

Music Lesson Contract Agreement

(for SouthgateBrass – Neil Alastair Southgate)

1) Parties and Contact

1.1 This agreement is between **Mr Neil Alastair Southgate** (“the Teacher”), 45 Ridgeway Lane, Coed Darcy, Llandarcy, SA10 6FY.

Contact: 07837 574735 · southgate.neil@gmail.com · www.SouthgateBrass.com
and the Responsible Adult or Student (if aged 18+) named at registration (“the Student”).

1.2 The Student’s postal address, email and phone number must be provided at registration and kept up to date throughout the agreement. If a third party pays (e.g., parent/guardian), the Student must ensure the payer is fully informed of these Terms and Conditions and that their contact/payment details remain current. The Student/Responsible Adult is responsible for keeping contact details up to date and for checking spam/junk folders; delivery to the last notified email address constitutes valid service.

1.3 Definitions

- **Lesson:** A single timetabled teaching session provided by the Teacher.
 - **Term:** An academic teaching period defined by the school calendar.
 - **Notice Deadline:** The final date by which written notice must be received in order to end lessons at the close of the following term.
 - **Sufficient Notice:** Written notice received by the Notice Deadline.
 - **Insufficient Notice:** Written notice received after the Notice Deadline but before the start of the next term.
 - **Unreasonable / No Notice:** Failure to provide written notice before the start of the next term.
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2) Acceptance of Terms, Commencement & Cooling-off

2.1 Online acceptance. During website checkout the Student (or Responsible Adult) must tick to confirm they have read and agree to these Terms & Conditions. By completing checkout and/or making any payment, the Student is deemed to have accepted this agreement in full. (This acceptance method is standard and is required to proceed with payment.)

2.2 When lessons begin. Lessons will begin once the first subscription payment has cleared and a timetable slot has been confirmed.

2.3 Cooling-off (Consumer Contracts Regulations 2013).

In line with the Consumer Contracts Regulations 2013, a **14-day cooling-off period** applies from:

- a) the date payment is made; or
- b) the date interest in lessons is registered (e.g., reply to a school letter/email).

If lessons are scheduled to begin within this period, by attending or accepting those lessons the Responsible Adult expressly requests early performance and accepts that fees remain payable for any lessons delivered during the cooling-off period.

To cancel within this period, notify the Teacher in writing (email is fine). If lessons have not begun, a full refund will be issued within 14 days of notice. If lessons have begun during the cooling-off period, fees for lessons already delivered are non-refundable. In all cases, the first month’s fee remains non-refundable.

2.4 Waiver by performance. By requesting/accepting lessons to start during the cooling-off window, the Student agrees that any lessons delivered in that window cannot be refunded.

2.5 Cooling-off not applicable.

If lessons began more than 14 days before this agreement; if ongoing payments are already established; or if acceptance of the slot was more than 14 days before this agreement, the statutory cooling-off right has already expired.

After the statutory cooling-off period has ended, all normal notice and termination rules in §10 apply, regardless of when the Student joined during the academic year.

3) Where and How Lessons Are Provided

3.1 Locations

Lessons may occur:

- At a location arranged by the Teacher (Teacher's or Student's home)
- At the Student's school ("School")
- Online

3.2 Contracting parties. Regardless of location, the contract is exclusively between the Teacher and the Student (as defined in §1). Lessons held in schools usually occur during school hours; lessons outside school typically occur online or at a mutually agreed location.

3.3 Compliance & safety. All lessons are subject to risk assessment, School policies, safeguarding requirements, and applicable guidance (local/national). The Teacher undertakes **regular child protection/safeguarding training and updates as required by law**, and is registered with the Education Workforce Council (Wales).

3.4 Deputy/Substitute Teacher

Where the Teacher is unavailable, the Teacher may, on occasion, appoint a suitably qualified deputy to deliver a scheduled lesson. Any deputy will hold an enhanced DBS, be registered with the Education Workforce Council (Wales) where required, and act under the Teacher's direction. Lessons delivered by a deputy count toward the annual allocation. Delivery by a deputy constitutes delivery by the Teacher for all purposes of this Agreement.

