

# Music Lesson Contract Agreement

(for SouthgateBrass – Neil Alastair Southgate)

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## 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](mailto:southgate.neil@gmail.com) · [www.SouthgateBrass.com](http://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.

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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).**

A 14-day cooling-off period starts from the earlier of:

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

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.*

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## 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 safeguarding training and is registered with the **Education Workforce Council (Wales)**.

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## 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-April, and May-Aug, respectively).

**For 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.

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## 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.

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## **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**.

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## **7) Fees, Payments, Failed Payments & Chargebacks**

### **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/returned by the bank or payment provider for any reason, the amount remains fully due and payable under this contract.
- 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:
  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 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.)*

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## 8) Missed Lessons

### 8.1 Student absence

- Missed lessons by the Student are chargeable unless otherwise agreed in advance.
- Please give at least one week's notice of known absences (school trips, holidays, exams) so alternatives can be considered.

### 8.2 Teacher absence

- If the Teacher cannot deliver a scheduled lesson, the lesson will be rescheduled.
- If rescheduling is not possible within a reasonable time, the pre-paid lesson will be credited toward a future lesson.
- **Limit:** This obligation applies only where fewer than the annual allocation of 33 lessons have been delivered.
- The annual allocation includes any combined/group projects (§6) and any rescheduled or online replacements (§13).

### 8.3 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.

### 8.4 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.

### 8.5 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.

## 8.6 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.)*

## 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.
- **Liability:** All fees for the current term (the final term) remain payable; no fees are charged for the next term.
- **Example:** To stop at the end of Summer Term, notice must be received by Spring 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 charge may extend into the next term.
- **Example:** Notice to end during Summer Term is received after Summer half-term → all Summer fees remain due plus 1–3 months’ notice charge, 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).
- **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.)*

### 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.

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## **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 Wellbeing**

- 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.

### **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.

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## 12) Data Protection (GDPR)

**12.1** Personal data collected for tuition/admin is used **only** for teaching and lesson delivery.

**12.2** On discontinuation, personal data is deleted **promptly**, except payment/transaction records retained as required for **tax and accounting**.

**12.3** The Student may request access/correction to personal data held.

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## 13) COVID-19 / Online Replacements / Technical Requirements

**13.1 COVID-type closures.** If on-site lessons cannot be held (e.g., School closure), online replacement lessons will be offered at a similar day/time and **count toward the 33-lesson allocation**. Where the Student is isolating but the Teacher is on-site, an online replacement **may not** always be possible.

**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 time due to Student-side technical issues **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 and holds a current **DBS** (available on request).

**13.5 Recording.** Recording of lessons is **not permitted** unless agreed. School policies on recording/social media may apply to School projects.

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## 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.
- 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.
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## 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.

### **15.3 Electronic signature**

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