

# TERMS & CONDITIONS OF LESSONS WITH SOUTHGATEBRASS

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## WHO IS THE CONTRACT BETWEEN?

The contract is between myself, Mr Southgate (“Teacher”), of 45 Ridgeway Lane, Coed Darcy, Llandarcy, SA10 6FY who is contactable on 07837574735 and [southgate.neil@gmail.com](mailto:southgate.neil@gmail.com) and the parent/guardian/student (if over 18) (“Student”) named when registering for the lessons. The Student’s address and contact details should be confirmed when registering for lessons. The contract between the Teacher and Student is to provide lessons (“Lessons”) on a musical instrument (specified in correspondence) to the child or adult having lessons (named in correspondence) to commence following the date of payment for a subscription and thereafter at a location agreed by the Teacher/ at the child’s school, if applicable (“School”). No matter where the tuition occurs (i.e. at the Teachers or Students home, a school or other location, such as online), the contract is solely between the Teacher and Student. Lessons within schools are usually within school hours and lessons outside of schools may take place online or at the residence of the Teacher or Student, as organised by the Teacher. All Lessons are subject to Risk Assessment and adherence to school, local and government guidance.

Please be aware, if the Lessons are paid for by someone other than the Student, it is the Student’s responsibility to inform that person about the Teachers Terms and Conditions and relaying information to that person. Similarly, it is the Student’s responsibility to ensure that contact details are kept up-to-date, including payment details.

## WHEN WILL THE LESSON AGREEMENT BEGIN?

The agreement is subject to the conditions printed on this page and may only be varied with the agreement of both parties. Once the subscription/ service/ product is paid for, this is regarded by the Teacher as the Student accepting the terms of the contract. The 14-day “cooling-off” period is started from the date the contract is accepted through payment or the date interest for lessons was registered (i.e. through response to a letter delivered in school), whichever is earlier. On making payment, the Student hereby requests immediate commencement of the Lessons on the timetable stated above and acknowledges that they will not be entitled to a refund for any Lessons which began during the cooling-off period. The Teacher agrees to these terms.

## HOW ARE THE LESSONS CHARGED (FURTHER INFORMATION IN ‘FEES AND LATE PAYMENT’ SECTION)?

The charge for lessons is based on a subscription model. The total cost of 33 lessons is divided into 12 even monthly payments/ instalments, which is payable prior to the start of Lessons. The majority (or all) of the Lessons are usually delivered in blocks of Lessons during the school terms (“Term” corresponds to the termly calendar in Local Authority (LA) schools or the termly calendar of the school in which the Lessons take place). This means that the delivery of the 33 lessons is often skewed towards the academic year and certain months, especially those containing school holiday periods, might not contain any Lessons though still levy a charge. Further, due to the spread of school holiday periods and other natural breaks to a Term, including INSET days, residential trips, etc, some payment periods will contain less or more Lessons than others. This does not affect the charge.

My charges are based on Musicians’ Union (MU) **minimum** recommended rates. MU rates are currently £ 36.00 per hour (which is £ 18.00 per half hour). **My charge is currently below this rate and the additional cost for the subscription service and transaction fees is absorbed wholly by me.**

## WHAT LESSON OPTIONS ARE AVAILABLE & WHY ARE THERE DIFFERENT DURATIONS OFFERED?

The 15 minute subscription is often popular in primary schools for beginner Students. The lessons tend to be extremely focused and do show good progression, where the student is attentive for the full period. This is currently £ 24.10 per month (equivalent c. £ 8.76 per quarter hour lesson).

The 30 minute subscription is the most common for private and more advanced students. This is currently £ 48.20 per month (equivalent c. £ 17.53 per half hour lesson).

The 45 minute subscription (currently £ 72.30 per calendar month) and 60 minute subscription (currently £ 96.40) options are preferred by some, though subject to availability and agreement with the school, if applicable.

Single lesson payments are available for 30 minute lessons durations (currently £ 17.70) is available for those students that have ad-hoc lessons that may not fit in the 33 lessons per year model and/ or for anyone wishing to purchase additional lessons. The individual lesson cost is slightly more expensive per lesson than the subscription model, because I would like to encourage use of the subscription service where possible, due to the reduced administration involved (the website takes 1.9 % plus 20p charge for every transaction – I currently absorb all this cost).

