



# Private Teaching In Schools

Standard Contract DC1

## Agreement between Teacher and Parent/Carer/Student

This agreement is made on / / [date]

Between Mr Simon Keates ['Teacher'] of Abbey Park Lodge, Abbey Lane, Crapstone, Devon, PL20 7PG

who may be contacted on 01822 859408, 07940 960650 and/ or info@scarpia.co.uk

and \_\_\_\_\_ the \*Parent/ Carer/ Student [if over 18]

of [Address] \_\_\_\_\_

Post Code: \_\_\_\_\_

who may be contacted on Tel: \_\_\_\_\_ or Email: \_\_\_\_\_

for the Teacher to provide Lessons on the \_\_\_\_\_ [Instrument]

to \_\_\_\_\_ [Name of Student], to commence on / / [Date]

and thereafter at \_\_\_\_\_ [Name of School] during

school hours, at a regular time and day as mutually agreed between the Student, School and Teacher.

Each lesson [Lesson] to have a duration of \_\_\_\_\_ [minutes]

Please indicate for Individual Lessons  at £\_\_\_\_\_ per lesson or Group lessons  at £\_\_\_\_\_ per lesson.

The current fee per Term [term = 10 weeks] is £\_\_\_\_\_ which is payable in full prior to each Term.

### Cancellation Policy

A written notice period of not less than **5** weeks is required to terminate this agreement after the cooling off period (see paragraph 4). In the event that the Student discontinues Lessons after the cooling off period with insufficient notice, the Student will be liable to pay fees for those Lessons not taken during the notice period.

This agreement is subject to the conditions printed overleaf and may only be varied with the agreement of both parties.

The \*Parent/Carer/Student hereby requests immediate commencement of the Lessons on the timetable stated above and acknowledges that he/she will not be entitled to a refund for any Lessons which have begun during the cooling-off period.

Signed by \*Parent/Carer/Student \_\_\_\_\_ [Date] / /

Signed by the Teacher \_\_\_\_\_ [Date] / /

*\*Delete as appropriate.*

*One copy to be retained by the Teacher and one copy by the Parent/Carer/Student.*

## TO CANCEL YOUR CONTRACT:

### Information about the 'cooling off' period and the exercise of the right to cancel during it

You have the right to cancel this contract within 14 days (the 'cooling off' period) without giving any reason. The cooling off period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform me of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling off period has expired.

### Effects of cancellation during the 'cooling off' period

If you cancel this contract during the cooling off period, we will reimburse to you all payments received from you unless you requested us to begin the performance of services during the cooling off period. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction where feasible, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. If you requested us to begin the performance of services during the cancellation period, you shall pay us for the Lessons provided.



### CANCELLATION FORM

To: Mr Simon Keates

Abbey Park Lodge, Abbey Lane, Crapstone, Devon PL20 7PG

Telephone number: 01822 859408 or 07940 960650

Email: info@scarpia.co.uk

I/We\* hereby give notice that I/We\* cancel my/our\* contract of sale for the supply of the following service(s):

Instrumental tuition on: \_\_\_\_\_ [instrument]. Agreed on / / [Date]

Name of student(s) \_\_\_\_\_

School attended: \_\_\_\_\_

Address of \*Parent/Carer/Student \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Signature of \*Parent/Carer/Student [if over 18] \_\_\_\_\_

Date: / /

*\*Delete as appropriate.*

## Private teaching – Terms and Conditions

### 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.

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