



Terms and Conditions for Private Teaching

These terms and conditions (referred to as the **Agreement**) shall continue until terminated by either Party giving to the other not less than four weeks' notice in writing.

Between Daniel Anderson (the Tutor, referred to as “I,” “me,” “my,” “myself”)

of 78 Rashee Road, Ballyclare, BT39 9HT, Co. Antrim, N. Ireland (referred to as the “studio”)

mobile number 07787 155058

and email daniel@daguitartuition.com

AND the “Student/Parent/Guardian.”

Lesson types offered.

1. This Agreement covers both face-to-face and online lessons.
2. Online lessons are given using the ZOOM platform. The Student/Parent/Guardian may prefer an online lesson if they don't want to travel to my studio, or if, for instance, they have COVID but still wish to have a lesson.
3. I offer one-to-one lessons and joint lessons for family members or friends. Joint lessons are for no more than two people at a time.
4. I do not offer group lessons (3 or more people).

Free meet and greet.

This is a free, no obligation, 30min discussion that gives the Student/Parent/Guardian a chance to meet me and to discuss their goals, instrument, and preferred learning method. There is no pressure to commit to lessons. Only one free meet and greet is given per family.

Online lessons.

1. The Student/Parent/Guardian is responsible for providing suitable space and appropriate technology to enable online learning to be provided.
2. I am not responsible for the loan of any equipment (e.g. instruments, cameras, computers, etc.) for the purposes of an online lesson.
3. The Student/Parent/Guardian is responsible for ensuring that the online teaching platform recommended by me is installed and ready for use prior to the commencement of lessons. All technical issues should be referred to the software/platform provider.
4. I am not liable for any technical faults (e.g., insufficient or unreliable broadband to support audio and video, poor sound quality, computer hardware and software problems etc.), failures of or damage of equipment used at the Student/Parent/Guardian premises or elsewhere for the purposes of receiving

online teaching and will not be required to make up any lost teaching time caused by such faults, failures or damage.

5. Both myself and the Student/Parent/Guardian should present against a neat and tidy background when using video.

Lesson duration, frequency, and schedule.

1. I will provide one lesson lasting either 30 mins or 60 minutes weekly at my home (or online) situated at 78 Rashee Road, Ballyclare, Co. Antrim, N. Ireland, BT39 9HT. I do not recommend lessons last more than 30mins for children.
2. Lessons are only given once a week, paid for in blocks of four at a time. I am not able to give lessons singly, bi-weekly, monthly, bi-monthly etc.
3. Days and times for lessons are normally confirmed at the meet and greet. I will work with the Student/Parent/Guardian as far as possible to find other suitable times if for any reason there needs to be a change.

Lesson rates and fees.

1. Fees for face-to-face and online lessons are the same. Fees for one-to-one lessons are £12.50 for 30mins or £25 for 60mins. Fees for joint lessons are £9.50 per person for 30mins or £19 per person for 60mins. Fees are charged for 4 lessons in advance and are payable by bank transfer **only** (no cash, due to cost of lodgement). Invoices are sent on Thursdays, by email, every four weeks, and fall due for payment on the following Monday, latest. Invoices and receipts are sent by email.
2. From time to time, I will review the agreed rate for tuition. I will give the Student/Parent/Guardian not less than four weeks' written notice of any increase in rates.

Student attendance and progress.

1. The Student is responsible for attending lessons on time. Delays or interruptions (for which the Student/Parent/Guardian are responsible) encroaching into this time will be considered as time provided.
2. It is important to note that whilst I will use my best endeavours to ensure the Student makes satisfactory progress, **this cannot be guaranteed**. Careful regular practice is a prerequisite of success on any musical instrument or in any musical endeavour.

Examination entry and payment.

Examinations will only be entered if I agree that the Student is ready. The Student/Parent/Guardian will enter for exams directly with the examination board and entry fees will be paid for by the Student/Parent/Guardian.

Termination of lessons.

1. As mentioned at the top of this Agreement, lessons shall continue until terminated by either Party giving to the other not less than four weeks' notice in writing.
2. If the Student/Parent/Guardian wish to terminate lessons without giving due notice, any Student funds on account will be forfeited.

Lesson cancellation and no-shows.