Group Tuition (3 or more students) is sometimes available in schools (and strongly dependent on rules considering the COVID pandemic) and the charge reflects less contact time for each student. Group lesson are usually 20 minutes in duration. This is currently £ 16.10 per month (c. £ 5.86 per lesson). This option is **only** available if rules agree and the group numbers can be adequately presented to the Teacher prior to enrolment.

## GROUP PROJECTS

Because I believe music is a communal activity, there are occasions throughout a school year where Student Lessons might be combined (considering COVID guidelines), because there are composition and performance tasks that work better for child development when delivered this way. These are often very rewarding for the children that take part – in one school the children performed for the local Mayor, for example. In these instances the contact time would be moderated to ensure value is retained – for example, an individual 30 minute lesson would be increased to a joint 45 minute session. In a group, this same circumstance would be increased to an hour or more of contact. On occasion, several hours may be dedicated towards a community project. If you do not wish your child to be involved in these types of activities and retain their regular lesson slots/ durations, please let me know.

## THE COOLING-OFF PERIOD

You have the right to cancel within 14 days without giving any reason under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cooling-off period will expire after 14 days from the day of the conclusion of this contract. The period starts from the date of this agreement or the date interest for lessons was registered. To exercise the right to cancel, you must inform the Teacher of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling-off period has expired.

If you cancel this contract during the cooling-off period, I will reimburse to you all payments received from you unless the services began during the cooling-off period. The Teacher is unable to refund the first monthly charge, where Lessons have begun. The reimbursement shall take place no later than 14 days after the day on which we are informed about your decision to cancel this contract.

Students that have already started lessons (more than 14 days before the date of this agreement) and/ or made on-going payments to the Teacher have already entered into a contract between the Student and Teacher and the cooling-off period has already expired.

## FEES AND LATE PAYMENT

Lesson fees are subject to annual review. Where Lesson fees are increased as a result of such a review, the Teacher shall endeavour to give the Student at least one month's notice of such increase. The Student shall have the right to terminate this agreement immediately on written notice to the Teacher without liability to pay for any further Lessons from the date of the increase in the event that the applicable Lesson fees increase.

My Lesson fees are based on MU minimum recommended rates and these are usually updated each September, please be aware that my fees will likely be amended each September in line with the MU changes.

The lesson delivery target is 33 across the full academic year and although this may be delivered by on average 11 lessons per Term, the Teacher may deliver more or less Lessons in each Term to appropriately meet the target. This accounts for the variable lengths of school Terms and gives scope for rearranged lessons, if required. Payment is by monthly subscription and made by the Student via an automatic recurring payment through the website. The first payment registers for the Lessons and accepts the contract. Thereafter, further payments of the same amount will be scheduled for the same date in each month of the year (this date could however be delayed as a result of Bank Holidays, for example). Payment can be made using a credit or debit card using the secure payment gateway. Recurring payments will be debited against the card details provided by the Student and should payment fail, Lessons will be suspended. If payment does not go through, for example if the card expires, you may need to cancel your existing subscription and set-up a new subscription using the new card details, before Lessons can recommence.

I reserve the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue, in accordance with the Late Payment of Commercial Debts (interest) Act 1998.

Fees are paid direct to the Teacher through payment by registering for a product/ service on the website. Alternate payment methodology might be organised with the Teacher, though payment through the website is advised.

## MISSED LESSONS

Any Lesson missed by the Student shall be paid for unless otherwise agreed with the Teacher. If the Teacher is unavailable to give any scheduled Lesson, the Lesson will be carried forward to another date. If this is not possible, any fee already paid will be used to pay for a future Lesson. An online replacement lesson may be offered at the discretion of the Teacher (please see additional details under COVID 19 heading).

It is the Student's responsibility to inform the Teacher of anything or event that might affect the running of the Lesson, such as a school trip, holiday, illness or other absence. Please give at least one week's notice of any absence to enable the Teacher to consider alternatives. The Teacher will consider each circumstance on its own merit. 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 Student does not attend) this shall not mean that he must do so in future or that he waives any other rights or remedies.

