



Tuition Agreement & Terms and Conditions

Introduction

This agreement is between **CW Drum Lessons** ("the Tutor") and the person responsible for booking and paying for lessons ("the Client").

For the purposes of this agreement:

- **Student** refers to the individual receiving drum tuition.
- **Client** refers to the person responsible for booking lessons and paying fees. Where the Student is under 18 years of age, this will normally be their parent or legal guardian. If the Student is aged 18 or over and books lessons themselves, they are also the Client.

By booking lessons with CW Drum Lessons, the Client confirms that they have read, understood and agree to the Terms and Conditions contained within this agreement.

1. Lesson Bookings

- Lessons are booked and paid for in **blocks**, with each block corresponding to a **school half term**. The length of each block will vary in line with the local school calendar but will typically consist of **5–8 weekly lessons**.
 - Invoices and lesson schedules will normally be issued **one week before the start of each new lesson block**.
 - Each lesson block reserves the Student's regular weekly lesson day and time for the duration of that block.
 - **Payment is made to reserve this lesson slot and the Tutor's availability, rather than for individual lessons.** For this reason, missed lessons are not refundable except where expressly stated in this agreement.
 - Payment must be received **within two weeks of the invoice being issued**, unless otherwise agreed in writing by the Tutor.
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2. Payment of Invoices

- Invoices must be paid within **two weeks of the date of issue**.
- Payment is required to secure the Student's regular lesson slot for the upcoming lesson block.
- Failure to pay an invoice by the due date does **not** constitute notice to discontinue lessons. If the Client wishes to end lessons, they must provide written notice in accordance with Section 4 (Ending Lessons).
- If payment has not been received by the due date, the Tutor reserves the right to suspend lessons until the outstanding balance has been paid in full.
- Any lessons missed because payment has not been received will not be rearranged, refunded or credited.
- The Student's regular lesson slot cannot be guaranteed while an invoice remains unpaid and may be offered to another Student if payment is not received within a reasonable period.
- If the Client anticipates difficulty in making payment by the due date, they are encouraged to contact the Tutor as soon as possible so that a mutually acceptable payment arrangement can be discussed.

3. Attendance, Cancellations & Catch-Up Lessons

Attendance

- Students should arrive promptly for their scheduled lesson. Lessons will finish at the agreed time regardless of late arrival, as it is not possible to extend lessons beyond the allocated time.
- If a Student arrives late, the Tutor will make every effort to deliver as much of the lesson as possible within the remaining allocated time.
- If a Student leaves a lesson early or is collected before the scheduled finish time, the remaining lesson time is forfeited and no refund, credit or replacement lesson will be offered.

Cancellations & Catch-Up Lessons

- If the Student is unable to attend a lesson, a minimum of **48 hours' notice** must be given by the Client.
- Where at least 48 hours' notice is provided, the Student will be **eligible to attend one scheduled catch-up lesson per lesson block**, regardless of how many lessons are cancelled during that block.
- Catch-up lessons will **not** be arranged on an individual basis. Instead, they will take place on **pre-determined catch-up dates** at the end of each lesson block, typically during school half-term breaks or other published holiday periods.
- Catch-up lesson dates will be communicated to Clients at the start of each lesson block and will be issued alongside lesson schedules and invoices.
- Attendance at the scheduled catch-up lesson is the Student/Client's responsibility. If the Student is unable to attend the published catch-up date, the catch-up lesson will be forfeited. No alternative catch-up lesson, refund or credit will be offered.
- Lessons cancelled with **less than 48 hours' notice**, or lessons missed without notice, are forfeited and are **not** eligible for a catch-up lesson, refund or credit.
- This policy is designed to ensure fairness to all Students, as cancelled lesson times cannot usually be filled at short notice and each Student's regular lesson slot remains reserved exclusively for them throughout the lesson block.

4. Ending Lessons

- If the Client wishes to discontinue lessons, a minimum of **six (6) weeks' written notice** must be provided.
 - The six-week notice period begins on the date the Tutor receives the written notice.
 - During the notice period, the Student's regular lesson slot will continue to be reserved and all scheduled lessons remain payable, regardless of whether the Student chooses to attend them.
 - If any part of the six-week notice period falls within a newly invoiced lesson block, that invoice remains payable for the lessons falling within the notice period.
 - A request to cancel lessons made verbally, by non-payment of an invoice, or by simply failing to attend lessons does **not** constitute written notice and will not end the Client's payment obligations.
 - At the end of the six-week notice period, the Student's regular lesson slot will be released and may be offered to another Student.
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5. Tutor Cancellation

- If the Tutor is unable to deliver a scheduled lesson due to illness, unforeseen circumstances or other exceptional reasons, the lesson will be rearranged wherever reasonably possible.
 - Where a rearranged lesson cannot be offered, the cancelled lesson will either be credited towards the Client's next lesson block or refunded.
 - If the Tutor is unable to teach for an extended period, appropriate arrangements or refunds will be discussed with affected Clients.
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6. Care of Equipment & Studio Noise

The Tutor provides a fully equipped, professional-standard teaching studio for the benefit of all Students. The equipment, including drum kits, cymbals, hardware, pedals, microphones, amplifiers and electronic equipment, represents a significant investment and is maintained to a high standard.