3.5 Supervision, Arrival and Collection (Under-18s)

For lessons outside normal school supervision, the Responsible Adult remains responsible for the Student's safe arrival and collection. The Teacher is not responsible for the Student outside the scheduled lesson time. Lesson observation by a parent/carer is by prior agreement only and subject to safeguarding and space constraints.

4) How Lessons Are Charged (Annual model explained)

4.1 Annual provision. The academic year provides **33 lessons**. The annual cost is divided into **12 equal monthly instalments** (subscription), payable in advance of the first lesson and then monthly.

4.2 Delivery vs payments.

Lessons are delivered during school terms, but subscription payments occur every calendar month. This means some months (particularly August) may include no lessons, yet the monthly payment still applies. *(Important: payments are for the annual provision, spread evenly, not "per lesson per month".)*

Monthly payments are simply a convenient way to spread the annual cost. They are not tied to the number of

lessons delivered in that specific month. Cancelling the subscription on the website is only an administrative step and does not override the contractual notice requirements in §10.

4.3 Fixed monthly amount. The monthly charge remains fixed regardless of how lessons cluster around term time (e.g., more lessons delivered in some months; none in others).

4.4 Term definition (for cancellation/notice). For cancellation and liability purposes, a **Term** is treated as **four (4) monthly subscription payments**, representing roughly one-third of the annual fees, regardless of actual term length or the number of lessons in that term (Sept–Dec, Jan–Apr, and May–Aug, respectively). For the avoidance of doubt, a Term is defined as four (4) subscription payments, regardless of the number of calendar months or teaching weeks actually included.

4.5 Pricing basis. Fees are set with reference to Musicians' Union (MU) minimum recommended rates (currently published by the MU; subject to change). The Teacher's standard charges may be below MU rates and already incorporate typical platform/transaction costs.

5) Lesson Options (current tariffs)

(Availability may vary by timetable/school constraints; changes notified in advance.)

5.1 15-Minute Subscription – £27.50 per month.

Good for younger/beginner students (especially in primary settings).

5.2 30-Minute Subscription – £55.00 per month.

Standard for many private/experienced students; balanced for technique, musicality, repertoire.

5.3 45/60-Minute Subscriptions.

On request; typically for advanced/exam prep. Subject to timetable/school approval.

5.4 Single (ad-hoc) 30-Minute Lessons – £20.25 per lesson.

For occasional needs outside the 33-lesson model. *(Slightly higher per lesson due to admin/transaction overhead absorbed by the Teacher.)*

5.5 Group tuition – £18.34 per month.

Occasionally offered in schools (3+ students), ~20-minute sessions; subject to school grouping policies and prior notice of group composition.

6) Group Projects & Combined Lessons

6.1 Educational rationale. Because music is collaborative, individual/small-group lessons may be combined at times for ensemble/composition/performance projects (e.g., school concerts with extended sessions).

6.2 Time balancing. Where lessons are combined, total educational time is adjusted proportionally (e.g., two 30-minute lessons combined may run 45 minutes or longer, or larger group sessions scheduled). These activities count towards the **33-lesson allocation**.

6.3 Opt-out. If you prefer individual lessons only, please inform the Teacher at registration or as early as possible.

7) Fees, Payments, Failed Payments & Chargebacks

7.1 Payment method

- Fees are paid via recurring subscription on the website (secure card payment).
- Alternative methods only by prior agreement.

7.2 Payment schedule

- The first payment activates the subscription and acceptance of these terms.
- Subsequent payments are automatically charged on the same calendar day monthly (dates may shift slightly around weekends/Bank Holidays).
- If you would like payment to be taken on a specific date, please discuss with the Teacher.

7.3 Annual review

- **Timing:** Fees are reviewed annually (typically each September), aligned where possible with Musicians' Union (MU) updates.
- **Notice:** The Teacher will give at least one calendar month's written notice of any increase, stating the new monthly amount and the effective date.
- **Reason for increases:** Fee adjustments are a normal and expected part of this Agreement and may reflect increases in MU minimum rates, inflation, statutory or operating costs, or other reasonable cost changes.

