



# Agreement for private music tuition

For use where lessons are given on a flexible or 'pay as you go' basis

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## Teacher

Name: Scott Welcomme (Scott Welcomme Music Services)

Address: 17 Dingley Road, Oakdale,

Poole, Dorset

Postcode: BH15 3RD

Phone: (+44) 07742101959

Email: tuition@scottwelcommemusicervices.com

## Client or (if the client is under 18)

### Client's parent or carer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I (the Teacher) offer tuition to \_\_\_\_\_ (Client)

in \_\_\_\_\_ (instrument/subject) on the following Terms and Conditions.

Signed (Teacher) \_\_\_\_\_ Date \_\_\_\_\_

(Member of the Independent Society of Musicians)

## Tuition

Tuition will be given on a flexible basis, with the timing of lessons being agreed between the Teacher and the Client (or the Client's parent or carer) in advance of each lesson.

Length of lessons 30 minutes/45 minutes/1 hour (circle as appropriate)

Package Deal Yes/No (delete as appropriate)

Date of first lesson \_\_\_\_\_

Delivery of tuition In person/ Online (delete as appropriate)

Location of lessons At teachers premises/At client residence/Online via Google Meet (delete as appropriate)

## Fees

Lessons will be charged at the rate of £60 per hour, pro rata for any part of an hour.

The exception being Package Deals, Group/Workshop sessions and any promotional discounts or rates. Unless otherwise stated, lessons are charged on a per person, individual basis. The term 'individual' and '1-1' means the lesson is for one person only. In the case of two people that want to book a 1 hour session together, they must book a Group lesson. This must be requested in advance by email to the teacher via [tuition@scottwelcommemusicervices.com](mailto:tuition@scottwelcommemusicervices.com)

The Teacher may increase the tuition fees from time to time and will give written notice of such an increase to the Client (or the Client's parent or carer, where appropriate) at least one week prior to the increase taking effect.

## Conditions

The Conditions set out on pages 3 & 4 of this document will apply to this Agreement in addition to: [ISM Online Addendum to Agreement for Private Music Tuition, Terms and Conditions of Use of scottwelcommemusicsservices.com](#) & [How it All Works](#)

When this Agreement has been signed by both the Teacher and the Client or, if the Client is under 18 years of age, the Client's parent or carer, it will constitute a legally binding personal contract between the signatories.

**However, the Client, Pupil (or the Client/Pupil's parent or carer) will have the right to cancel this Agreement within 14 days from the day after the date of this Agreement by giving written notice of cancellation to the Teacher. If the Client would like lessons to begin within the 14-day cancellation period, the Client (or parent or carer) must provide the Teacher with written confirmation of this. If the Agreement is then cancelled within the 14-day cancellation period, the client is required to pay the fees for any lessons delivered and any other fees paid to the Teacher will be refunded.**

## Tuition acceptance & agreement

### Client tuition acceptance (Clients aged 18 & over)

I (*the Client*) accept the offer of tuition on the terms and conditions set out herein and agree to be bound by them until termination of this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### Parent or Carer tuition acceptance (on behalf of the Client/pupil)

I (*the Client or the Client's parent or carer*) accept the offer of tuition for \_\_\_\_\_ (*Client*) on the terms and conditions set out herein and agree to be bound by them until termination of this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(*Client or, if the Client is under 18, the Client's parent or carer*)

## Conditions of music tuition

### 1. Lessons

The Teacher will deliver the lessons either online via Google Meet, in person at the Client's residence or in person at the location specified overleaf. The date and time of each lesson will be agreed in advance of each lesson by the Teacher and the Client (or the Client's parent or carer). The agreement should be confirmed in writing (See 10. For acceptable means)

### 2. Package deal

The Client (or the Client's parent or carer) may prefer to take advantage of booking a 'Package deal' set of lessons. This will consist of booking a block of lessons in advance (i.e. 10 lessons in one booking, receiving a specified discount reflected in the offer cost) If this is to be booked, agreement must be made in writing (booking via specified system) in advance of the first lesson of the 'Package deal' taking place. Details of any such deal should be agreed upon between The Client (or the Client's parent or carer when you agree to confirm your booking).

### 3. Payment of fees

The Client (or the Client's parent or carer) will pay for each lesson on the day of booking the lesson. In relation to a 'Package deal' booking, The Client (or the Client's parent or carer) will pay for a block of lessons in advance. This agreement must be made in writing in advance of the first lesson of the 'Package deal' taking place and be specific to the agreed 'Package deal' amount.

Lessons will be charged at the rate of £60 per hour, pro rata for any part of an hour. The exception being Package Deals, Group/Workshop sessions and any promotional discounts or rates. Unless otherwise stated, lessons are charged on a per person, individual basis. The terms 'individual' and '1-1' means the lesson is for one person only. In the case of two people that want to book a 1 hour session together, they must book a Group lesson. This must be requested in advance by email to the teacher via [tuition@scottwelcommemusicsservices.com](mailto:tuition@scottwelcommemusicsservices.com)

### 4. Resources & Materials

Cost of lessons (price charged) is for tuition/advice only. Any materials & resources (sheet music, music books, worksheets, backing tracks, learning resources etc) must be provided by the booking Client. Unless otherwise agreed or specified in advance of the lesson taking place. Clients should not 'expect' or presume the teacher to have resources and materials ready for them to use. This includes the use of physical musical instruments. Extra materials & preparation of such resources may incur extra fees. Clients must liaise & check with the teacher in advance of their lesson if they are unsure about anything. The teacher will advise on materials & resources to be used & may be happy to purchase these on behalf of the client, where possible, at a discounted price. This is on a case by case basis & it is not always possible.

