

Agreement for private music tuition – RCM Teaching Service

For use where lessons are given on a flexible or 'pay as you go' basis

Teacher

Name: _____
Address: _____

Postcode: _____
Telephone: _____
Email: _____

Pupil or (if the pupil is under 18) Pupil's Parent or Carer

Name: _____
Address: _____

Postcode: _____
Telephone: _____
Email: _____

I (the Teacher) offer tuition to _____ (Pupil) in _____ (instrument/subject) on the following Terms and Conditions.

Signed (Teacher): _____
Date: _____

Tuition

Tuition will be given on a flexible basis, with the timing of lessons being agreed between the Teacher and the Pupil (or the Pupil's parent or carer) in advance of each lesson.

Day and Time of Lessons: _____
Frequency of Lessons: _____
Date of first lesson: _____
Location of lessons: _____

Fees

Please see below for the RCM Teaching Service set rates:

In-Person lessons	Online lessons
30 minutes	£45
45 minutes	£50
60 minutes	£55

Please note, travel expenses are included in the lesson rate for in-person lessons

Conditions

The Conditions set out below will apply to this Agreement.

When this Agreement has been signed by both the Teacher 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.

However, the Pupil (or the Pupil's parent or carer) will have the right to cancel this Agreement within 14 days' from the day after the date of this Agreement by giving written notice of cancellation to the Teacher. If the Pupil would like lessons to begin within the 14 day cancellation period, the Pupil (or parent or carer) must provide the Teacher with written confirmation of this. If the Agreement is then cancelled within the 14 day cancellation period, the Pupil is required to pay the fees for any lessons delivered and any other fees paid to the Teacher will be refunded.

Once the 14 day cancellation period has expired, the Agreement will remain in force continuously unless terminated in accordance with Condition 5 below.

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.

Signed: _____ **Date:** _____
(Pupil or, if the pupil is under 18, the pupil's parent or carer)

Conditions of Music Tuition

1. Lessons

The Teacher will give the lessons at the location specified above. The date and time of each lesson will be agreed in advance of each lesson by the Teacher and the Pupil (or the Pupil's parent or carer). The agreement should be confirmed in writing.

2. Payment of Fees

The Pupil (or the Pupil's parent or carer) will pay for each lesson on or before the day of the lesson.

3. Missed Lessons

The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless either i) the Pupil (or the Pupil's parent or carer) has given the Teacher at **least 48 hours' written notice** or ii) the Teacher chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) receiving a replacement lesson or (ii) receiving a refund of the lesson fee.

4. Examinations, Competitions & Public Performances

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

5. Termination of Tuition

- (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) Where fees are not paid on time, the Teacher reserves the right, entirely at the Teacher'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 Teacher may have.
- (c) Signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory. A notice period of 1 month is required from either party. All lessons taught within the notice period are to be paid for as outlined above.

6. Conduct

If the Teacher, 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.

7. Communication Between the Parties

For the purposes of Conditions 1 and 3 written notice may be given on paper, by email or by SMS text message, provided that, in the case of an SMS text message, the recipient acknowledges receipt of the text. For the purposes of Conditions 5 and 8 any written notice, statement or agreement must be recorded on paper or by email (and not by SMS text message).

8. Changes

- (a) Any changes to the terms of this Agreement must be confirmed in writing and signed and dated by both the Teacher and the Pupil (or the Pupil's parent or carer).
- (b) If the Teacher chooses to waive any right or remedy under this Agreement or otherwise (for example, if the Teacher 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 8(a) above.

9. Graduate Teachers

- (a) Where the Teacher is a graduate of the RCM, they will adhere to the terms of the RCM Teaching Service for a minimum of 1 calendar year after the first lesson date (as stated above).
- (b) The Pupil understands that after this date, the Teacher may wish to amend lesson rates and/or this Agreement under the provisions stated in clause 8.
- (c) The Pupil is within their rights to terminate lessons under the provisions of clause 5. should the two parties be unable to agree to any proposed changes.

10. 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.

Online Teaching Addendum

This Addendum is hereby and herewith incorporated into the Agreement for Private Music Tuition dated _____ between _____ (The Teacher) and _____ (Pupil or Pupil's Parent/Guardian) ("the Agreement").

1. Location of Lessons

The Teacher shall give lessons to the Pupil in accordance with the Agreement. If the Teacher and the Pupil cannot meet in person at any physical location in the Agreement for reasons beyond the control of the parties, tuition will be given to the Pupil via an online platform as agreed by the parties for a period to be agreed by the parties in writing during which the terms of this Addendum will apply. If the location given in the Agreement is 'Online' all lessons shall be given online in accordance with the terms of the Agreement and this Addendum.

2. Timetable and duration of lessons

The lesson timetable and lesson duration shall be as specified in the Agreement. The Teacher and Pupil or Pupil's Parent/Guardian may agree to vary the timetable and duration of lessons subject to written confirmation by each party to any agreed changes.

3. Additional Lessons

The Teacher and Pupil or Pupil's Parent/Guardian may agree at any time to schedule additional online lessons, which shall be paid at a rate agreed in writing by the Teacher and the Pupil/Pupil's Guardian/Parent.

