



R Hammond's
Piano Lessons Gloucester

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New Or Amended Private Music Tuition Block Booking Agreement 2021

Example Student
101 Nowhere Road
Nowhere Place
Gloucester
GL0 0ZX

REFERENCE: ST000/2018
STUDENT: [Example Student ST000]

Thursday, 20 August 2020

Re: New or Amended Block Booking Agreement

Dear Example Student ,

I am writing to provide the details of your **new** or **amended** private music tuition block booking agreement, for the block booking you made and agreed to recently by email. This agreement supersedes any previous block booking agreements that may have been sent to you.

Please review the agreement enclosed carefully, sign and return at the earliest opportunity to confirm within the next 5 days. Please note that, until your new block booking agreement is returned signed, the full terms and conditions of any previous block booking agreement signed by you will remain valid.

In addition to this agreement for a set lesson day and time, you are also able to book additional lessons online in the usual way, as you wish. This can be useful if you can't attend one of your set lessons in a week or if you only have a fortnightly block booking.

Remember you are required to give 31 days advanced notice (paid) to terminate your block booking earlier than the stated expiry date if you intend to leave or return to a PAYG method. However, the notice period does not apply if you are transferring to another available block booking space with immediate effect.

You will have the option to renew this block booking for another year around **July 2021**.

Yours sincerely,

Mr. Ross Hammond BSc (Hons). AMBCS, PGCE, MISM
Director of R Hammond's Piano Lessons Gloucester



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Confirmation of Block Booking Agreement 2021

Example Student
101 Nowhere Road
Nowhere Place
Gloucester
GL0 0ZX

REFERENCE: ST000/2018
STUDENT: [Example Student ST000]

Thursday, 20 August 2020

I Ross Hammond (the teacher) offer tuition to Example Student (student) in piano and or music theory on the following terms and conditions.

Signed (teacher): 
(Member of the Incorporated Society of Musicians)

Date: Thursday, 20 August 2020

BLOCK BOOKING AGREEMENT TERMS

Tuition

Tuition will be given as a block called a block booking. A block booking usually lasts for one year at a time and commences on the date that the first lesson is given within the below period.

Block Booking Period:

Block Booking time, day and frequency: **Time, Day, Weekly** (Including all public holidays)

Fortnightly students can also book additional spaces online for the weeks they do not have lessons scheduled.

Location of Lessons: **In person at teachers address AND / OR online using Skype or Face Time as per students' choice**

Termination of the block booking agreement: **31 DAYS NOTICE IN ADVANCE** which equates to 5 lessons totalling £65

FEES

Lessons will be charged at the rate of £13 per 30 minutes as follows: £13 per 30 minutes, £19.50 per 45 minutes and £26 per hour.

Lesson fees are reviewed every April, but not necessarily increased each year. The teacher may serve written notice of an increase in fees to the bill payer by no later than one month before any increase takes effect.

DEFINITIONS

The following words explained have the same meaning where they appear in these conditions

The Student – Refers to the student having tuition or; if the student is under 18 years of age the student's parent or carer; or a sponsor, charity or other applicable individual who is paying for the tuition on the student's behalf.

CONDITIONS

The Conditions set out on page 2 will apply to this Agreement.

When this Agreement has been signed by both the Teacher and the student, it will constitute a legally binding personal contract between the signatories.

However, the student will have the **right to cancel** this Agreement within 14 days of the date of this Agreement, by giving written notice of cancellation to the Teacher. If the student would like lessons to begin within the 14 day cancellation period, the student must provide the Teacher with written confirmation of this. If the Agreement is then cancelled within the 14 day cancellation period, the student is required to pay for the fees for any lessons delivered and any other fees paid to the Teacher will be refunded.

Once the 14 day cancellation period has expired, the Agreement will remain in force continuously unless terminated in accordance with Condition 6 on page 2

I Example Student (the student or the student's parent or carer) accept the offer of tuition for Example Student (student) on the terms and conditions set out herein and agree to be bound by them until termination or expiry of this Agreement.

Signed _____
(student or, if the student is under 18, the student's parent or carer)

Date _____



Conditions of music tuition

1. Lessons

- (a) The Teacher will give tuition in a block booking of lessons consisting of the period, day, time and frequency of lesson specified overleaf. The Block booking will not necessarily coincide with school terms. The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the student for the duration of the stated block booking period.
- (b) Lessons may take place online or in person at the student's choice.
- (c) Individual Lessons on weekdays are subject to short notice cancellation by the Teacher in accordance to section 4(c)

2. Payment of fees

The student will pay the invoice for the block booking on a monthly basis in full by the 7th day of each month. The student understands that invoices not paid on time attract interest at 8% of the total value of the invoice, calculated at the start of every 7 days payment is late and agree that their full invoice (including interest charges) must be settled in full. Invoices not settled in full after 21 days are referred on to the Incorporated Society of Musicians (ISM) legal team who will then peruse the payment on the Teacher's behalf.

3. Lesson timetable

The booked lessons are available to view on the student's calendar online at www.rhammonds.musicteachershelper.com. If requested a list of the timetabled lessons can be provided by email or by post (subject to postage charge). Holiday breaks (as specified by the Teacher) may occur partway through a block booking and notice of this in advance will be given. Lessons will take place on all public holidays that fall naturally within the block booking unless cancelled in advanced by the student or Teacher in accordance with section 4.

4. Cancelling or Missed lessons

The Teacher will charge for any scheduled lessons which the Student does not attend, unless the following exceptions apply, or the Teacher chooses not to do so because of proven exceptional circumstances:

- (a) The student gives a minimum of 48 hours' notice (Day (time)) to cancel a lesson.
- (b) The student gives reasonable notice to cancel due to illness where they have been medically advised to not attend their lesson.
- (c) The Teacher cancels a scheduled lesson due to illness or being required to work longer or additional employment hours to discharge of legal teaching duties.

For the above exceptions, the Student may choose between (i) having their lesson online; (ii) receiving a replacement lesson; (iii) the lesson fee being deducted from their next monthly invoice or (iiii) receiving a refund of the lesson fee.

5. Examinations, competitions and public performances

The Student will not be entered for any examination, competition or public performance without the prior consent of both the Teacher and the Student (and the Student's parent or carer, where appropriate). Any applicable fees will be discussed and agreed with the student and paid in advance of an entry being made.

6. Termination of the block booking agreement

- (a) This block booking agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect, subject to 31 day's notice before the termination of the block booking will take effect. Such termination will take effect at the end of the 31 days' notice period and not at any other time.
- (b) Where fees are repeatedly not paid on time, 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.
- (c) Either signatory to this Agreement may terminate the Agreement by giving advance notice in writing to the other signatory at least **31 days** before the termination of the block booking will take effect. Such termination will take effect at the end of the 31 days' notice period and not at any other time. If the Teacher gives notice to terminate tuition, in accordance with this Condition 6(c) the Teacher will continue to provide lessons until the notice period is met.

7. Failure to give notice

Unless terminated under Condition 6 above, this Agreement shall continue for the duration of the block booking period. If the student 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): 100% of the fees for the next month will be payable.

If the student stops attending lessons while a block booking is ongoing, the student is not entitled to a refund of any fees paid for that month. The student is entitled to attend any lessons paid for. If the Teacher stops lessons without giving the correct notice specified in Condition 6(c) above the Teacher 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 student or anyone connected with the student, 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 student.
- (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 Student 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. 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.