

## Conditions of music tuition - Agreement for One-to-One Intensive Singing Course

### 1. Lessons

Philip Eve will give tuition to the Student in a course of lessons consisting of the number of lessons specified overleaf (the "Course"). The lessons will be delivered at particular times and on particular dates which Philip Eve will have notified to the Student in advance.

### 2. Payment of fees

50% of the fee of £550 is payable at the time of booking, and the balance on the first day of the Course.

### 3. Termination of Agreement

(a) This Agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect.

(b) Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least one month before the start date of the Course.

### 4. Failure to give notice

Unless the Student or Philip Eve has served notice to terminate this Agreement in accordance with Condition 3(b) above or the signatories have agreed to terminate the Agreement in accordance with Condition 3(a) above the Student must pay for the whole Course, even if the Student stops attending lessons or does not attend any lessons.

If Philip Eve stops lessons without giving the correct notice specified in Condition 3(b) above Philip Eve shall refund any fees already paid for any lessons not given (except as provided under Condition 5).

### 5. Conduct

If Philip Eve, using his reasonable discretion, feels unable to continue tuition on account of conduct by the Student or anyone connected with the Student which makes it unethical or unsafe to continue teaching the Student, the fees for any outstanding lessons will not be refundable.

### 6. Changes

(a) Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both Philip Eve and the Student.

(b) If Philip Eve chooses to waive any right or remedy under this Agreement or otherwise (for example, if Philip Eve chooses to waive fees for any lessons which the Student (or any other Student) does not attend) this shall not mean that he must do so in future or that he waives any other rights or remedies, unless agreed in writing in accordance with Condition 6(a) above.

### 7. Governing law and jurisdiction

This Agreement shall be subject to the laws of the jurisdiction of the location for the lessons (specified overleaf) 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.