

This agreement is made on \_\_\_\_\_ (DATE) and will continue until \_\_\_\_\_ (THE "PERIOD")  
 Between \_\_\_\_\_ (THE "TEACHER")  
 of \_\_\_\_\_ (ADDRESS)  
 who may be contacted on \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_ (EMAIL)  
 AND \_\_\_\_\_ ("PARENT/GUARDIAN/CARER" HEREINAFTER REFERRED TO AS THE "GUARDIAN")  
 of \_\_\_\_\_ (ADDRESS)  
 who may be contacted on \_\_\_\_\_ (TELEPHONE) \_\_\_\_\_ (EMAIL)  
 providing online lessons for \_\_\_\_\_ (THE STUDENT)

## 1. Whereby it is agreed:

- 1.1 The Teacher will provide \_\_\_\_\_ lessons lasting \_\_\_\_\_ minutes every \_\_\_\_\_ (SPECIFY WEEK, MONTH, TERM) via an agreed online teaching platform.
  - 1.2 The Teacher will provide an agreed schedule of lessons detailing dates and times prior to lessons commencing. The dates and times of the lessons may be changed if both the Teacher and Student agrees.
  - 1.3 The fee per lesson is £ \_\_\_\_\_ ( INC VAT EX VAT).
  - 1.4 This agreement relates to a block booking of \_\_\_\_\_ lessons for the Period itemised above, payable in full and in advance on receipt of an invoice from the Teacher. Late payment may result in a delay to lessons starting.
  - 1.5 The Guardian has a legal right to cancel this agreement and receive a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (2013) during the 'cooling off period' which starts from the date of this agreement and ends 14 days later. To cancel the agreement, the Guardian should let the Teacher know by email that he/she has decided to cancel. The Teacher will confirm receipt of this email and arrange a refund for lessons not received. Reimbursement will be made using the same means of payment for the initial transaction, unless agreed otherwise.
  - 1.6 If the Guardian requires the Teacher to commence teaching immediately and such teaching is provided before the cancellation period expires, the Guardian acknowledges that he/she will lose the right to cancel the contract once the contract has been fully performed, even if this occurs during the cancellation period.
  - 1.7 **PLEASE NOTE:** by signing this agreement the Guardian provides the authority for the Teacher to commence work within the cancellation period and there will be no right to cancel or the Guardian will cease to have the right to cancel, once the Teacher's services have been fully performed.
- 1.8 The Guardian acknowledges that he/she has received the above warning. The Guardian will lose the right to cancel once the contract has been fully performed. However, by signing this agreement, the Guardian confirms that he/she still requires the Teacher to commence Teaching immediately upon the contract being concluded and before the end of the cancellation period.
  - 1.9 A decision to discontinue lessons after the 'cooling off period' by the Guardian or Teacher requires written notice of \_\_\_\_\_ (WEEKS). If the Guardian discontinues lessons with insufficient notice, the Guardian will be liable to pay fees for those lessons not taken during the notice period.
  - 1.10 The Guardian is responsible for ensuring that the Student is available for the arranged online lesson as confirmed by email between the Teacher and Guardian. Delays or interruptions encroaching into this time will be considered as time provided.
  - 1.11 If no notice to discontinue lessons has been served as above and the Student fails to attend an arranged online lesson as confirmed by email between the Teacher and Guardian, fees for that lesson remain payable and no refund of any fees paid in advance will be given.
  - 1.12 Should a lesson be missed by the Teacher for whatever reason, the Teacher will either provide a replacement lesson at an agreed time or issue a credit note.
  - 1.13 Extra lessons may be scheduled at any other time by mutual agreement and at a cost agreed between the Guardian and Teacher.
  - 1.14 The Guardian and Student undertake not to make unlawful photocopies of music.
  - 1.15 Examination entries, festivals, competitions or otherwise, will only be entered if the Guardian (in consultation with the Student) and Teacher agree. Any entries will be paid for by the Guardian.

- 1.16 The Guardian is responsible for informing the Teacher of any medical conditions which may affect the online learning experience and interaction.
- 1.17 The Teacher agrees to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy, GDPR and the protection of personal data.
- 1.18 Should any disputes arise during the term of this agreement it is anticipated that discussions would take place between the parties with the intention of resolving any dispute. However, if the parties are unable to resolve the dispute, they may agree to terminate this agreement with immediate effect or seek the services of a mediator.
- 1.19 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 pandemic (including the current Covid-19), 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.

## 2. Space and equipment

- 2.1 The Guardian is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by the Teacher.
- 2.2 The Teacher is not responsible for the loan of any equipment (e.g. instruments, cameras, computers, etc.) or materials (e.g. sheet music) unless agreed in advance.
- 2.3 The Guardian is responsible for ensuring that the online teaching platform recommended by the Teacher is installed and ready for use prior to the commencement of lessons. All technical issues should be referred to the software/platform provider.
- 2.4 Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.
- 2.5 The Teacher is not liable for any technical faults, failures or damages of equipment used at the Guardian's/Student's premises or elsewhere for the purposes of receiving online teaching and will not be required to make up any lost teaching time caused by such faults, failures or damages. Moving equipment in order to enhance the quality of video/audio is done at the Guardian's/Student's risk.
- 2.6 The Teacher is not required to make up lost time due to technical difficulties experienced at the Guardian's/Student's home or other location used for the purposes of receiving online teaching, e.g. insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems, etc.
- 2.7 The Guardian is responsible for the insurance of the Student's instrument and all equipment used by the Student for online teaching.

## 3. Safeguarding

- 3.1 Lessons must not be recorded by either party unless there is a prior agreement for this. If recordings are made, they should not be shared with third parties or uploaded to social media.

- 3.2 The online teaching platform must not be used by the parties for any other purpose than teaching, e.g. sharing photos or general messaging.
- 3.3 Where possible the Guardian should assist the Student in limiting their profile within the online teaching app, using settings and preferences to maximise privacy. The Teacher will commit to doing the same.
- 3.4 All communications regarding missed or cancelled lessons must be between the Guardian and Teacher. Under no circumstances should the Student contact the Teacher directly
- 3.5 For the purposes of confidentiality and privacy, all communications between the Guardian and Teacher should be via email. [Communication by telephone should only take place where necessary due to urgency e.g. unavoidable last-minute cancellations].
- 3.6 Any defamatory, offensive or illegal material aired online by the Student, or inappropriate behaviour by the Student, will result in the immediate termination of the lesson. What constitutes such behaviour will be determined in the reasonable opinion of the Teacher. In this instance, the Teacher reserves the right to withdraw entirely from this agreement with immediate effect. Fees paid will not be refunded.
- 3.7 Both the Teacher and Student must dress appropriately for the online lesson.
- 3.8 Both Teacher and Student should present against a neat and tidy background when using video.
- 3.9 The Guardian may, if they wish, be present during the online lesson if agreement is given by the Teacher.
- 3.10 The Teacher agrees to comply with [the MU's safeguarding advice in relation to online teaching](#).
- 3.11 The Teacher has a current DBS check or Disclosure Scotland, check, a copy of which can be provided on request.

## Notes

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.

The Teacher's total liability to the Guardian or Student shall not exceed the total sums payable under the Contract.

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. Careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.

**I hereby agree to the terms of this agreement until termination of this agreement.**

Signed \_\_\_\_\_ (GUARDIAN)

Date \_\_\_\_\_

Name \_\_\_\_\_