



EMMA MILNE
MUSIC

1. Lessons

The Teacher will give tuition during school terms (term dates will be as specified by the Teacher in accordance with Condition 4).

2. Fees

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 (or parent/carer) at least one month's notice of such increase. The Student (or parent/carer) shall have the right to terminate this agreement as soon as the increased costs come into force.

3. Payment of Fees

The Student (or parent/carer) will pay the fees for each term in full before the first lesson of the term. Any lessons missed due to late payment shall not be replaced unless in exceptional circumstances as determined by the Teacher.

4. Lesson timetable

Before the first lesson of each term, the Teacher will email the Student (or parent/carer), written confirmation of the dates and times of all lessons during that term. These times may be subject to change at short notice, and the Teacher shall give written notice of any changes.

5. Missed Lessons

Any Lesson missed by the Student shall be paid for unless otherwise agreed with the Teacher. This includes lessons missed due to absence and/or school trips. 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 refunded or used to pay for a future Lesson.

6. 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 (or parent/carer) and the Teacher.

7. Progress

It is important to note that whilst a Teacher will use his or her best endeavours to ensure that 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.

8. Cooling-off Period

a) The Student (or parent/carer) has a legal right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the "cooling off period" set out in 8(b) below. This means that during the cooling off period, if the Student changes his/her mind or decides for any other reason that he/she does not want to receive the Lessons, the Student/Parent can notify the Teacher of his/her decision to cancel the agreement and receive a refund for any Lessons paid for but not received prior to that cancellation. Cancellations must be provided in writing to emmamilnemusic@hotmail.com.

b) The cooling off period starts from the date of sign up and ends 14 days later. To cancel the agreement the Student (or parent/carer) should notify the Teacher in writing that he/she has decided to cancel. Notification should be by email to emmamilnemusic@hotmail.com. To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period has expired.

c) Refunds will be made within 14 days via the same means of payment as you used for the initial transaction unless we have expressly agreed otherwise.

d) Lessons may commence within the cooling off period only if the Student (or parent/carer) has made an express request for services to commence. Such requests must be in writing or some other durable medium. Where services have been provided within the cooling off period but the Student (or parent/carer) cancels the agreement within the remaining 14 days cooling off period, the Student (or parent/carer) shall pay an amount which is in proportion to what has been performed and will be refunded the balance of any other moneys paid in accordance with 8(c).

9. Termination of Agreement/ Cancellation of Lessons

This agreement will continue until either party gives notice in accordance with these Terms and Conditions.

- a. The Student (or parent/carer) may cancel this agreement by providing written notice to emmamilnemusic@hotmail.com.
- b. Notice must be given by 16:00 on the final day of the first half of the preceding term. For the avoidance of doubt, notice to cancel this agreement must be provided in writing:
 - a. By 16:00 on the final day of the first half of the Autumn term to cancel lessons with effect from the Spring term.
 - b. By 16:00 on the final day of the first half of the Spring term to cancel lessons with effect from the Summer term.
 - c. By 16:00 on the final day of the first half of the Summer term to cancel lessons with effect from the Autumn term.
- c. No refunds will be given for lessons in the second half term following notice of cancellation.
- d. The Teacher may give notice to terminate tuition. Such notice will be in writing and be given by 16:00 on the final day of the first half of the preceding term.

10. Limitation of Liability

If the Teacher fails to comply with the terms of this agreement, he/she is responsible for loss or damage the Student suffers that is a foreseeable result of the Teacher's breach or his/her negligence, but is not responsible for any loss or damage that is not foreseeable. If the Lessons are due to be performed at the Student's home, the Teacher is responsible for any damage caused by him/her to that property. The Teacher does not in any way exclude or limit his/her liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation.

11. Goods

From time to time, the Student may request that the Teacher: a) Supplies them with goods (for example, sheet music, strings or reeds): or b) Loans them an instrument or other equipment. in connection with the provision of the Lessons or the undertaking of performances and/or examinations. This agreement is not intended to include provisions applicable to those scenarios, and the Student and the Teacher should mutually agree relevant terms in writing as required notice period.

12. General

a) 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 any act of God, war, revolution, riot, civil disturbance, strike, lockout, flood, fire or other cause not reasonably within the control of such party. b) The Student undertakes not to make photocopies of any music. c) 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. d) The Student is responsible for the insurance of the Student's instrument. e) In the interests of the Student's well-being whilst in the Teacher's care, the Teacher must be informed of any medical or other condition affecting the Student. f) If the Student is under eighteen, the Student's parent or guardian gives permission for the Teacher to teach the Student. g) The Teacher is a member of the 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 0JJ.

NOTES FOR GUIDANCE

- "Term" in the above context corresponds to the termly calendar in Local Authority (LA) schools.
- 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.