Right to reject the increase

- If the Student does not wish to continue at the revised rate, they may terminate the Agreement by giving written notice before the effective date.
- **Effect:** Termination takes effect from the effective date of the increase, with no further liability from that date (any lessons already delivered remain chargeable).
- **Notice-period charges:** The rules in §10 do not apply where termination is solely due to a fee increase.
- **Form:** Cancelling the website subscription alone is not valid notice; written notice is required.
- **Scope:** This right applies only to existing Students. New Students registering after a fee review will always be charged at the then-current published rate.

Amounts payable up to the effective date

- All fees and any arrears up to (but not including) the effective date remain payable at the previous rate.
- Any lessons delivered between the notice of increase and the effective date are charged at the previous rate.

Acceptance by conduct

- If the Student continues to attend lessons and/or allows the subscription to continue beyond the effective date without giving written notice under this clause, the Student will be deemed to have accepted the revised fee.
- After acceptance of the revised fee, any subsequent termination is governed by the normal notice rules in §10.

When the new rate applies

- The revised monthly fee applies from the first subscription payment date falling on or after the stated effective date.
- Ad-hoc or extra lessons booked for dates on or after the effective date are charged at the revised rate.

(Explanatory note: This clause preserves the consumer's right to reject a price increase while ensuring all amounts due up to the effective date remain payable at the previous rate. It also makes clear that new Students always begin at the current published rate.)

7.4 Failed payments & grace

- If a subscription payment fails, website subscriptions apply a 7-day grace period to update card details.
- If unpaid after 7 days, the subscription may lapse and lessons may be suspended until payment is restored.
- *(Lapse does not remove contractual liability — see §10.)*

7.5 Late payment & interest

- Overdue sums may incur statutory interest at **8% above** the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

7.6 Chargebacks & returned payments (remain payable)

- If any subscription payment is reversed, charged back, or returned by the bank or payment provider for any reason, the amount remains fully due and payable under this contract.
- By accepting this contract, the Student/Responsible Adult acknowledges that subscription payments are for scheduled music lessons, and therefore a chargeback claim on the basis that the payment was “unknown” or “unauthorised” will not be considered a valid basis for refund.
- In addition, any **reasonable and evidenced** third-party processing or bank fees directly caused by the reversal may also be invoiced to the Student/Responsible Adult, as these represent losses incurred outside of the Teacher’s control.
- A chargeback is **not valid notice** to cancel lessons and will be treated as non-payment and, where applicable, as Unreasonable/No Notice under §10.
- The Teacher may, without prejudice to any other rights or remedies:

- 1) Issue an invoice for the outstanding balance (and any bank/admin fees reasonably incurred);
- 2) Suspend lessons until paid; and
- 3) Apply statutory interest as above.

- Any legal or administrative costs reasonably and evidentially incurred by the Teacher in responding to invalid chargebacks may also be invoiced to the Student.

(Explanatory note: If the bank returns a valid payment, you still owe the same amount under the contract. This prevents misuse of chargebacks to avoid agreed fees and may also trigger Unreasonable/No Notice consequences under §10.5. It also ensures that the Teacher is not left out of pocket for additional bank or administrative charges arising solely from the act of reversing payments.)

7.7 No set-off

All payments must be made in full and without deduction, withholding, or set-off. The Student/Responsible Adult may not offset any claim or counterclaim against fees due under this Agreement.

8) Missed Lessons

8.1 Student Absence

- Missed lessons by the Student remain **fully chargeable** unless otherwise agreed in advance.
- If you are aware of an absence in advance (e.g. school trip, holiday, exam), you must give at least **one week’s notice** so that alternatives can be considered.
- Where one week’s notice is given, the Teacher will normally make every reasonable effort to offer an alternative lesson within the same subscription cycle. This cannot be guaranteed, particularly in cases of extended absences (e.g. prolonged holidays, illness, or school trips), but genuine efforts will be made where practicable.
- Each circumstance will be considered on its own merits, but the Teacher’s decision is final.
- Unnotified absences will be treated as missed lessons and remain fully chargeable.

