

Terms and Conditions:

Upon booking tuition through the website mgrainger.co.uk the following is agreed between the client and teacher.

1 Whereby it is agreed:

1. **1.1** The Teacher will provide the purchased minutes at the date and time agreed and via an agreed online teaching platform.
2. **1.2** The Teacher will confirm the agreed schedule of lessons detailing dates and times prior to lessons commencing. The dates and times of the lessons may be changed if both the Teacher and Student agrees.
3. **1.3** The fee per lesson is stated at the time of purchase.
4. **1.4** This agreement relates to booking of one lesson at the time agreed, payable in full before commencement of the lesson. Late payment may result in a delay to lessons starting.

2 General

2.1 The Student is responsible for ensuring that he/she is available for the arranged online lesson as confirmed by email with the Teacher. Delays or technical interruptions encroaching into this time will be considered as time provided.

2.2 If no notice to discontinue lessons has been served by email and the Student fails to attend an arranged online lesson as confirmed by email with the Teacher, fees for that lesson remain payable and no refund of any fees paid in advance will be given.

2.3 Should a lesson be missed by the Teacher for whatever reason, the Teacher will either provide a replacement lesson at an agreed time or issue a credit note.

2.4 The Student undertakes not to make unlawful photocopies of music.

2.5 Examination entries, festivals, competitions or otherwise, will only be entered if the Student and Teacher agree. Any entries will be paid for by the Student.

2.6 The Student is responsible for informing the Teacher of any medical conditions which may affect the online learning experience and interaction.

2.7 The Teacher agrees to comply with all applicable laws, statutes, regulations including in relation to confidentiality, privacy, GDPR and the protection of personal data.

2.8 Should any disputes arise during the term of this agreement it is anticipated that discussions would take place between the parties with the intention of resolving any dispute. However, if the parties are unable to resolve the dispute, they may agree to terminate this agreement with immediate effect or seek the services of a mediator.

2.9 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 pandemic (including the current Covid-19), 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.

3 Space and equipment

3.1 The Student is responsible for providing suitable space and appropriate technology to enable online learning to be provided as advised by the Teacher.

3.2 The Teacher is not responsible for the loan of any equipment (e.g. instruments, cameras, computers, etc.) or materials (e.g. sheet music) unless agreed in advance.

3.3 The Student is responsible for ensuring that the online teaching platform recommended by the Teacher is installed and ready for use prior to the commencement of lessons. All technical issues should be referred to the software/platform provider.

3.4 Materials supplied electronically by the Teacher remain the Intellectual Property of the Teacher.

3.5 The Teacher is not liable for any technical faults, failures or damages of equipment used at the Student's premises or elsewhere for the purposes of receiving online teaching and will not be required to make up any lost teaching time caused by such faults, failures or damages. Moving equipment in order to enhance the quality of video/audio is done at the Student's risk.

3.6 The Teacher is not required to make up lost time due to technical difficulties experienced at the Student's home or other location used for the purposes of receiving online teaching, e.g. insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems, etc.

4 Safeguarding

4.1 Lessons must not be recorded by either party unless there is a prior agreement for this. If recordings are made, they should not be shared with third parties or uploaded to social media

4.2 The online teaching platform must not be used by the parties for any other purpose than teaching, e.g. sharing photos or general messaging.

4.3 The Student should limit their profile within the online teaching app, using settings and preferences to maximise privacy. The Teacher will commit to doing the same.

4.4 All communications regarding missed or cancelled lessons must be between the Student and Teacher, preferably by email, or by telephone at the Teacher's discretion.

4.5 Any defamatory, offensive or illegal material aired online by the Student, or inappropriate behaviour by the Student, will result in the immediate termination of the lesson. What constitutes such behaviour will be determined in the reasonable opinion of the Teacher. In this instance, the Teacher reserves the right to withdraw entirely from this agreement with immediate effect. Fees paid will not be refunded.

4.6 Both the Teacher and Student must dress appropriately for the online lesson.

Notes

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.

The Teacher's total liability to the Student shall not exceed the total sums payable under this agreement.

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. Careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.