



## BGMA CONTRACTUAL AGREEMENT FOR MUSIC TUITION

**Agreement for music tuition to be agreed by the pupil's parent or carer if the pupil is under 18 years old or by the pupil if he/she is 18 years old or over.**

Name: British Georgian Music Academy

Parent/Carer \_\_\_\_\_

Address: 255 – 257, Archway Road  
Highgate, London

Your address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode: N6 5BS  
Telephone: 07462 838423 / 07577 264550

Postcode: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Email: [britishgeorgianmusicacademy@gmail.com](mailto:britishgeorgianmusicacademy@gmail.com)

Email \_\_\_\_\_

The British Georgian Music Academy offer tuition to

(Pupil) \_\_\_\_\_

in \_\_\_\_\_ (instrument/subject) on the following Terms and Conditions.

K. Ward

Dr Michael Ward  
Mrs Ketevan Ward  
Joint Founders/Director

Your signature \_\_\_\_\_

Print your name \_\_\_\_\_

Date \_\_\_\_\_

Date of signature \_\_\_\_\_



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## **Tuition**

Tuition will be given throughout the Academy year.

## **Fees**

Lessons will be charged at the rate of £60 per hour or pro rata for any part of an hour. The Academy may serve notice of an increase in fees to the Pupil (or the Pupil's parent or carer, where appropriate) by no later than the start of the term preceding the term when the increase in fees will take effect.

## **Conditions**

The Conditions set out below will apply to this Agreement. When this Agreement has been signed by both the Academy and the Pupil or, if the Pupil is under 18 years of age, 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. I (the Pupil or 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.

Your signature \_\_\_\_\_ Date \_\_\_\_\_  
(Pupil or, if the Pupil is under 18, the Pupil's parent or carer)

## **Conditions of music tuition**

### **1. Lessons**

The Academy will deliver tuition during Academy terms (term dates will be as specified by the Academy).

### **2. Payment of fees**

The Pupil (or the Pupil's parent or carer) will pay the fees in full on or before the first lesson.

### **3. Missed lessons**

The Academy will charge for any scheduled lessons which the Pupil does not attend, unless the Academy chooses not to do so because of exceptional circumstances. If the Academy cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee.



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#### 4. Examinations, competitions and public performances

The Pupil must not be entered for any examination, competition or public performance without the prior consent of both the Academy and the Pupil (and the Pupil's parent or carer, where appropriate).

#### 5. Termination of tuition

(a) This Agreement may be ended by mutual consent at any time by both signatories of this Contractual Agreement.

(b) Where fees are not paid on time, the Academy reserves the right, entirely at the Academy's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Academy may have.

(c) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least one month in advance for the termination to take effect. Such termination will take effect by mutual agreement and not at any other time.

#### 6. Failure to give notice

Unless terminated under Condition 5 above, this Agreement shall continue throughout the Academy Academy terms (term dates will be as specified by the Academy).

7. If the Pupil (or the Pupil's parent or carer) fails to give full notice to terminate this Agreement the following charges will be made in lieu of notice:

(a) Where the notice given is less than that required but is one month or more before the start of the next term: 50% of the fees for the next term; (b) Where the notice given is less than one month before the start of the next term: 100% of the fees for the next term. If the Pupil stops attending lessons during a term, the Pupil (or the Pupil's parent or carer) is not entitled to a refund of any fees paid for that term. The Pupil is entitled to attend any lessons paid for. If the Academy stops lessons without giving the correct notice the Academy shall refund any fees already paid for any lessons not given.

#### 8. Conduct

If the Academy, 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 Academy and the Pupil (or the Pupil's parent or carer).

(b) If the Academy chooses to waive any right or remedy under this Agreement or otherwise (for example, if the Academy 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. 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.