It is the responsibility of the Student to ensure they arrive at the Lesson on time. If the Student arrives for their lesson more than 10 minutes late (without prior notification), it is agreed that the Lesson be counted as missed. Where applicable, a timetable will be provided to the school and published on school premises. The timetable is subject to change and the Student should check the notice board regularly for amendments.

If the School is closed or the Teacher is otherwise prevented by the School from conducting any Lesson or Lessons, the Teacher shall not be obliged to conduct any such Lesson or Lessons without liability to the Student. In the event the school is closed, due to COVID or similar event, the Teacher may be able to offer an online lesson replacement (see COVID 19 section below).

## ADDITIONAL LESSONS

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and at a cost mutually agreed between the Student and the Teacher. If the Teacher is not able to provide such extra Lessons at the School, as a result of the School being closed or for any other reasons, the location of such lessons shall be agreed between the Teacher and the Student. Online lessons will be offered in the first instance, where face-to-face is inadvisable.

## TERMINATION OF AGREEMENT

Due to the 33 week subscription model, if the Student wishes to cancel their lessons and delivery exceeds payment (i.e. more lessons have been delivered than have been paid for), the Student will not be able to cancel until the delivered lessons have been paid for. For example, if 33 lessons have already been delivered, the Student will need to continue paying until the annual renewal date (the date they signed up for lessons) – this is because the 33 lessons may already have been delivered and the charge for the remaining months is valid.

If a Student cancels, monies paid to that point are non-refundable, especially if the delivery at the point of cancellation is behind payments made. With the annual charges in mind, please be aware that music tuition will continue automatically from one academic year to the next unless cancellation notice is received and the Student cancels their payments appropriately (see below) on the website.

A decision to discontinue Lessons after the cooling-off period may be taken by the Student or the Teacher in which case written notice, the period of which is stated below, shall be given by the party seeking to discontinue. The Lessons should be cancelled by the Student via their online subscription. The Teacher cannot be held liable for any monthly renewal fee paid for in error, as payments are the Students responsibility.

Notice should be served no later than prior to the half-term holiday before the Term where lessons wish to be terminated (This is reasonable notice). If reasonable notice has been given, the payment for Lessons may be cancelled by the Student via their online account at any time providing the delivered lessons have been paid for (i.e. if the customer wishes to cancel at the end of the Summer Term and has received their lessons entitlement for the academic year, payments should continue until their annual renewal date).

If notice to discontinue is not given before the end of Term (or no notice is received before the next Term begins), the Student will be liable to pay for 100% of the fees for the following (or – if no notice is received – *current*) Term period (unreasonable notice) – in this instance, the Term period will be treated as “3 monthly renewal payments”.

In the event that the Student discontinues Lessons with insufficient notice (this is notice later than reasonable but before the end of a Term period [unreasonable]), the Student will be liable to pay for a minimum of 1 additional month of charges (and a maximum of 3) to ensure delivered lessons are paid for.

If the Student stops attending lessons during half-term, the Student is not entitled to a refund of any fees paid beyond this date. The Student is entitled to attend any lessons paid for. Individual circumstances will be considered.

Where fees are not paid and a subscription is cancelled, 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 Student. This right to terminate is without prejudice to any other rights the Teacher may have. Should payment be made late, tuition may be reinstated; however, Lessons missed through late payment will be forfeited. Similarly, in the case of the subscriptions, a payment might bounce or not go through due to a banking error, out-of-date card, or other reason outside the control of the Teacher. In this instance, tuition would necessarily discontinue because it can only occur where the payment is successful. Should a failed payment later be rectified, Lessons missed between the date of the failed payment and date of rectification will be forfeited by the Student. Lessons will stop immediately following cancellation of fees. The process of rectification may involve cancelling the existing plan and re-registering using up-to-date payment details.

If the Teacher is unable to deliver the full 33 Lessons (through face to face or online) for the Student within the agreed 12 month period or on a pro rata basis from the commencement of the subscription, a refund will be issued for any Lessons not provided. Please be reminded of the rules relating to missed lessons, which might be counted towards the total.

