**Early Birds Music Academy Teaching Policy**

**Lessons in the Student’s own home**

Lessons taught at the Students home will incur a charge of £4 per visit. This in a small way, addresses the missed teaching time due to travel.

**Holiday Periods**

Extra Lessons may be scheduled during holiday periods or at any other time by mutual agreement and will be included on the proceeding invoice or billed separately by agreement.

**Missed Lessons**

Any Lesson missed by the Student shall be paid for unless notice is given before 9am on the *day of the lesson*. If notice is given before this time, a mutually convenient time for the Lesson can be arranged. The Teacher is not obliged to owe the Lesson if a time cannot be arranged.

If the Teacher is unavailable to give any scheduled Lesson, the Lesson will be carried forward to another mutually convenient date. If this is not possible, any fee already paid will be agreed to be either refunded or used to pay for a future Lesson.

**Goods**

From time to time, the Teacher may supply, or the Student may request that the Teacher supplies a) goods (for example, learning aids, sheet music), 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. Music or goods not purchased by the Student remain the property of the Teacher and should be returned at the Teacher’s request or at cancellation of the agreement. Students are liable to pay a surcharge of between £10 and £20 for the replacement cost of damaged, lost or unreturned goods, which includes time spent replacing the item for the use of others. For goods that are damaged but useable, the Teacher may be offer the item for purchase by the Student at cost plus time spent for items made by the Teacher.

**Cancellation Policy**

A written notice period of not less than 4 weeks is required to terminate this agreement and is applicable to both Student and Teacher. The Student will be liable to pay for any Lessons not taken during the notice period. In the event of a Teacher cancelling the agreement, the Student is entitled to a refund of any fees paid for lessons outside the notice period; also, by mutual agreement, any lessons not taken before the end of the notice period. Lessons cannot be transferred to a different family member or friend unless Lesson pick up occurs outside the notice period and in agreement with the Teacher.

**Lessons During Pandemic**

The Student and Teacher may at any time and without notice, seek agreement from the other party that a change of Lesson delivery from in person to an internet platform is required. Both parties must agree that they have adequate resources to facilitate future Lessons in this way. Either party has the right to cancel the agreement as outlined above if it is deemed that Lessons are unable to continue. The Teacher agrees to carry out a duty of care to ensure the entrance to and teaching space is fit for teaching under the current governmental guidelines. The Teacher is responsible for communicating procedures to Students and it is the Student’s decision to continue Lessons within the teaching space. In the event of infection by either party, the other party is not liable for mitigation.

*This agreement is subject to the conditions printed overleaf and may only be varied with the agreement of both parties. The Student hereby requests immediate commencement of the Lessons on the timetable stated above.*

*Signed by Parent or Student (if 18 or over)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_ / \_\_ / \_\_*

*Signed by the Teacher*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_ / \_\_ / \_\_*

**Private teaching Terms and Conditions**

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.

1. **Limitation of Liability**

a) If the Teacher fails to comply with the terms of this agreement, he/she is responsible for loss or damage the Student suffers that is a foreseeable result of the Teacher's breach or his/her 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, see “Notes for Guidance” below.

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.

1. **Termination of Agreement**

A decision to discontinue Lessons may be taken by the Student or the Teacher in which case written notice, the period of which is stated overleaf, shall be given by the party seeking to discontinue. In the event that the Student discontinues Lessons with insufficient notice, the Student will be liable to pay fees for those Lessons not taken during the notice period.

1. **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) Examination entries, festivals, competitions or otherwise will only be entered if the Student and Teacher agree. Any entry fees will be paid for by the Student.

c) The Student is responsible for the insurance of the Student's instrument.

d) In the interests of the Student's well-being whilst in the Teacher's care, the Teacher must be informed of any medical or other condition affecting the Student.

e) If the Student is under eighteen, the Student's parent or guardian gives permission for the Teacher to teach the Student.

f) The parent must notify in writing that the Student is permitted to travel independently to and from Lessons. Students not given this permission from Parents must be collected at the door at the agreed time. If a different adult is to collect the Student, either a photo or codeword must be supplied.

g) The Teacher is a member of the MU and agrees to abide by the MU's Code of Conduct. a copy of which can be obtained from the MU, whose address is 60-62 Clapham Road, London SW9 OJJ.

h) Severability: If any part of this agreement is declared unenforceable or invalid, the remainder of the agreement will continue to be valid and enforceable.

i) Amendment: This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement.

