

Don Leonardo, **Violin/Viola Instructor**

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TUITION AGREEMENT

Introduction

01.

This **Tuition Agreement** serves as a friendly agreement for rules for Tuition between the Instructor and the student named above. Students are **encouraged** to suggest changes and better wording in writing to improve this **Agreement**. If the Instructor agrees, it will be made. If not, the suggestion will be passed to other students for their opinion, although contributors will be kept confidential. The Instructor has the right to explain his reason for rejections, but the majority vote will prevail! This agreement does not require students pay for tuition they don't want. But tuition paid is non-refundable when lessons are booked. If students wish to discontinue Tuition, they should finish existing lessons, giving notice by the due date (21st of the month) further Tuition would be due.

02.

Students under the age of 18 must be accompanied by an adult who will observe the lesson and help them practice. This will provide parental support (and supervision as necessary) with evidence and assurance of the highest standard and quality of tuition being provided, and how the child is responding to the instruction given.

03.

New students must pay for their first lessons 1 week in advance to allow for cheques to clear the bank. If students pay by cash, this must be received when booked or no later than 3 days prior to the first lesson. Otherwise, lessons scheduled will be cancelled to prevent the Instructor from loss if a student doesn't show up.

04.

At the time this **Agreement** was written, rules and regulations replaced any made prior to this contract. However, "old students" from before this contract will remain on the same rates and discounted rates prior to this **Agreement**. Returning students who miss six (6) months of tuition will be considered as new beginning students, and must begin on the new rate of tuition at the time, including what the rates would be for discounted tuition.

Lesson Fees & Discounted Rates

05.

The Instructor teaches only at his home on weekdays and evenings, not on weekends (except for in unusual circumstances). The Tuition fee chosen is **£12-50 per ½ hour** or **£22-50 per 1 hour without discounts** given for early payment for Tuition (see **06.** below re: discounts). The equivalent of 1 lesson per week is required to achieve a regular course of study, as gaps in Tuition cause students to develop bad habits that would have to be unlearned. A **£5-00 penalty charge** is due from uncleared cheques due to the inconvenience caused, whereas cash must be paid for those lessons. Half hour students may take 1 hour lessons every fortnight (at the ½-hour rate). This is available to all students, although for continuity it would be better to take one lesson per week.

06.

Tuition must be paid for by the **15th** of each month so as to clear the bank by the **21st** of the month, to qualify for discounts for the next month. Students who confirm lessons for the next month get an **Incentive Discount** of **£2-50 per 1 hour** and **£1-25 per ½ hour** for payment made by the **due date**, which is the **15th day** of each month for 1 lesson per calendar week. Otherwise the rates will be as in **05.** above. Tuition fees may be paid by cheque or in cash for what is due. **One-hour** students may take extra weekly **One (1) hour** lessons for **£15-00**, or **Half-hour** students may take extra weekly **Half (½) hour** lessons for **£8-00**. Students who take 3+ lessons per week may have all **One-hour** lessons for **£15-00** or **Half (½) hour** lessons for **£8-00**. Students taking 2-3 lessons weekly must pay a **£10-00 late charge** for tuition received after the **21st day** of the month.

07.

Lessons not confirmed with payment by the **21st day** of the month for the next month will not be at a discount. Each calendar week where no lesson is taken, due to holiday or illness, (unless the missed lesson is made up at another time in addition to the missed lesson), the same number of lessons missed will be paid for at the regular rate for the following month. If missed lessons are made up, students may become eligible for discounts on all lessons for the next month if paid by the **21st** of the month.

08.

Missed lessons must be rescheduled within 1 month of the original lesson. Otherwise they will be forfeited, except in dire circumstances such as serious illness or injury etc. in which case a lesson voucher can be given to the student so they can make up the missed lesson beyond 1 month.

Tuition Requirements & Holidays

09. Students may take unlimited holidays whenever they like, although these are voluntary. Reserved lessons that **remain unpaid for** by the last day of any month **will be cancelled automatically without prior notice**. This applies even if the upcoming lesson is **on the first day of the next month**.
10. Students must maintain a regular course of study. It is not possible to learn if study is interrupted due to excessive holidays. If a month is taken for holidays, then for each calendar week a lesson was missed, a lesson for the following month/s will not be discounted for early payment. However, lessons can be made up if desired.

Conditions For Tuition

11. Students must study with **only 1** violin/viola teacher each month, due to possible **CONFLICTING TECHNIQUES**. Students with 2 Instructors cannot learn effectively, and therefore cannot be accepted by this Instructor.
12. All payments for tuition are made to the Registered Charity, Concert Artistes International, and not to this instructor. Once tuition has been provided, this instructor provides an invoice to C.A.I. for payment. Therefore, **No REFUNDS WILL BE MADE** other than for extenuating circumstances (death, serious injury, etc.), or in the event that the student or instructor make a mutually agreed-upon change in the schedule. If a student decides to discontinue tuition with this instructor before using up tuition fees paid, the instructor cannot refund fees that have not been paid to him. Please therefore do not ask for any refund from the Instructor as he cannot reimburse fees not earned.
13. Students who perform **unprepared solos** in public without consent or arrangement by the Instructor may be terminated from further Tuition at the end of the month without notice, due to negative publicity this could cause.
14. The Instructor may **immediately dismiss** abusive students and/or parents/guardians of such a student who display a bad attitude and/or who are arrogant or argumentative, or who do not honour the tuition agreement. In such a case the student will forfeit further Tuition with no compensation. Such a student/parent or guardian of that student could face discontinuation of **further tuition** and have their current tuition discontinued immediately or by the end of the month. In such cases compensation will not be made as such behaviour will not be tolerated.
15. The Instructor will not enter a student for an examination if the student is not prepared to a high enough standard to pass with good marks. No student, parent or guardian of a student must pressurise the Instructor to enter a student for an examination if the Instructor does not feel that the student is sufficiently prepared to pass with good marks.