8.2 Ad-hoc / Non-Subscription Lessons

- Where lessons are arranged outside the subscription model (e.g. one-off or block bookings), the same notification rules for absence and cancellation apply.
- A scheduled lesson must receive at least **one week’s notice** of cancellation or absence to be considered for reorganisation.

- Lessons cancelled with less than one week's notice remain fully chargeable.
- The Teacher will consider each circumstance on its own merits and may, at their discretion, offer an alternative slot, but this cannot be guaranteed.

8.3 Teacher Absence and Annual Lesson Allocation

(a) Annual Lesson Allocation

- The subscription model entitles the Student to **33 lessons within each 12-month subscription cycle**, calculated from the **annual renewal date**.
- The **annual renewal date** is defined as the billing date agreed when the subscription is first regularised (which may differ from the date of the first payment).
- Where a subscription lapses and is reinstated, the **new billing date** becomes the new annual renewal date for calculating the 12-month cycle.
- The Teacher may vary the number of lessons delivered per term in order to meet the annual target, taking into account school holidays, closures, and other scheduling factors.
- On average, a term will contain around **11 lessons**, but this may be higher or lower depending on school term lengths, holidays, and scheduling factors.
- Where a Student terminates lessons part-way through the subscription cycle in line with the termination rules of this agreement, their entitlement shall be limited to the proportion of the 33 lessons that corresponds with the number of payments made up to the date of termination. The Student is not entitled to the full 33 lessons unless the subscription is maintained for the full 12-month cycle.
- The annual allocation includes any **combined/group projects (§6)** and any **rescheduled or online replacements (§13)**.

(b) Teacher Absence

- The Teacher guarantees to provide the Student's **full entitlement of lessons** under this agreement.
- If the Teacher is unavailable to deliver a scheduled lesson (e.g. illness, unavoidable school closure, professional commitments), the Teacher will make every effort to **reschedule within the same cycle**.
- If rescheduling within the cycle is not possible, the missed lesson will be **carried forward into the next subscription cycle** to ensure the Student receives their full entitlement.
- Where a Student does not renew their subscription into the next academic year, and has given **valid notice of termination** in line with this agreement, any carried-forward entitlement will normally have been delivered before the subscription ends. Only in the **exceptional** event that this is not possible, a **pro rata refund** will be issued.
- Where notice is late or insufficient, no refund will be due and the standard termination rules of this contract will apply.

8.4 Timetables

- Where applicable, a timetable is provided to the School and displayed in school; it may be subject to change.
- Students should check notices regularly.

8.5 Lateness

- Students must be on time.
- If a Student arrives **10+ minutes late** without prior notice, the lesson may be recorded as missed and fees remain due.

8.6 School Closure

- If the School is closed or prevents delivery (other than COVID-type events covered in §13), the Teacher is under **no obligation** to make up or refund lessons.
- However, online replacements may be offered at the Teacher's discretion.

8.7 Timetable Variation

- The Teacher reserves the right to alter lesson times where necessary (for example, due to changes in school

timetables, performances, or other reasonable scheduling requirements).

- Any changes will be communicated in advance and with reasonable notice.
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9) Additional Lessons

9.1 Extra lessons

- Extra lessons during holidays or at other times may be arranged by mutual agreement.
- These lessons are priced separately, by prior agreement.

9.2 Location of extra lessons

- If the School is unavailable, an alternative location or online provision may be used.
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10) Termination of Agreement & Notice Periods

(These rules ensure clarity around when charges stop. Lessons are term-based; lessons do not end mid-term.)

10.1 Summary

In short: the Student may stop attending lessons at any time, but liability for fees continues to the end of the current term, plus any notice charges depending on when notice is given under §§10.3–10.6.