**NOTES FOR GUIDANCE** - "Term" in the above context corresponds to the termly calendar in Local Authority (LA) schools. - 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 agreement 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. Careful regular practice as advised by the Teacher is a prerequisite of success on any musical instrument or in any musical endeavour.*

UPDATED June 2024

***HOW to be a GREAT student***

*What does it mean to be a student? Well, to make the distinction easier, let’s say ‘willing’ student.*

*Short answer?*

*You have identified a gap in your knowledge or skill set that you wish to rectify, and you have found someone who is willing to help you achieve your goals.*

*A willing student will always have a degree of maturity and should be able to understand the student/teacher dynamic. There might also be some useful tips for parents here and maybe even younger students.*

**\*\*::~How to be a GREAT student.~::\*\***

1. \***\*You are already ‘more’!\*\*** Understand that your wish to learn does not mean that you are currently ‘less’ than you hope to be. The very fact that you have set yourself a challenge and you are acting on it, makes you ‘more’ straight away. We all *must* learn to be an expert. It takes time, trust and dedication. *If you don’t already know that, then reading on won’t make much sense. So read on to find out. You might recognise yourself in many of the points.*

2. **\*\*Be open to anything\*\*** your teacher throws at you. Accept without question that there is a reason for it. It might seem very simple and maybe even boring. It might be challenging - but practice it with the knowledge that by practicing it you are opening easier channels for learning over the next few lessons.

3. **\*\*Trust in your teacher\*\*** Your teacher should explain to you what to focus on but might not tell you why you are doing it as this knowledge could be counterproductive. Your teacher is experienced and has probably found the best way to do it. The intention is to guide you gently towards where you want to be. It is how focused you are in practicing the things your teacher asks you to that will speed you up however you feel about them.

4. **\*\*Set a routine\*\*** for your practice and make it happen. Try to remain uninterrupted so you can find a flow. Set a timer if you have a time limit and stay relaxed. Try to ‘tap in’ to the process rather than the achievement. You will enjoy it much more and acquire life-long experience into the bargain.

5. **\*\*Talk to your teacher\*\*** and ask for advice if you need it. Teachers really like this. It shows true engagement.

6. **\*\*Be patient in your journey\*\***. Know that it is impossible to leap straight into the skills and knowledge you are learning to achieve. Slow dedication will give you far better outcomes. Keep in mind that your teacher is filling in gaps in your knowledge and skill set. It’s for you to practice them for a better understanding.

7. **\*\*Have faith in yourself\*\*.** Or rather, have faith in your brain. Know that by doing the little things with true dedication, you are setting yourself up for long term achievement and your brain will acquire all the small skills it needs now for the bigger skills later.

8. **\*\*Set goals\*\*** but be wary of setting time ultimatums. You could be opening situations for failure and disappointment. Your teacher can help you set suitable goals that are realistic and achievable. Your teacher can help you to break down your goals into bite size pieces. It’s ok to just focus on a few of these in your practice. But understand, it will probably take more than one practice to feel as though you have mastered them.

9. **\*\*Be kind to yourself\*\***. Notice how you are feeling. Notice what’s going well and what isn’t. Noticing things is like placing a sticky note in your mind that you can read another day. Some days you might act straight away on what you have noticed. Sometimes you might decide to keep the sticky note where it is. The chances are it was just a momentary glitch. Stay relaxed. In time you will learn to recognise the best course of action. Then you know you are an effective independent practitioner!!

10. **\*\*??Compare yourself??\*\*** Never compare yourself to others who are on a similar journey if it makes you feel sad or deflated. You are unique and you are on a unique journey. But if comparing gives you a stronger will to succeed because that’s the sort of person you are, then go back and re-read 1-9.