



Agreement for music tuition

Teacher

Name: Melody Music Academy
Address: 1 An Thuong 36, Da Nang
Postcode: 550000
Telephone/Zalo: +84 384 653 048
Email: info@melodydanang.com

Pupil or (if the pupil is under 18) Pupil's parent or carer

Name _____
Address _____

Telephone _____
Email _____

Tuition

Tuition will be given in blocks of lessons (1 session = 1 hour) during school opening hours. Written confirmation of the timetable for each block's lessons will be given to the Pupil (or the Pupil's parent or carer) as set out in Condition 3 overleaf.

Number of sessions _____
Frequency of lessons _____ (e.g. weekly, fortnightly, twice a week)
Day and time of lessons _____ Date of first lesson _____

Fees

Lessons will be charged at the rate of VND _____ per selected package. Paid in advanced in cash at the school. **Receipt must be attached to this agreement.**

Conditions

The Conditions set out on page 2 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.

Melody Music Academy offer tuition to _____ (*Pupil*)
in _____ (*instrument/subject*)
Signed (*Representative*) _____
Name in Block Letters _____
Date _____

I (*the Pupil or the Pupil's parent or carer*) accept the offer of tuition for above Pupil. On the terms and conditions set out herein and agree to be bound by them until the end of the purchased sessions.

Signed _____
Name in Block Letters _____
Date _____

Conditions of music tuition

1. Lessons

The Teacher will give tuition during school terms (term dates will be as specified by the Teacher in accordance with Condition 3). The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil.

2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each term in full on or before the first lesson of the term.

3. Lesson timetable

Before the first lesson of each term, the Teacher will give the Pupil (or the Pupil's parent or carer) written confirmation of (i) the dates and times of all lessons during that term (ii) the start date for the following term's lessons. The schedule can be seen at all times on melodydanang.com.

4. Missed lessons

The pupil will be charge for any scheduled lessons which the Pupil does not attend, unless 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) carrying the lesson forward; (ii) receiving a replacement lesson; or (iii) receiving a refund of the lesson fee. (calculated as: (price for lesson package / amount of sessions) x sessions cancelled)

5. Termination of tuition

- (a) This Agreement ends after the sessions purchased are fulfilled.
- (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.

6. Failure to give notice

This Agreement shall continue to the end of the purchased term/sessions.

If the Pupil stops attending lessons during a term, the Pupil (or the Pupil's parent or carer) is not entitled to a refund of any fees paid for that term. The Pupil is entitled to attend any lessons paid for.

If the Teacher stops lessons without giving the correct notice specified in Condition 4 above the Teacher shall refund any fees already paid for any lessons not given. See formula in Condition 4 above.

7. 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.

8. Communication between the parties

For the purposes of this Agreement written notice must be given on by email.

9. 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.