1. If no notice to discontinue lessons has been given and the Student fails to attend, or cancels an arranged lesson, fees for that lesson remain payable and no refund of any fees paid in advance will be given.

2. I always try to operate with fairness and common sense and to accommodate the Student/Parent/Guardian when I can. However, if a Student misses several lessons, their lesson slot may have to be given to another Student instead. This will be determined in my reasonable opinion as the Tutor.

Refunds and postponements.

I do not give refunds and lessons cannot be postponed.

Student holidays.

The Student/Parent/Guardian will not be charged for holidays provided they give four weeks' notice of their holiday dates in advance.

Tutor cancellation and holidays.

1. In the rare case that a lesson must be missed by me, I will do my utmost to give as much notice of cancellation as possible. This would of course be a non-chargeable event and will be taken into account on the next invoice with the Student account being adjusted accordingly.
2. I take holidays in line with most school holidays. Holiday dates will be set at the beginning of each year and can be viewed on the Students online calendar, by logging into the Student Portal on my website. I reserve the right to amend holiday dates and shall give the Student/Parent/Guardian not less than four weeks' written notice of any changes.

Extra lessons.

I cannot provide extra lessons due to a full teaching schedule.

Food and drink in lessons.

I do not permit food or drink in lessons.

Loans.

I do not offer the loan of any instruments, equipment, or resources.

Technical faults or failures.

I am not liable for any technical faults or failures of equipment used at my studio for the purposes of providing tuition and will not be required to make up any lost teaching time caused by such.

Instrument and Equipment damage.

1. The Student/Parent/Guardian are responsible for the insurance of their own instrument while at lessons.
2. Any damage to any of my instruments or equipment caused by the Student, will need to be replaced or repaired at the Students cost.

Safeguarding.

1. All lessons both face-to-face and online are video recorded for the safety of myself and the Student. Recordings of lessons can be made available on request.
2. The online teaching platform (Zoom) must not be used by the parties for any other purpose than teaching, e.g., sharing photos or general messaging.

3. Parents/Guardians are welcome to accompany Students at their lessons.
4. All communications must be between the Parent/Guardian and myself. Under no circumstances should a minor or I contact each other directly.
5. The Student must dress appropriately for lessons, whether online or face-to-face. What constitutes inappropriate dress will be determined in my reasonable opinion as the Tutor. In this instance, I reserve the right to withdraw entirely from this Agreement with immediate effect. Fees paid will not be refunded.
6. Any defamatory, offensive, or illegal material aired online or in a face-to-face lesson by the Student, or inappropriate behaviour by the Student in online or face-to-face lessons, will result in the immediate termination of the lesson. What constitutes such behaviour will be determined in my reasonable opinion as the Tutor. In this instance, I reserve the right to withdraw entirely from this Agreement with immediate effect. Fees paid will not be refunded.
7. I can refuse to teach any songs, or use any resources, deemed offensive or inappropriate, in my reasonable opinion as the Tutor.
8. I hold a Basic Disclosure Certificate through AccessNI (www.accessni.nidirect.gov.uk) which can be made available on request.

Medical conditions.

1. The Student/Parent/Guardian are responsible for informing me of any medical condition(s) which may affect the learning experience, interaction, or the well-being of the Student at their lesson.
2. In the event of a medical emergency, I may seek professional medical care for the Student.
3. The NHS advises the following: Young people aged 16 or over are entitled to consent to their own treatment. This can be overruled in exceptional circumstances.
4. Children under the age of 16 can consent to their own treatment if they are believed to have enough intelligence, competence and understanding to fully appreciate what is involved in their treatment (known as being Gillick competent).
5. For further details, please refer to the NHS guide 'Children and young people – consent to treatment' at www.nhs.uk.
6. I am not a first aider but will treat the Student in whatever way, mentally and physically that I consider common sense and in the best interests of the Student.
7. I may contact medical professionals to treat the Student.

Public Liability Cover.

I have Public Liability Insurance covered by Aviva Insurance Ltd. and provided through the Musicians Union. The limit of Indemnity is £10,000,000.

FAQ's

Where are lessons given?

I give lessons at my home at 78 Rashee Road, Ballyclare, BT39 9HT where I have a dedicated studio. The Student/Parent/Guardian will find it comfortable and relaxed.

Visiting my home for face-to-face lessons.

