

Explanatory note to be read in conjunction with Standard Contract T1

This note is designed to be read in conjunction with the Contract which is for use by music teachers that are members of the Musicians' Union, in the provision of music lessons to private individuals.

This note seeks to explain the main provisions of the Contract and, generally, how it should be used. Please note that the Contract is intended to be used as a template which is then adapted by teachers to fit their specific circumstances and is not a 'one size fits all' document. This note shall not constitute legal or other advice from us to our members and we strongly recommend that members seek their own independent legal advice to ensure that the Contract is adapted appropriately. We will not be responsible for any liabilities or losses incurred by our members as a result of their use of the Contract.

The Contract is divided into two distinct sections; (i) the first page, which sets out the specific details of the Contract which will vary from student to student, and (ii) the attached pages, the body of the Contract, which contains the terms and conditions.

First page

The first page of the Contract contains various blank spaces which should be completed with the appropriate details, including details of the teacher, student and lessons (e.g. length, frequency and price).

The teacher or student should delete the appropriate wording in square brackets next to the student's name depending on the age of the student. If the student is over 18, he or she can enter into and sign the Contract. If not, the parent or guardian of the student should enter into and sign the Contract on the student's behalf.

The teacher should delete the appropriate wording in brackets in respect of VAT depending on whether VAT is payable in respect of the lessons. If VAT is payable, the student must be told the total price including VAT.

Teachers should also delete the appropriate wording in brackets to indicate whether the fee is per lesson or per term (a 'term' meaning the termly calendar in Local Authority schools).

Cancellation policy

Teachers will need to complete this paragraph with the applicable period of notice (e.g. 2 weeks, 4 weeks etc.) which the student must give to cancel the Contract for lessons. If the student does not give sufficient notice to cancel the Contract, he or she will be liable to pay for any lessons due to be given in the notice period.

Where a student has paid for a term's worth of lessons in advance, and cancels lessons by giving notice during that term, the teacher should refund the student for any lessons that would have fallen after the expiry of the notice period. For example, if a student has signed up to a term's worth of lessons for £100 and is to receive weekly lessons for 10 weeks with a 2 week notice period, if that student serves notice to cancel after 5 lessons, he or she should be refunded the price of 3 lessons determined as a pro-rata calculation, i.e. £30 (£10 per lesson).

Terms and Conditions

Teachers should read the terms and conditions carefully to understand their effect, including the limitations on a teacher's liability and the option to review the lesson fees annually. Of particular note are the terms relating to the student's right to a cooling off period.

Cooling-off period

By way of brief explanation, this is different to the cancellation policy and is a statement of a student's statutory right, under the Consumer Contracts Regulations 2014 ('CCRs'). Under the CCRs, students have the right to cancel the Contract, without reason, for a period of two weeks from the date on which it is entered into. The CCRs apply to certain contracts between traders and consumers depending on the circumstances in which they are concluded. It is likely that the CCRs will apply to contracts for the provision of music lessons to private individuals, so the Contract is drafted to account for that assumption.

The teacher should not give any lessons before the end of the two week cancellation period, unless the student has ticked the box on the front of the Contract requesting that the teacher does so. If the teacher does not obtain this express consent, the student may, at any time during those two weeks, cancel the Contract, and would be entitled to a full refund of monies paid to the teacher (irrespective of whether the teacher has actually provided lessons). If the student gives their express consent and cancels the contract within the 2 week cooling off period, he or she will have to pay for any lessons provided by the teacher.

Information requirement

The CCRs also require teachers to provide students with certain information before signing the Contract. By filling in the first page fully and accurately, teachers will have met most of these obligations (the terms of the Contract itself also deal with many of the information requirements). One piece of information that is not provided within the Contract, however, is detail of any complaints handling policy. If the teacher has such a policy, the student should be informed in writing, including detail of how the procedure works. In addition, if the teacher acts on behalf of another body or person (a company, for example), the student should be provided with the address and identity of that body or person.

It is crucial that the student reads and signs the Contract before lessons are provided. Failure to inform the student in writing of the cooling-off right means that the 'extended' cooling off period will apply, and the student will be able to cancel the Contract at any time within one year and 14 days (and receive a full refund of any money paid to the teacher) from the date that it is entered into (or 14 days after the teacher tells the student of this right if earlier).

The teacher is also required to provide the student with instructions on how it can cancel the Contract during the cooling-off period. A model cancellation form is included with the Contract and should be given to the student before he or she signs the Contract.