4. Pupil's teaching environment and equipment

- (a) The Pupil or Pupil's Parent or Guardian shall be responsible for a suitable location for online tuition.
- (b) The Pupil or Pupil's Parent/Guardian shall be responsible for provision of technology suitable for the online tuition and shall ensure that any applications or other technology specified by the Teacher for the tuition is installed and tested before online lessons commence. The Teacher is not responsible for the loan or supply of any equipment or materials, unless agreed in writing in advance.
- (c) The Teacher is not liable for any delays or disruptions caused by technical difficulties of whatever nature at the Pupil's home or their location for the lessons. The teacher shall not be required to make up any time lost through such incidents.
- (d) The Teacher is not liable for any damage, technical faults or failures of equipment and software belonging to the Pupil or Pupil's Parent or Guardian.

5. Safeguarding

- (a) The parties agree that safeguarding in the online environment is of paramount importance and agree that they shall always observe best practice and professional guidance in safeguarding and child protection.
- (b) The Pupil or Pupil's Parent or Guardian agrees to follow any safeguarding requirements specified by the Teacher.
- (c) The Pupil, if aged 18 or under, will not contact the Teacher directly by any means for whatever reason: all communications relating to the lessons shall be made between the Pupil's Parent or Guardian and the Teacher preferably by email except in an emergency such as unavoidable cancellation of a lesson at the last minute, where telephone use is acceptable.
- (d) Inappropriate behaviour or use of inappropriate or unlawful materials during the lessons by the Pupil may result in the Teacher terminating the lesson immediately and the teacher reserves the right to terminate the agreement with immediate effect, in which case the Teacher shall not be required to refund any fees previously paid.

6. Other

All other terms in the Agreement shall remain unaffected and remain in full force.

RCM Teaching Service – Safeguarding Code of Conduct

1. Introduction and Scope

- (a) This Code of Conduct describes expected behaviours for RCM Teaching Service Teachers working in their capacity as freelance peripatetic music teachers.
- (b) With teachers working on a freelance basis (e.g. in a private home or teaching studio) this Code of Conduct is designed to be comprehensive.
- (c) This Code of Conduct is designed to ensure the safety and protection of children and vulnerable adults who engage in musical activities led by the teacher. It aims to prevent risk to all parties, provide advice on how to proceed if risk is identified, and set out the teacher's safeguarding responsibilities. It is adapted from the Musicians' Union Safeguarding Code of Conduct which can be found on their website.

2. Key Behaviours

Teachers Should:

- (a) Commit to upholding the highest standards of safeguarding and child protection, knowing that creating a safe environment for all is everyone's responsibility.
- (b) Maintain high standards of personal behaviour. Be friendly and approachable but professional in your interactions. Never use inappropriate language, sexual or otherwise, including in writing. Never engage in sexual relationships with students, including those over 16 if the relationship is professional. Do not befriend students or share details of your private life with them. Never work under the influence of alcohol or drugs, or smoke in front of students.
- (c) Understand that behaviours such as bullying, harassment and discrimination are never acceptable.
- (d) Be aware of other safeguarding policies that may also apply to them – e.g. a hired teaching studio safeguarding policy – and follow these.
- (e) Develop an understanding of the various issues that can cause students harm, using this knowledge to remain vigilant to risks and promote a safe environment for learning.
- (f) Acquire a basic knowledge of, and be able to identify, the signs of the four most common forms of the abuse: emotional, physical, sexual and neglect.
- (g) Be aware that those experiencing abuse can be any age, gender, class, ethnicity, sexuality or faith; and that those who abuse can be any age, gender, class, ethnicity, sexuality or faith.
- (h) Understand and be able to identify grooming behaviour. Never intentionally behave in any way that could be perceived as grooming.
- (i) Report any concerns or disclosures to an appropriate authority.
- (j) Keep records about children and vulnerable adults securely protected and retain them for no longer than necessary, whether records are physical or digital.
- (k) Ensure that consent is gained from all relevant parties for all photos or film of students, and that these are stored securely and retained no longer than necessary.
- (l) Maintain an up-to-date DBS check using the online DBS Update Service (England and Wales only). If based in Scotland or Northern Ireland, maintain equivalent checks.

3. Communications

Teachers Should:

- (a) Use contracts and service level agreements that clearly set out responsibilities, boundaries and expectations.
- (b) Communicate all information with guardians via an agreed channel (i.e. email or phone), avoiding direct communication with the student unless agreed with guardians.
- (c) Understand that different terms of employment mean different arrangements for communicating with guardians and comply with these. Ask for clarification if needed.
- (d) Use professionally appropriate photographs for email, text messaging, social media profiles and so on, making every effort to avoid inappropriate photographs being seen by students.
- (e) Where possible, use a professional email address or point of contact that is specifically for teaching and education work.
- (f) Restrict profiles on social media so that these do not automatically accept contact requests and cannot be viewed by students.
- (g) Similarly, restrict profiles when teaching online via Zoom or other video calling apps. Encourage students to do the same.
- (h) Never communicate with a student via social media such as X, Facebook etc, or give unnecessary personal details to a student.