Please ensure that you arrive for your lesson on time, rather than early or late, as lessons are given back-to-back without a break in-between. Please ring the bell **once only** to let me know that you are here, and I will answer the door on the half-hour (***I do not answer the door early***). If the weather is bad, I may open the little porch to let people shelter from the rain. If the door is open, please **do not** come in and wait in the hall. This affords a little more privacy for my family.

It is important that you arrive to pick up your child from lessons on time as I will not be available to supervise them if they need to wait. If for some reason you are late to collect your child, they can wait for you in my hall.

Parking is available in the lay-by on the Rashee Road outside the cream apartments a few doors down from my house. You can also park on Charles Drive <https://goo.gl/maps/MWSiJVeCffTpsyR96>.

When do you teach?

I teach from 2pm -10pm on a Thursday and Friday with an hour's break between 5pm and 6pm. I am however available to communicate with a Student/Parent/Guardian Mon-Fri from 10am-10pm (except when teaching). I will always get back to a Student/Parent/Guardian by close of day, except for holidays.

COVID-19

Please do not attend face-to-face lessons if you have COVID-19 symptoms. If you let me know prior to your lesson, we can arrange to have an online lesson if you like. I follow government guidelines regarding all Covid-19 measures <https://www.nidirect.gov.uk/articles/coronavirus-covid-19-how-stay-safe-and-help-prevent-spread?s=09>.

Do you teach at people's homes?

I do not travel to people's homes.

What instruments do you teach?

Acoustic guitar and ukulele. I do not teach electric guitar or classical guitar.

Do I need my own guitar for lessons?

You will not need a guitar for your Meet and Greet but you will need to have your own guitar for lessons. I can advise you on the type of guitar you will need, the costs involved, and the best place to buy.

What genres do you teach?

I do teach:

Alternative/Indie, Bluegrass, Blues, Country, Funk, Jazz, Pop, Rock, Soul, Christian.

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I do not teach:

Death Metal, Hard Rock, Heavy Metal, Hip-Hop, Rap, Thrash Metal etc

What learning methods do you use?

I offer several different methods depending on what Students want to achieve or what they feel they would like to try. Check out the section titled 'Learning Methods' on my website www.daguitartuition.com to find out what resources I use (please note that I offer additional methods of learning not included on the website that I am happy to discuss). I personally believe that for most people it is best to have a systematic approach to learning whereby you can gradually become a better player by working on progressively more challenging repertoire.

Are you qualified to teach?

I am qualified to Grade 8 in Acoustic Guitar with 38 years playing experience.

What is your teaching experience?

I taught myself to play guitar. I started playing in 1986 when I was twelve and spent over two decades involved in Church Worship. I spent most of this time as the lead vocal and instrument in church bands. I have led worship in many settings over the years, my most notable being an evening with the Whitewell Metropolitan Tabernacle Worship Band, in what was at the time the Odyssey, Belfast (now the SSE Arena) where a crowd of 8,000 gathered. Also notable was the Whitewell Metropolitan Tabernacle Worship Band at the Ulster Rugby Grounds at Ravenhill where a crowd of 12,000 gathered.

I also spent a full year in the Professional Audio and Lighting industry in a business based in Ballyclare. This was a very profitable experience, and I learned a lot in my time there. I was a partner in the business and was involved at every level including hands-on at various events such as festivals, concerts, and fashion shows.

I first taught a group of children many years ago in my twenties. However, I taught my first pupil in Ballyclare in 2014 and have continued to teach on a part-time basis since.

Invoicing.

If you are a new Student/Parent/Guardian, then your first invoice is raised manually. The second invoice is raised automatically by my invoicing system which invoices all Student/Parent/Guardian on the same date. The invoice system looks at your account balance and determines what you owe. This means that for your second invoice you may pay less depending on what your current balance is (after this, all your invoices will be for the normal amount). The system will look to invoice you for four weeks - which for an individual Student is £50 - but if you have a £40 balance, the system will only charge you £10 accordingly. Holidays are not charged for.

Are you a member of any Organisations?

Yes. I am a member of the Musicians' Union. Musicians' Union is the UK trade union for all musicians representing over 33,000 musicians across the UK working in all sectors of the music business. As well as negotiating on behalf of members with all the major employers in the industry, we offer a range of support services for musicians. You can find their website here <https://musiciansunion.org.uk/>.