(Explanatory note: August is still charged even if no lessons occur that month, because the annual cost is spread evenly across 12 months.) These rules represent genuine estimates of loss and are not penalties.

10.2 Giving notice

- **Form:** Written notice is required (email accepted).
- **Receipt:** Notice is deemed received when it reaches the Teacher's inbox (UK time).
- **Earliest end point:** The end of a term (never mid-term).

10.3 Reasonable notice

- **Deadline:** Notice must be received on or before the half-term break of the term prior to the term in which lessons will end. *(For the avoidance of doubt—stating the same timing from the current term perspective: if you intend lessons to end at the beginning of the next term (i.e., not continue into it), you must give notice by the current term's half-term. These are the same point in time.)*

- **Liability:** All fees for the current term (the final term) remain payable; no fees are charged for the next term.

- **Examples:**

- o To stop at the beginning of Summer Term (i.e., not continue into Summer), notice must be received by Spring half-term. All Spring fees are payable; no Summer fees are charged.

- o To stop at the end of Summer Term, notice must be received by Summer half-term. All Summer fees are payable; no Autumn fees are charged.

10.4 Insufficient notice

- **Definition:** Notice is received after the half-term break of the term prior to the final term of lessons, but before the last day of that prior term; or (when the intent is to end in the current term) notice is after that term's half-term but before that term ends.

- **Liability:**

1. All current term fees remain payable; and
2. A notice-period charge of **1–3 monthly payments** at the Teacher's discretion, applied after arrears are cleared. This reflects the Teacher's genuine losses, including the commitment of time,

preparation, and the difficulty of reallocating the reserved slot at short notice. The exact amount will always represent a reasonable estimate of the loss caused by late withdrawal.

- **Examples:**

- o To stop at the beginning of Summer Term, but notice is after Spring half-term and before Spring ends → all Spring fees remain due **plus 1–3 months** (which may fall into Summer).
- o To stop at the end of Summer Term, but notice is after Summer half-term and before Summer ends → all Summer fees remain due **plus 1–3 months** (which may fall into Autumn).

10.5 Unreasonable / No notice

- **Definition (any):**

- a) No notice is received before the last day of the term prior to the final term of lessons; or
- b) Notice is served during a holiday with less than one calendar month before the next term starts; or
- c) Notice is served after the next term has started.

- **Liability:** Any outstanding fees for the current term, **plus the full next term's fees** (treated as 4 monthly payments). This is because the Teacher has committed time, reserved lesson slots, and declined other students in the expectation that the Student is continuing. These fees therefore represent a genuine pre-estimate of the loss caused by late or no notice, and are not a penalty.

- **Example:** Notice sent two weeks before Autumn Term (during Summer holiday) → **Unreasonable:** any due Summer payments plus all 4 months of Autumn.

10.6 Summer holiday fairness policy

- If notice is served after all lessons for the current term are delivered and is received **at least one calendar month** before the next term starts, the Teacher will treat it as **Insufficient Notice (not Unreasonable)** and may charge **1–3 months** at the Teacher's discretion.

- No concession applies if notice is within one month of the next term's start (or after term starts):

Unreasonable/No Notice applies (full next-term fees).

(Explanatory note: The length of the Summer break does not reduce liability. This concession simply recognises timing—but only when at least one month's lead time remains. This means that notice at the very end of summer will normally count as "Unreasonable," even if no lessons are taking place at that time. This concession demonstrates proportionality and fairness: liability arises from the genuine loss of a reserved place that cannot realistically be filled at the last moment, not as a punitive measure.) It reflects genuine estimated losses, not penalties.

10.7 Stopping attendance mid-term

Stopping attendance does not end liability. All fees remain due for the current term and any applicable notice charges. The Student may attend lessons paid for, and non-attendance of lessons does not absolve liability.

The Student may always choose to stop attending lessons at any time; however, liability for fees continues until proper notice obligations are met.

10.8 Effect of chargebacks on termination

If a valid subscription payment is charged back/returned, the contract remains active, and all lesson/notice liabilities still apply. Chargebacks are treated as non-payment and may constitute Unreasonable/No Notice under this section. The Teacher may invoice for the amount and apply remedies/interest per §7.