4. Delivering Lessons in Person

Teachers Should:

- (a) Dress appropriately and professionally.
- (b) Respect students' personal space and avoid inappropriate physical contact. Never use physical contact as a form of punishment.
- (c) If physical contact is deemed necessary for teaching, ask permission first and explain clearly what will happen. Stop or avoid touch if the student does not give consent or seems uncomfortable.
- (d) Try to avoid teaching in a room that is far away from other people or activity. A room with a window is advisable to promote a feeling of openness and transparency.
- (e) When teaching in a student's home or other agreed venue, discuss any concerns about the room with an appropriate person, with a view to making alternative arrangements or adaptations if necessary.
- (f) Avoid a room layout where you are positioned between the student and the door.
- (g) Try to match the student's eye level as far as possible when teaching, rather than standing over them or sitting below them on a low chair, for example.
- (h) Avoid taking students alone on car journeys. If transporting a group of students, e.g. to concerts or exams, ensure that appropriate insurance is in place and guardians have consented.
- (i) Never make suggestive or inappropriate remarks to a child, such as innuendo, swearing, or discussing intimate relationships. Avoid sarcasm or remarks that could be misinterpreted.
- (j) Never engage in grooming behaviour or behaviour that could be perceived as grooming.

5. Delivering Lessons Online

When teaching online, teachers should follow any applicable guidance from the above list for delivering lessons in person. They should also:

- (a) Ensure that guardians are fully informed that online teaching is happening and are given information about appropriate practice relating to it.
- (b) Use video calling apps for lessons only and no other purposes.
- (c) Ensure that guardians have consented if a lesson needs to be recorded for some reason. If possible and practical, record audio only and delete the recording if it was created to be given to a student. If the recording needs to be retained, for example if a lesson is to be observed as part of a professional development programme, explain this to guardians and agree a date by which the recording will be deleted.
- (d) Dress appropriately and professionally as for a face-to-face lesson.
- (e) Use a neutral background and/or a background blurring setting.
- (f) Terminate the call if the student wears excessively informal attire, has an inappropriate background or behaves inappropriately, and communicate the reason with guardians afterwards.

6. Reporting Disclosures and Concerns

Teachers should report the following via the appropriate channels:

- (a) A safeguarding disclosure made by a student (after first responding to the disclosure according to the following section).
- (b) Other concerns such as:
 - i. Bruising or evidence of physical injury not clearly from a normal accident
 - ii. Unusual behaviour
 - iii. Suspected infatuation
 - iv. Suspicious or worrying conduct by another adult, including a teacher or guardian.

7. Responding When a Disclosure Is Made

Teachers Should:

- (a) Listen carefully, openly and without judgement.
- (b) Reassure the student that they are doing the right thing by disclosing and will be taken seriously.
- (c) Tell the student that it will be necessary to report what they are saying, and that confidentiality cannot be promised. If this causes the student to end the disclosure, report this.
- (d) Allow the student to make the disclosure at their own pace, asking questions for clarification only.
- (e) Try to avoid excessive emotion, even if what is being disclosed is distressing.
- (f) Tell the student what will happen next and who the information will be shared with.

- (g) Make a written record of what was said as soon as possible, noting the date and time and using the student's own words as far as possible. Anonymise student information as far as possible.
- (h) Ensure that no information about the disclosure is shared outside of the reporting process.

8. Reporting a Disclosure

Teachers Should:

- (a) Report any disclosure as soon as possible:
 - i. When working independently, use judgment and report to guardians, the school, children's social care, adults social care, or the police as appropriate. If unsure and in need of further guidance, call the NSPCC's free 24-hour helpline on 0800 800 5000. Note that a disclosure should not necessarily be referred to guardians if it relates to them, so take advice in this situation.
- (b) Refer to notes for accuracy when reporting.
- (c) Call the police if you are concerned that there is immediate danger or a crime has taken place. Seek medical help if a child or vulnerable adult is seriously injured.
- (d) Keep notes of when, how and to whom any disclosure, concern or allegation is reported. Anonymise student information in writing, e.g. using initials only.
- (e) Follow up a verbal referral with a written note or email to create an evidence trail showing that the referral was made. Anonymise student information in writing (unless making a referral to the police, children's social care or the NSPCC).
- (f) Be aware that once a disclosure has been reported, only limited information on what follow-up action has been taken may be provided, depending on confidentiality.
- (g) Contact the RCM Teaching Service for advice if reporting is not processed satisfactorily.

9. Reporting Other Concerns

- (a) Keep notes with dates and times for any concerning behaviour or injury.
- (b) Follow disclosure procedures if concerns are serious.
- (c) Use judgement for less serious concerns; it may be more appropriate to speak with a classroom teacher.

10. Working With Adults

- (a) Be aware that adult vulnerability may not always be immediately apparent.
- (b) Treat adult students in full-time education as though they were children for safeguarding purposes.
- (c) Understand that inappropriate relationships with adult students are unethical due to power imbalance.
- (d) Use common sense and discretion when working with non-vulnerable adult learners.
- (e) Remember that sexual harassment and bullying are never appropriate.