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

## **SPECIAL CIRCUMSTANCE**

Should the Teacher stop teaching Lessons at the school for whatever reason, it may not be possible to give adequate notice. The Teacher will refund Lessons paid for in advance that were not delivered. The Teacher will not accept any liability for Lessons that have not been paid for or Lessons in future periods.

## **GENERAL, GUIDANCE, LIABILITY AND COMPLAINTS**

Neither party shall be liable to the other party for any breach by the other or any of the terms and conditions herein occasioned by 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.

The Student undertakes not to make photocopies of any music without permission.

Examination entries, festivals, competitions or otherwise will only be entered if the Student and Teacher are in agreement. Any entry fees will be paid for by the Student.

The Student is responsible for the insurance of the Student's instrument.

In the interests of the Student's wellbeing whilst in the Teacher's care, the Teacher must be informed of any medical or other condition affecting the Student.

If the Student is under eighteen, the Student's parent or guardian gives permission for the Teacher to teach the Student.

The Teacher is a member of the Musicians Union (MU) and agrees to abide by the MU's code of Conduct, a copy of which can be obtained from the MU, whose address is 60–62 Clapham Road, London, SW9 011.

It is important to note that whilst the Teacher will use his best endeavours to ensure the Student makes satisfactory progress, this cannot be guaranteed. In particular, careful regular practice, as advised by the Teacher, is a prerequisite of success on any musical instrument or in any musical endeavour.

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 Student shall not exceed the total sums payable under the Contract.

Complaints should be addressed to the Teacher, preferably by email to [Southgate.neil@gmail.com](mailto:Southgate.neil@gmail.com).

The Teacher undertakes regular safeguarding training and is registered with the Education Workforce Council in Wales.

## **GDPR**

Details of the Student disclosed when signing up to a subscription/ service/ product or making a lesson payment will be kept and used by the Teacher only for the purposes of teaching and delivering Lessons at the school or privately. Should Lessons discontinue, details will be disposed of in a timely manner. Evidence of payment will be retained for tax and accounting purposes.

## COVID 19 AND RISK ASSESSMENT

Risk Assessments have been produced for each teaching location and the Teacher agrees to follow local, school and government guidelines relating to COVID. In the event the school is closed and lessons cannot be delivered on site, online replacement lessons will be offered to occur at a similar time and day to when the original lesson might have taken place. These will count towards the lesson allocations and the Teacher will not be liable for the Student being unable to attend. Individual circumstances will be considered on their own merits. Should the Teacher be unable to offer an online replacement, the 33 week model gives the flexibility that the lesson might, at the discretion of the Teacher, be delayed to a future occasion within the academic year. If the Teacher is otherwise in the school to deliver the lessons, yet the Student is elsewhere isolating, it might not be possible to consider an online replacement.

## ADDITIONAL DETAILS FOR ONLINE LESSONS/ ONLINE REPLACEMENT LESSONS

The Student is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by the Teacher.

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.

The Student 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.

Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.

The Teacher is not liable for any technical faults, failures or damages of equipment used at the 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 Student's risk.

The Teacher is not required to make up lost time due to technical difficulties experienced at the 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.

The Student is responsible for the insurance of the Student's instrument and all equipment used by the Student for online teaching.

Lessons must not be recorded by either party unless there is a prior agreement for this. The school may already have made arrangements with Students for what can and cannot be recorded relating to their Social Media policies and the Teacher gives permission for materials to be used in this context.

All communications regarding missed or cancelled Lessons must be between the Student and Teacher, preferably by email.

If the Lesson is online, 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.

Both the Teacher and Student must dress appropriately for the online lesson.

The Teacher agrees to comply with the MU's safeguarding advice in relation to online teaching, a copy of which is available at: [www.musiciansunion.org.uk/Home/Advice/covid-19/music-teaching](http://www.musiciansunion.org.uk/Home/Advice/covid-19/music-teaching) 5.9

The Teacher has a current DBS check, a copy of which can be provided on request.