10.9 Automatic renewal; cancellation responsibility

Tuition continues automatically from one academic year to the next unless properly cancelled under this section **and** the subscription is stopped by the Student via the website. The Teacher cannot be liable for payments made due to the Student's failure to cancel.

For clarity: cancellation of the website subscription alone does not end contractual liability. If the Student cancels the subscription outside of the required notice and termination rules in this Agreement, all outstanding fees and notice-period charges remain fully due and enforceable, and the Teacher may issue invoices accordingly.

(Any concession, reduction, or waiver of fees offered by the Teacher in an individual case is made on a

discretionary basis only. Such concessions do not set precedent and do not affect or waive the Teacher's right to enforce the full terms of this Agreement in any other case.)

10.10 Termination for breach

The Teacher may terminate this Agreement with immediate effect if the Student or Responsible Adult commits a material breach of this Agreement (including but not limited to: persistent non-payment, disruptive or unsafe behaviour, or safeguarding concerns). All fees for lessons already delivered remain payable, but no further liability shall arise beyond the date of termination.

11) General Guidance, Liability & Complaints

11.1 Force majeure

- Neither party is liable for failure or delay caused by events beyond reasonable control (e.g., acts of God, war, civil disturbance, strikes, flood, fire).

11.2 Materials & intellectual property

- The Student agrees not to reproduce or distribute teaching materials without permission.
- Materials provided electronically remain the Teacher's intellectual property.

11.3 Exams & events

- Examination, festival, or competition entries take place only by mutual agreement.
- Associated fees are the Student's responsibility.

11.4 Instruments & insurance

- The Student is responsible for insuring their instrument and any equipment they use.

11.5 Practice and Preparation

- The Teacher will deliver lessons with reasonable care and skill, providing appropriate instruction, feedback, and materials (including trackers and practice guidance).
- The Student's progress depends on consistent practice and preparation outside lessons. It is the responsibility of the Student (and, where applicable, the Responsible Adult) to ensure the Student:
 - Brings their instrument, music, and requested materials to each lesson;
 - Follows practice advice, including use of trackers and resources provided;
 - Dedicates sufficient time to practice between lessons.
- Lack of progress arising from insufficient practice, missing instruments or materials, or failure to follow guidance **does not constitute a failure on the part of the Teacher and does not entitle the Student to a refund or reduction in fees.**
- The Teacher must be informed of any medical or other conditions relevant to the Student's wellbeing during lessons.

11.6 Under-18s

- If the Student is under 18, parental/guardian permission is required.

11.7 Professional standards & insurance

- The Teacher is a Musicians' Union (MU) member and abides by MU codes of conduct.
- MU public liability insurance (up to £10m) applies while teaching, performing, or rehearsing at the Teacher's or Student's home, in public venues, or in transit.

11.8 Limitation of liability

- The Teacher's total liability under this contract shall not exceed sums payable under this agreement.
- The Teacher shall not be liable for any indirect, consequential, or incidental losses (including but not limited to examination entry fees, travel costs, or loss of opportunity).

11.9 Complaints

- Complaints should be raised directly with the Teacher (preferably by email: southgate.neil@gmail.com).
- The Teacher aims to resolve concerns promptly and fairly. If a complaint cannot be resolved directly, either party may suggest referral to a recognised mediation or alternative dispute resolution service before legal action.

11.10 Refunds (beyond statutory cooling-off)

- No refunds are given for unused, missed, or cancelled lessons except as expressly provided in this Agreement.
- Fees remain due in accordance with §§7 and 10.
- This does not affect your statutory rights.

11.11 Student conduct

- The Student (and Responsible Adult, where applicable) must behave respectfully, safely, and reasonably in all lessons.
- Disruptive, offensive, or unsafe behaviour may result in a lesson being ended early.
- Serious or repeated breaches may result in immediate termination of the Agreement by the Teacher.
- In such cases, liability for fees remains in accordance with §10.