In the case of drum kit tuition, 'in- person' lessons will need to take place at the Clients residence unless otherwise agreed or specified.

### 5. Missed lessons

The Teacher will charge for any scheduled lessons which the Client does not attend, unless either i) the Client (or the Client's parent or carer) has given the Teacher at least 48 hours' written notice or ii) the Teacher chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Client (or the Client's parent or carer) may choose between (i) receiving a replacement lesson or (ii) receiving a refund of the lesson fee. In the case of a missed lesson in the sequence of lessons forming part of a 'Package deal', any cancelled lesson will still be considered as one of the booked lessons. **No refund will be made, in part or fully for this lesson as it has been booked in advance as part of the 'Package deal'.** The Teacher reserves the right, at the Teacher's discretion, to grant a portion of the remaining lessons booked as part of a 'Package deal' in exceptional circumstances. Details of such will be determined by the Teacher.

### 6. Reschedule/Cancellation of booked services (including refunds)

- (a) You have the right to cancel your booking(s) of specified service(s) adhering to the specific service notification period. The Teacher reserves the right to cancel your booking at any time and issue you a full refund in accordance with the specified service. If an alternative arrangement/booking can be agreed between both parties then a reschedule can occur and refund revoked.
- (b) Lessons may be rescheduled without charge. The reschedule must take place before the 48 hours' notice period. This is subject to availability and not guaranteed. Exceptional circumstances may be considered if notice given is less than 48 hours. This would be at the Teacher's discretion.
- (c) You have the right to cancel your booking(s) adhering to the notice period. The Teacher reserves the right to cancel your booking at any time and issue you a full refund. You will not be automatically entitled to a full refund of advance payment. This will be at the Teacher's discretion and may be reflective of costs incurred by booking of the specified service(s).
- (d) As you will have agreed to use the payment method for the service you have booked, you may be liable to incur the charge of the payment service for a refund to be successful. You will be notified if this is the case.
- (e) Where a refund (full or partial) is agreed and due (in-keeping with the notice period of 48 hours)- please allow 14 days for this to be fully processed. This may take longer if you live outside of the UK. If this is the case, please allow up to 30 days for your refund to be processed. Processing times will be dependent on your bank or card issuer Terms. I have no control over these.

Please see Cancellation of Booked Service section of the Scott Welcomme Music Services Website [Terms and Conditions of Use](#) for further details.

#### **7. 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 (and the Pupil's parent or carer, where applicable). Applicable/additional fees regarding exams will be discussed as and when required.

#### **8. Termination of tuition**

- (a) This Agreement may be ended by mutual consent at any time by both signatories by signing and dating a written statement to that effect. (Digital signature by email is acceptable)
- (b) Where fees are not paid on time, the Teacher reserves the right, entirely at the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Client or Client's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.
- (c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory. Such termination will take effect immediately, except that if a lesson is scheduled to take place within 48 hours of notice being given by the Client (or the Client's parent or carer), that lesson must be paid for.
- (d) In relation to a 'Package deal' booking; payment for all lessons agreed included in the 'Package deal' will have been made in advance. If termination of Agreement is given, such termination will take effect immediately, or following the remaining scheduled lessons that are scheduled to take place- without any refund of remaining lessons that have been booked in advance. Specific detail must be given in writing by the Client or Client's parent or carer indicating if they wish to complete the 'Package deal' of remaining lessons or to terminate attendance of these lessons with immediate effect. No refund will be applicable in relation to 'Package deal' bookings, even if 48 hours of notice has been given. The Teacher reserves the right, entirely at the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Client (or the Client's parent or carer) They also reserve the right, at the Teacher's discretion to grant a portion of the remaining lessons booked as part of a 'Package deal' in exceptional circumstances. Details of such will be determined by the Teacher.

#### **9. Conduct & expectations for tuition**

In the rare instance that the Teacher, in his reasonable opinion, feels unable to continue tuition on account of unreasonable conduct by the Client or anyone connected with the Client, the fees for any outstanding lessons will not be refundable.

For details of expectations for tuition please refer to [How it All Works](#)

#### **10. Communication between the parties**

For the purposes of Conditions 1 and 5 written notice may be confirmed/given via booking system, on paper, by email, SMS text message, or Whatsapp message- provided that, in the case of an SMS text message, or Whatsapp message, the recipient acknowledges receipt of the text message).

For the purposes of Conditions 8 and 11 any written notice, statement, 'in writing' notice or agreement must be recorded on paper or by email (and not by SMS text or by Whatsapp message)

#### **11. Changes**

- (a) Any changes to the terms of this Agreement must be confirmed in writing/email and signed and dated by both the Teacher and the Client (or the Client's parent or carer). For the purpose of rescheduling sessions, please contact the Teacher for more details or refer to guidance received in booking confirmation from the Teacher and/or booking system.
- (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 Client 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 11 (a) above.

#### **12. Governing law and jurisdiction**

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. (England and Wales).