The Tutor understands that playing the drums is exciting, particularly for younger Students, and that there can be a natural temptation to play as loudly and energetically as possible. However, an important part of learning to play the drums is developing control, technique and respect for the instrument. Students will therefore be encouraged to play with appropriate technique and volume, rather than excessive force.

Studio Doors & Noise

Noise control is paramount, and the following door requirements must be observed at all times to minimise disturbance to local residents.

- There are two external doors providing access from outside into the waiting area. Clients and Students may enter the waiting area while a previous lesson is still in progress; however, **the external door must be closed immediately behind them**.
- The two internal doors between the waiting area and the teaching studio **must remain fully closed whenever the drums are being played**.
- Drums must **not** be played while either of the internal studio doors is open.
- Students must stop playing before either internal door is opened and must wait until both internal doors have been fully closed before resuming.
- This applies to all playing, including playing before or after a scheduled lesson or while waiting for a lesson to begin.
- These requirements are **strictly enforced** and are essential to minimise noise and prevent disturbance to local residents. The Tutor reserves the right to immediately stop a Student from playing if these requirements are not followed.

Care of Equipment

All equipment must be treated with care and respect at all times. Equipment must not be deliberately misused, struck excessively, climbed on, tampered with or handled in a way that could cause unnecessary wear or damage.

The drum kit and studio equipment are provided as professional musical instruments and teaching resources. They are **not intended to be used as a means of venting anger, frustration or other emotions through excessive or aggressive playing**. The Tutor reserves the right to intervene where a Student's behaviour risks damage to equipment or compromises the safety or enjoyment of others.

Parents and guardians are asked to support the Tutor in reinforcing these expectations. Where a Student's behaviour repeatedly places equipment at risk of damage, the Tutor reserves the right to end the lesson, suspend future lessons or terminate tuition where considered necessary.

Where damage is caused through deliberate misuse, reckless behaviour or failure to follow the Tutor's instructions, the Client may be held responsible for the reasonable cost of repair or replacement.

Whilst the Tutor can provide drumsticks and all necessary lesson materials, Students are encouraged to bring their own drumsticks and any relevant books or learning resources to each lesson wherever possible.

7. Safeguarding & Supervision

- Parents and guardians remain responsible for their child until the lesson begins and immediately after the lesson ends.
 - Students should arrive no more than a few minutes before their scheduled lesson unless otherwise agreed.
 - Children should be collected promptly at the end of their lesson.
 - The Tutor cannot supervise children before or after their allocated lesson time.
 - If another lesson is in progress, parents and Students are asked to wait quietly until invited into the studio.
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8. Photography, Video Recording & Digital Exam Submissions

Photography & Video Recording

- Parents, guardians and Students are welcome to take photographs or make short video recordings during lessons for personal use and to support practice at home, provided this does not disrupt the lesson.
- Out of respect for the privacy of other Students and their families, photographs or recordings must not include any other Student without the prior consent of their parent or guardian.
- Parents and Students are welcome to record short sections of lessons for personal practice where agreed with the Tutor. Such recordings must not be published online, shared publicly or used for commercial purposes without the Tutor's prior written permission.

Digital Exam Submissions

- Where a Student is entered for a digital music examination, the Tutor will video record the examination performance where required by the examining body. The recording will be submitted solely for the purpose of assessment and marking.
- Exam recordings will be stored securely by the Tutor until the official examination result has been received and any administrative matters relating to the submission have been completed.
- Once the examination process has concluded, **all copies of the examination recording held by the Tutor will be permanently deleted.**
- If the Student or Client would like a copy of the examination recording for their own records, this should be requested **before the examination is submitted**, and a copy will be provided where reasonably practicable.
- The Tutor will not use or share examination recordings for any purpose other than the examination submission without prior written consent from the Student or, where applicable, their parent or legal guardian.

9. Personal Property & Liability

- Students are responsible for their own personal belongings while attending lessons.
 - The Tutor cannot accept responsibility for the loss of or damage to personal property brought to the studio.
 - Whilst every reasonable care is taken to provide a safe teaching environment, attendance at lessons is entirely at the Client's own risk. Nothing in these Terms and Conditions excludes or limits the Tutor's liability for death or personal injury caused by negligence, fraud or any other liability that cannot legally be excluded under English law.
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10. Changes to These Terms

The Tutor reserves the right to amend these Terms and Conditions where reasonably necessary. Clients will be given reasonable notice of any significant changes before they take effect.

Acceptance

By booking lessons with CW Drum Lessons and/or making payment of an invoice, the Client confirms that they have been provided with, have had the opportunity to read, and agree to the **CW Drum Lessons Tuition Agreement & Terms and Conditions. Payment of an invoice constitutes acknowledgement and acceptance of these Terms and Conditions.**

Student Name: _____

Client Name: _____

Signature (if applicable): _____

Date: _____