11.12 Statutory rights

- Nothing in this Agreement affects your statutory rights as a consumer.

11.13 Exams and performance preparation

- Where the Student wishes to be entered for a graded exam or performance, the Teacher may set minimum attendance and practice requirements.
- The Teacher reserves the right to refuse entry if, in their professional judgment, the Student is not adequately prepared.

11.14 Health and emergencies

The Responsible Adult must inform the Teacher of any relevant health conditions (e.g. asthma, epilepsy, allergies) which may affect lessons. In an emergency, the Teacher may take reasonable steps to secure medical assistance, and the Responsible Adult consents to this. Any costs associated with medical treatment are the responsibility of the Student/Responsible Adult.

11.15 Property and damage

The Teacher is not liable for loss of, or damage to, Student instruments, books, or belongings brought to lessons.

11.16 Recording, photography & online sharing

Recording is governed by §13.5. The Student/Responsible Adult must not record or share lesson content without prior written consent from the Teacher.

11.17 Dispute resolution

If a complaint cannot be resolved directly, both parties agree to consider mediation or referral to a recognised alternative dispute resolution (ADR) provider before commencing legal action.

12) Data Protection (GDPR)

12.1 The Teacher will collect and process personal data (e.g. contact details, lesson records, payment details) solely for the purpose of delivering tuition and managing subscriptions.

12.2 For students under 18, consent must be given by a parent/guardian.

12.3 Data will be retained securely for as long as necessary to deliver tuition and to comply with legal/tax obligations (normally up to 6 years for HMRC purposes), after which it will be deleted.

12.4 Parents/Students have the right to request access to their data, correction of errors, or deletion of their data (where legally permissible).

12.5 The Teacher's full Privacy Policy is available at www.SouthgateBrass.com.

12.6 The Teacher is registered with the Information Commissioner's Office (ICO) as a Data Controller, in compliance with UK data protection law.

12.7 Necessary sharing

The Teacher may share limited personal data with relevant third parties (e.g., Schools, exam boards, safeguarding authorities) where necessary to provide tuition or comply with legal obligations.

12.8 Recordings

Where lessons are recorded under §13.5, recordings may contain personal data and will be processed in line with this Data Protection clause.

12.9 Safeguarding retention

Safeguarding-related data (including records of disclosures or incidents) may be retained for longer than 6 years where required by law or safeguarding guidance.

13) COVID-19 / Online Replacements / Technical Requirements

13.1 Closures and Online Alternatives

- If on-site lessons cannot be held due to COVID-type restrictions (e.g., School closure, lockdown, public health guidance), the Teacher will provide online replacement lessons at or near the scheduled day/time. These lessons will count toward the annual allocation of **33 lessons**.
- Where the Student is isolating but the School remains open and the Teacher is teaching on-site, an online replacement may not always be possible.
- If the School is closed or prevents the Teacher from conducting a lesson (including inset days, strikes, bank holidays, or other events outside the Teacher's control or inherent to the school calendar), the Teacher is under **no obligation** to refund or reschedule the missed lesson.
- Where practicable, the Teacher may offer an online replacement or reschedule within the 33-lesson allocation, but this cannot be guaranteed.

13.2 Rescheduling/crediting. If the Teacher cannot reasonably offer online replacement, lessons may be rescheduled within the academic year or credited forward. Refunds only if it is impossible to offer those lessons within a reasonable timescale and the Student has paid for them.

13.3 Technology & environment. The Student must provide a suitable space and appropriate technology. The Teacher does not loan instruments/cameras/computers unless explicitly agreed. The Student is responsible for installing/maintaining the recommended platform; the Teacher is not liable for technical failures, equipment damage, insufficient broadband, poor sound, or other issues at the Student's location. **Lost lesson time caused by Student-side technical issues (including equipment failure, insufficient broadband, or failure to install/maintain the platform) remains chargeable and need not be made up.**

13.4 Conduct & safeguarding online. Both parties must dress appropriately; defamatory/offensive/illegal behaviour may result in immediate lesson termination and possibly contract termination without refund. The Teacher follows MU safeguarding guidance for online teaching.

