rate calculated by dividing the current termly fee by 10.
4. It is the responsibility of the Pupil's parent or carer to provide at least two weeks' advance notice of any scheduled lesson which the Pupil is unable to attend due to other activities (school visits, exams etc). In such circumstances the Teacher will try to provide a replacement lesson if possible.
5. The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher in their absolute discretion chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the teacher will offer one of the following options: (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee. In the event of unplanned or short notice school closure resulting in a missed lesson, the teacher will try to provide a replacement lesson if possible however this cannot be guaranteed.
6. The Pupil will not be entered for any examination, competition, festival or public performance without the prior consent of the Teacher, the Pupil and the Pupil's parent or carer.
7. The Pupil's parent or carer is responsible for:
  - (a) providing and paying for any music, strings, reeds or repairs to instruments that may be required;
  - (b) any loss or damage incurred to any instrument, accessory or music loaned by the Teacher to the Pupil. Such items will be returned on request to the Teacher;
  - (c) insurance of the Pupil's instrument;
  - (d) ensuring that the Teacher is informed in good time of any changes to the contact details for the Pupil's parent or carer;
  - (e) paying on request any entry fees for any examinations, competitions, festivals or performances and for any accompanist fees that may be required following agreement for entry in accordance with Condition 6.
8. The Pupil's parent or carer acknowledges that while the Teacher will make every reasonable effort to improve the knowledge and ability of the Pupil, the Pupil cannot expect to progress without fully co-operating with the Teacher and adhering to the practice sessions advised by the Teacher.
9. The Pupil's parent or carer acknowledges that it is the Pupil's responsibility to seek permission from their class or subject teacher to leave their school lesson in order to attend their music lesson with the Teacher.
10. Unless terminated in accordance with any provision of this Conditions 10 this Agreement shall continue from term to term and will continue until the end of the Pupil's academic career at Wilson's School. This agreement may be terminated in the following circumstances:
  - (a) 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 suspend lessons until the outstanding fees are paid or to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.
  - (c) 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 (for example, Pupil's poor attendance, poor behaviour or insufficient time devoted to practice) lessons may be discontinued by the Teacher with immediate effect by giving written notice of termination to the Pupil's parent or carer and the fees for any outstanding lessons will not be refundable. This right to terminate is without prejudice to any other rights the Teacher may have.
  - (d) Either signatory to this Agreement may terminate the Agreement by giving written notice to the other on or before the last school day before half term for the termination to take effect at the end of that term only and not at any other time. If a notice to terminate is given after a half term the Pupil's parent or carer will be liable for the following term's fees. If the Pupil ceases to attend lessons before the expiry of the notice of termination, the Pupil's parent or carer will be liable to pay fees for those lessons not taken during the notice period. If the Teacher gives notice to terminate tuition at the end of a half term in accordance with Condition 10(d) the Teacher will continue to provide lessons until the end of that term.
11. 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 and signed or dated by both signatories.
12. For the purposes of this Agreement written notice must be given on paper or by email.
13. This Agreement shall be subject to the laws of England and Wales and any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.