

### Private teaching in schools

Agreement between the Teacher and the School



This agreement is made on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (date)

between \_\_\_\_\_ ("Teacher")

of \_\_\_\_\_ (address)

and \_\_\_\_\_ (name and address of school) ("School"),

and sets out the terms and conditions on which the Teacher shall provide music lessons ("Lessons") on the \_\_\_\_\_ (instrument)

on the School's premises ("Premises"), to any or all of the School's students ("Students"), for \_\_\_\_\_ hours per week during the academic

year 20\_\_/\_\_, to commence on \_\_/\_\_/\_\_ and thereafter at a regular time, date and location as mutually agreed between the Teacher and the

School.

**The Teacher or the School must tick the applicable box below:**

If the Teacher is to be engaged and remunerated directly by the School, tick this box. If this box has been ticked, paragraph "A" below shall apply to this agreement, to the exclusion of paragraph "B".

If the Teacher is to be engaged and remunerated directly by Students (Standard Contract T2a required), or their parents or guardians, tick this box. If this box has been ticked, paragraph "B" below shall apply to this agreement, to the exclusion of paragraph "A".

**For the avoidance of doubt, paragraph "C" shall apply where either of the above boxes has been ticked.**

#### A. Teacher engaged by School

1. In consideration of the School paying to the Teacher the Lesson fees set out below, the Teacher shall provide Lessons to Students at the Premises on the terms of this agreement.

2. Payment for Lessons shall be [in advance] [in arrears] (delete as appropriate) on a [weekly] [monthly] (delete as appropriate) basis at a rate of £ **30.00** per hour.

3. Lesson rates are subject to annual review. Where Lesson fees are increased as a result of such review, the Teacher shall give the School at least one month's written notice of such increase, subject to a maximum increase of 10% per lesson.

4. Lesson fees are payable in respect of any Lesson for which the Teacher makes itself available, irrespective of whether the Students attended the Lesson.

5. The School shall use its best endeavors to prevent Students from making photocopies of any music provided by the Teacher.

6. In the interests of the Student's wellbeing whilst in the Teacher's care, the School must inform the Teacher of any medical condition affecting the Student.

7. Either the School or the Teacher may terminate this agreement on giving not less than **5 (five)** weeks' notice in writing to the other.

8. The School acknowledges that the Teacher shall not be required to insure any instrument belonging to or used by any Student in connection with the Lessons.

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#### B. Teacher engaged by Pupils (or parents or guardians of Pupils)

1. In consideration of the Teacher providing lessons to its Students, the School agrees to comply with the terms of this agreement.

2. The School acknowledges that the Teacher has a contractual arrangement with the Students and that the Teacher is reliant upon the School's compliance with the terms of this agreement in order to satisfy his/her obligations to those Students. The School shall indemnify the Teacher in respect of any and all losses, costs, expenses, claims and/or demands of any kind arising from the School's failure to comply with the terms of this agreement.

3. The Teacher shall inform the School of the notice periods that it has agreed with the Students. Either the School or the Teacher may terminate this Agreement on giving a notice in writing to the other for a period that is equal to or greater than the longest notice period agreed between the Teacher and any Student and notified by the Teacher to the School.

4. In the event that the Teacher has failed to inform the School of the any notice period that is has agreed with any Student, either the School or the Teacher may give notice to terminate this agreement on giving not less than \_\_\_\_\_ weeks' notice in writing to the other.

#### C. Terms applicable to all Schools

##### 1. Access to Premises

1.1 Throughout the Term of this agreement, the School will allow the Teacher such access to the Premises as is reasonably required for the purpose of providing the Lessons. The Teacher shall use such rights of access for the purpose of providing the Lessons only. The Teacher's right of access will terminate immediately upon termination of this agreement, howsoever arising.

1.2 The School shall use all reasonable endeavors to provide Teachers with a classroom, or other such suitable location on the Premises, from which the Teacher can provide the Lessons. The School shall not be required to provide the same location for each Lesson, but shall notify the Teacher of the location of each lesson not less than 24 hours prior to the scheduled start time of such Lesson.

##### 2. Availability of Students

The School shall use all reasonable endeavors to ensure that Students are available for and permitted to attend Lessons.

##### 3. Limitation of Liability

3.1 Nothing in this agreement shall limit or exclude the Teacher's liability for death or personal injury caused by his/her negligence, fraud or fraudulent misrepresentation.

3.2 Subject to clause 3.1, the Teacher shall under no circumstances whatsoever be liable to the School, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement.

3.3 The Teacher's total liability to the School in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed: (i) £10,000,000 where such liability is covered by the policy of insurance referred to at the end of this agreement; or (ii) where such liability is not covered by the policy of insurance referred to at the end of this agreement, the total aggregate fees paid by the School or the Student (as appropriate) in the six (6) months immediately prior to the liability arising.

##### 4. Force Majeure

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.

**This Agreement may only be varied with the written agreement of both parties.**

Signed by the Teacher \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

Signed on behalf of the School by \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

Position in School \_\_\_\_\_

*One copy to be retained by the Teacher and one copy by the School.*

*Musicians' Union 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 or in a public place including transit to and from.*

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