



Conditions of Music Tuition

1. Lessons	School will give tuition during school terms (term dates will be as specified by the School in accordance with Condition 3). The School will give the lessons at the time and location specified overleaf and the School will reserve this time slot for the Pupil.
2. Payment of Fees	Pupil's parent or carer will pay the fees for each term via Arbor. School expects all termly music lesson fees to be paid in full by the end of the term those fees relate to. Late or non payment of fees within the termly music lesson period may result in school terminating the contract until all fees/charges are paid in full. Please refer to School Debt Policy for payment of fees and charges.
3. Lesson Timetable	Before the first lesson of each term, School will provide written confirmation of (i) the dates and times of all lessons during that term (ii) the start date for the following term's lessons.
4. Missed Lessons	School will charge for any scheduled lessons which the Pupil does not attend, unless the School chooses not to do so because of exceptional circumstances. If the School (Music Service) cancels a scheduled lesson, School may choose between (i) offering a replacement lesson; or (ii) providing a refund of the lesson fee where a replacement lesson is not an option
5. Examinations, Competitions and Public performances	The Pupil will not be entered for any examination, competition or public performance without the prior consent of both the Headteacher and the Pupil's parent or carer, where appropriate.
6. Termination of tuition	(a) This Agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect. (b) Where fees are not paid on time, School reserves the right, entirely at the Schools discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil's parent or carer. This right to terminate is without prejudice to any other rights the School may have. (c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least one month before the end of a term for the termination to take effect at the end of that term. Such termination will take effect at the end of a term only and not at any other time. If School gives notice to terminate tuition at the end of a term in accordance with this Condition 6(c) the School will continue to provide lessons until the end of that term.
7. Failure to give notice	Unless terminated under Condition 6 above, this Agreement shall continue from term to term. If the Pupil's parent or carer fails to give full notice to terminate this Agreement in accordance with Condition 6(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 6(a) above, the following charges will be made in lieu of notice: (a) Where the notice given is less than that required under Condition 6(c), but is one month or more before the start of the next term: 0% of the fees for the next term;



	(b) Where the notice given is less than one month before the start of the next term: 20% of the fees for the next term. If the Pupil stops attending lessons during a term, the Pupil's parent or carer is not entitled to a refund of any fees paid for that term. The Pupil is entitled to attend any lessons paid for. If the School stops lessons without giving the correct notice specified in Condition 6(c) above School shall refund any fees already paid for any lessons not given.
8. Conduct	If School, in its reasonable opinion, feels unable to continue tuition on account of unreasonable conduct by the Pupil or anyone connected with the Pupil, the fees for any outstanding lessons will not be refundable.
9. Changes	(a) Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both the Headteacher and the Pupil's parent or carer. (b) If School chooses to waive any right or remedy under this Agreement or otherwise (for example, if School chooses to waive fees for any lessons which the Pupil does not attend) this shall not mean that it must do so in future or that it waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.
10. Instrument hire	School/Music Service will provide hire instruments for the period music lessons are provided in school. School conditions for the hire/use of music instruments. It is the responsibility of the parent/carers: (a) to ensure that their child brings their instrument to school on their designated Music lesson date (b) return their child's instrument to school in good condition/working order at the end of the music lesson hire period. Please note parents/carers will be liable for any damage caused during the hire period. It is the responsibility of the Pupil to attend their weekly music lessons with their instrument.
11. Communication between parties	For the purposes of this Agreement written notice must be given on paper or by email to office@st-modwens.staffs.sch.uk
12. Governing law and jurisdiction	This Agreement shall be subject to the laws of the jurisdiction of the location for the lessons (specified above) and the signatories to this Agreement agree that any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.