



**Agreement for Peripatetic Music Tuition**  
**For use where lessons are given on a termly basis during school terms**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Postcode \_\_\_\_\_

Email \_\_\_\_\_

We (JSTC) offer tuition to \_\_\_\_\_ (pupil name) in  
\_\_\_\_\_ (instrument/subject) on the following Terms and Conditions.

Signed (Miss E Novell – Music Teacher) \_\_\_\_\_ Date \_\_\_\_\_

**Tuition**

Tuition will be given in blocks of lessons during school terms. Written confirmation of the timetable for each term’s lessons will be posted outside the music room as set out in Condition 3 overleaf. Copies of timetables are available to students on request.

**Length of lessons:** 30 Minutes

**Frequency of lesson:** Weekly (Term time)

**Day of lessons** \_\_\_\_\_

**Location of lessons:** Music Practise Hut

**Fees**

Please note that lesson costs differ, depending on whether the pupil is taking Music for BTEC. Lessons will be charged at the rates detailed below:

**Non-GCSE Students**

	<b>Full Price 30 Minute Lesson Price</b>	<b>FSM 30 Minute Lesson Price (1/3 reduction)</b>	<b>LAC 30 Minute Lesson Price (50% reduction)</b>
<b>Non-BTEC Students</b>	£19	£12.70	£9

	<b>30 minute Lesson Cost</b>	<b>Price after school subsidy</b>	<b>FSM Final Lesson Price (1/3 reduction before subsidy)</b>	<b>LAC Final Lesson Price (50% reduction before subsidy)</b>
<b>BTEC Students</b>	£19	£13	£6.70	£3

The school may serve written notice of an increase in fees to the Pupil’s parent or carer, by no later than four calendar weeks preceding the term when the increase in fees will take effect. Most fee increases will be made from the beginning of the school year (September).

**Conditions**

The Conditions set out on page 3 will apply to this Agreement.

When this Agreement has been signed by both the school and the Pupil’s parent or carer, it will constitute a legally binding personal contract between the signatories. The Agreement will remain in force continuously unless terminated in accordance with Condition 6 on page 3.

I (The Pupil’s parent or carer) accept the offer of tuition for \_\_\_\_\_ (Pupil)

on the terms and conditions set out herein and agree to be bound by them until termination of this Agreement.

Signed \_\_\_\_\_  
(The Pupil’s parent or carer)

Date \_\_\_\_\_



## Conditions of music tuition (Please keep for your own records)

### 1. Lessons

The Teacher will give tuition during school terms (term dates will be as specified by the school in accordance with Condition 3). The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil.

### 2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each term in full on or before the first lesson of the term. Weekly or monthly payments can be discussed and organised with the finance team on a case by case basis. Payments are to be made through the iPayimpact system that we use for trips and canteen accounts (this will begin from after February half term 2023).

### 3. Lesson timetable

Before the first lesson of each term, the Teacher will post the timetable, detailing the dates and times of all lessons during that term. This will be on the windows outside the Music Room. Copies of timetables are available on request.

### 4. Missed lessons

The 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 Teacher or school cancels a scheduled lesson, the Pupil's parent or carer may choose between (i) receiving a replacement lesson, where possible; or (ii) receiving a refund of the lesson fee.

### 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 school and the Pupil's parent or carer.

### 6. Termination of tuition

- (a) Lincolnshire Music Service sets out three termination dates each year by which notice of termination of this Agreement may be submitted. Notice of termination must be made to the school by each of these dates by the Pupil's parent or carer by signing and dating a written statement to that effect. Each termination deadline is for lessons to stop at the beginning of the following full term.
- (b) Where fees are not paid on time, the school reserves the right, entirely at the school's discretion, to terminate this Agreement at the next full term 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. Payments up until the end of the term in which termination is made will still be liable.
- (c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory before the Lincs Music Service termination dates for the termination to take effect at the end of that full term.
- (d) The Lincolnshire Music Service termination dates for 2023/24 are:
  - a. Friday 22<sup>nd</sup> September 2023 for termination from Tuesday 31<sup>st</sup> October 2023.
  - b. Friday 10<sup>th</sup> November 2023 for termination from Wednesday 3<sup>rd</sup> January 2024.
  - c. Friday 23<sup>rd</sup> February 2024 for termination from Tuesday 16<sup>th</sup> April 2024.
  - d. Friday 26<sup>th</sup> April 2024 for termination from Monday 3<sup>rd</sup> June (for year 11 only).
  - e. Friday 7<sup>th</sup> June 2024 for termination from the following September.

### 7. Failure to give notice

Unless terminated under Condition 6 above, this Agreement shall continue from full term to full 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 after the termination dates: 100% of the fees for the notice period.  
If the Pupil stops attending lessons during the notice period, the Pupil's parent or carer is not entitled to a refund of any fees paid for that time period. 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 the school shall refund any fees already paid for any lessons not given.

### 8. Conduct

If the Teacher, in his or her 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 Teacher and the Pupil (or the Pupil's parent or carer).
- (b) 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 Pupil does not attend) this shall not mean that he or she must do so in future or that he or she waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.

#### **10. Communication between the parties**

For the purposes of this Agreement written notice must be given on paper or by email.

#### **11. Lincolnshire Music Service**

All lessons are provided by Lincolnshire Music Service. In order for lessons to take place, you agree for your details to be shared with the Lincolnshire Music Service via their online portal, Speed Admin. LMS may contact you directly regarding teacher absences and exams.

#### **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.