13.5 Recording (default consent with opt-out)

- By accepting this Agreement, the Student/Responsible Adult gives consent for the Teacher to make lesson audio/video recordings for the following legitimate purposes:
 - Pedagogical support (e.g., short clips for practice at home);
 - Evidence of progress or safeguarding (e.g., record of what was covered in a lesson);
 - Promotional/advertising use (e.g., social media, website, marketing).

- **Opt-out rights.** The Student/Responsible Adult may withdraw or restrict consent at any time by giving written notice (email is sufficient). Consent may be withdrawn in full, or limited to exclude specific purposes (e.g., promotional use).
- **Storage, access & retention.** Recordings are stored securely. Pedagogical/evidence recordings are normally retained for up to 24 months. Promotional recordings may be used until consent is withdrawn or the campaign ends. Safeguarding-related recordings may be retained for longer where required by law.
- **Sharing.** Pedagogical/evidence recordings may be shared only with the Student/Responsible Adult (and, where relevant, the School). Promotional recordings may be made public only if no opt-out has been exercised.
- **Withdrawal.** Withdrawal applies only to future use. Past uses (e.g., already-published materials) will not be removed, but no new use will occur after withdrawal.
- **Student/parent recordings.** The Student/Responsible Adult must not record or share lessons without prior written consent from the Teacher and, where applicable, the School. School media and safeguarding policies take precedence for any School-based activity, and any additional School consents must be respected.
- **Legal basis (GDPR).** Recordings are processed on the basis of consent (Article 6(1)(a)) and, where applicable, legal obligation/safeguarding. Data subject rights (access, rectification, erasure, restriction, objection) apply as set out in §12.

13.6 The Teacher holds a current **enhanced DBS certificate** (available on request).

13.7 The Teacher is registered with the **Education Workforce Council (Wales)**, as required for individuals working in Welsh schools.

14) Entire Agreement & Amendments

14.1 Entire agreement

- This contract (including policies referenced on the website at the time of sign-up) constitutes the entire agreement between the parties.
- It supersedes any prior discussions or correspondence about its subject matter.

14.2 Amendments

- Changes to these terms must be in writing and agreed by both parties.
- **Exception:** fees may be reviewed annually under §7.3 with appropriate notice.

14.3 No waiver

- Any failure or delay by the Teacher in enforcing any provision of this Agreement, or any concession or reduction granted, shall not constitute a waiver of that provision or of the Teacher's rights.
- The Teacher expressly reserves the right to enforce the full terms at any time.
- Any waiver must be in writing (including email) and expressly stated by the Teacher.

14.4 Third-party rights

- No person other than the parties to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.5 Severability

- If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable. If this affects any liability clause, the Student remains liable for fees representing lessons already delivered and any reasonable losses.
- The remaining provisions shall remain in full force and effect.

14.6 Governing law and jurisdiction

- This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and

construed in accordance with the laws of England and Wales.

- Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

14.7 Notices

Unless otherwise required by law, notices under this Agreement may be given by email. Delivery to the last notified email address constitutes valid service. Each party is responsible for keeping their contact details up to date and for checking spam/junk folders.

15) Acceptance & Signature (online)

15.1 Acceptance method

- By ticking the acceptance box and completing the website checkout (or making payment), the Student (or Responsible Adult) confirms that they have read, understood, and agree to be bound by this Agreement.

15.2 Key acknowledgements

By accepting, the Student (or Responsible Adult) confirms that they understand and agree to:

- The annual **33-lesson / 12-payment** model (including August).
- Notice and termination rules in §10.
- Chargeback provisions in §§7 and 10.
- Missed lesson and online replacement provisions in §8 and §13.
- Lessons may be ended at any time, but fees remain due in line with the notice rules in §10.
- **I understand that if no notice is given before a new term begins, I remain liable for the full next term's fees, as explained in §10.**

15.3 Electronic signature

- This Agreement is accepted electronically; physical signatures are not required.