

Agreement for Private Music Tuition

ISM CONDITIONS FOR PRIVATE MUSIC TUITION

1. **CONDITIONS:** These conditions describe how the tuition contract will work. Once you and I have signed the Agreement, we have to follow them.
2. **LESSONS:** Tuition will be given in blocks of lessons called Series. The length of a Series will vary according to the number of weeks in a school/college half term. The Series of lessons are automatically reserved in advance, at the agreed place, day and time, to ensure continuity of tuition. Before the first lesson of each Series I will give you a reminder of the agreed start date.
3. **PAYMENT:** Fees for each Series must be paid in advance, **not later than the first lesson of each Series.**
4. **HOLIDAYS:** I will give at least one Series notice in writing of my holiday breaks, when lessons will not be given. In addition to these holidays you may take up to two weeks holiday in any one Series, provided that you give me at least four weeks notice in writing that you will be unable to attend for lessons. Lessons will not take place during the usual public holidays.
5. **MISSED LESSONS:** Outside agreed holiday periods, I will charge for any lesson that you do not attend, unless I conclude that the circumstances were so exceptional that I should give a replacement lesson or refund the fee. If I am forced to cancel a lesson, I will offer you the option to carry the lesson forward, or to receive a replacement lesson, or to receive a refund of the lesson fee.
6. **EXAMINATIONS, COMPETITIONS AND PUBLIC PERFORMANCES:** To protect your interests, I will not enter you for any examination, competition or public performance without your consent. To protect my reputation, you should not enter an examination or competition, or perform in public, without my consent, unless an event of this kind is a compulsory part of your education at school, college or university.
7. **TERMINATION OF TUITION:** Either you or I may terminate this Agreement by giving the required period of notice in writing to the other.
 - (a) If lessons are given once a week or more often, either you or I must give four weeks notice in writing to stop lessons, to take effect at the end of that period. If you do not give this notice, fees must be paid for a further four weeks. You will be entitled to take any lessons you have paid for.
 - (b) If lessons are given less frequently than weekly, you or I must give a Series notice in writing to stop lessons, to take effect at the end of that period. If you do not give this notice you must pay for any lessons that were due to be taken in the Series following the end of the current Series. You will be entitled to take any lessons you have paid for.

If I am forced to give notice at any point during any Series because of an unforeseen emergency and am unable to complete the Series, I will refund fees for the remaining lessons.

If I am forced to terminate this Agreement without notice because conduct by you or anyone connected to you makes it impractical, unethical, or unsafe to continue to provide tuition, the fees for any remaining lessons will not be refundable.

We may end this tuition Agreement by mutual consent at any time, so long as it is confirmed in writing and signed and dated by both of us.
8. **SPECIAL CONCESSIONS:** If either you or I temporarily release the other from any term or condition of this Agreement, the special concession will only be for the period for which it was granted; and unless it is confirmed in writing and signed by both of us, it will not be a formal change to this Agreement, and will not affect your or my rights under this Agreement.
9. **CHANGES:** Any change to this Agreement must be confirmed in writing and signed by both of us before it comes into effect.
10. **EXTRA LESSONS:** Extra lessons may be given in addition to the number of lessons fixed for each Series, provided that the arrangements and the fee payable have first been agreed in writing by both of us.
11. **CO-OPERATION:** While I will make every reasonable effort to improve your knowledge and ability, you cannot expect to improve unless you fully co-operate with me and, in particular, practise in the way I advise.

ACCEPTANCE (to be signed by the pupil, or parent/guardian if the pupil is under the age of 18)

I accept the offer of tuition in _____

(instrument/)

for _____

(name of pupil)

on the terms and conditions set out above, and agree to be bound by them.

Signed _____

Date _____

DAWN SHUTTLEWORTH CT.ABRSM
Member of the Incorporated Society of Musicians