

# STUART TURNER

- GUITAR -

## Guitar Tuition Terms and Conditions

### Rates

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1 Hour: £30

30 Minutes: £15

### Payment & Cancellation Policy

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Lessons can be paid for by bank transfer (upon booking), the lesson slot is not secured until payment has been made. Students may block book several lessons in advance. Block booking cost can be calculated using the above rates.

Cancellations require a 48-Hour notice period, otherwise the full lesson rate (as specified above) will be charged.

The teacher will aim to send a reminder text message on the morning of each lesson. However, it is the responsibility of the student to notify the teacher within the given cancellation period if they are unable to make the lesson.

The cancellation fee **may** be waived by the Teacher under several circumstances:

- Client has tested positive for COVID-19
- Client has a medical situation
- Other circumstances beyond the client's control

The teacher holds the right to enforce the cancellation fee.

By booking a lesson, you agree to the Payment and Cancellation policy as well as the Terms and Conditions listed below.

### Lateness

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It is the responsibility of the student to arrive on time to each lesson. Lessons will not overrun to account for student lateness.

In the event that a lesson starts late due to the Teacher, lessons will always be extended so that the student receives their full lesson duration.

# Terms and Conditions:

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## 1. 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 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 (and to receive a refund in respect of any Lessons for which the Student has paid in advance) in the event that the applicable Lesson fees increase.

## 2. 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 refunded or used to pay for a future lesson.

## 3. Limitation of Liability

- a. If the Teacher fails to comply with the terms of this agreement, he is responsible for loss or damage the student suffers that is a foreseeable result of the Teacher's breach or his negligence, but is not responsible for any loss or damage that is not foreseeable.
- b. 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.
- c. 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.

## 4. Goods

From time to time, the student may request that the Teacher:

- a. Supplies them with goods (for example, sheet music or strings): 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.

## 5. Termination of Agreement

Either party may terminate this agreement at any time following written notice. If the agreement is terminated within 24 Hours of a booked lesson, the cancellation policy will still apply.

## 6. 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, lock-out, flood, fire or other cause not reasonably within the control of such party.
- b. The Student undertakes not to make photocopies of any teaching materials or music without permission.
- 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 relevant 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 (Musician's Union) and agrees to abide by the MU's Code of Conduct. a copy of which can be obtained from the MU, whose address is 30 Snowfields, London SE1 3SU.

## NOTES FOR GUIDANCE

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.

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