Make-Up (Re-Scheduled) Lessons

16. If students arrive for a confirmed lesson that cannot take place due to the fault of the Instructor, a Make-Up lesson **IN ADDITION TO A LESSON FREE OF CHARGE** will be given. This **right** will be **waived** if students do not ring the doorbell or provide a telephone number where they can be contacted **in short notice**, with a correct address. If the Instructor misses a confirmed lesson due to an emergency, a Make-Up lesson alone will be given.
17. To be eligible for Make-Up lessons, **24 hours advance notice** is required. Without this, students will not be compensated with a refund for their absence. In the event of a genuine emergency, flu epidemic or other unexpected illness, students must contact the Instructor by phone or mobile phone **no later than by 9:00 a.m.** on the day of the lesson. Exceptions to this rule will be at the discretion of the Instructor if insufficient notice is given. In the same way, any change in schedule the Instructor requests of a student is at the discretion of the student, unless the change is required by dire necessity. In either case advance notice must be given as requested.
18. Make-Up lessons are available to students who arrange them for times available on the Instructor's schedule. If students cannot accept a Make-Up time within 1 month of the cancellation, they may have a **CERTIFICATE/VOUCHER** to be used as payment for a later time at their convenience and at a time of their choosing. This is also for unexpected illnesses or emergencies forcing the cancellation of a lesson as this may otherwise cause confusion over which lessons are paid for and result in erratic and irregular Tuition. Make-up lessons may not be re-scheduled later.
19. Make-Up lessons must be taken **in addition** to regular lessons and **must not be substituted** for regular lessons. This is to avoid erratic and irregular tuition practices and to avoid confusion with holidays and lesson fees.

CONTRACTUAL AGREEMENT OF STUDENT/(Legal Guardian if under age 18):

I understand and accept 01. to 19. above: _____ Date: _____

CONTRACTUAL AGREEMENT OF THE INSTRUCTOR:

I understand and accept 01. to 19. above: _____ Date: _____

NOTES:

Acquiring Violins, Violas & Bows

Students may obtain instrument supplies or have instruments repaired at the **Bristol Violin Shop** at **12 Upper Maudlin Street** past the Bristol Coach Depot on Lower Maudlin Street going toward Perry Road at **(0117) 925-9990**, or from the **Daniel Bristow Violin Shop** at **54 Long Street in Tetbury** at **(01666) 503946**, or from **Cremona House** at **7 Perry Road** (Park Row) at **(0117) 926-4617**. New bows or bow repairs may be found from **John Stagg** at **10 Christmas Steps** in Bristol at **(0117) 925-4538**, or from **Steven Bristow** the bow maker at (01761) 462914. Music may be obtained from the **Music Box** on **40 Bristol Road in Whitchurch BS14 OPT** at **(01275) 834474**. Students may order music from **DRMS Music Sales** at **(0125) 845-2511**, which will arrive with an invoice that can be paid by cheque, or from **Mickleburgh Ltd.** at **1-9 Stokes Croft in Bristol** at **(0117) 924-1151**, or from the **Bristol Music Shop** on College Green at **(0117) 929-0390**. Students are responsible for purchasing their own music that has been recommended by the Instructor.

If a student's instrument or bow is not already in good condition, the Instructor may be required to teach the student how to keep the instrument performance-ready. But if damage is too severe and requires professional workmanship, a dealership will be recommended where qualified personnel are fully capable of repairing it.

If a student does not have a suitable instrument or bow, the Instructor may be hired to help them to obtain this at the hourly rate, which should be paid in advance. This will include lesson time spent in choosing an instrument or bow. This cost is refundable in the form of Tuition after the twelfth month of study. This will ensure that anyone using the Instructor's time will do so for the purpose of improving their skills, rather than only for their own personal gain.

Recommendations & Notes

The Instructor accepts beginners to very advanced Diploma students. Ideally, children from age nine (9) and above advance more rapidly than younger students. However, there are always exceptions. Adults of any age may begin, whether age 16 or 106! **Nobody is too old to learn.** Handicapped students are also encouraged and accepted.

Students are **encouraged, but not required**, to record their lessons by Cassette, Videotape or CD/DVD Recorder etc. This **"useful tool"** could be very helpful during their practice time, and could be used repeatedly to practice with.

Students should practice at least **30 minutes daily** if they wish to advance. Without this, little improvement will be made, and the Instructor cannot be held responsible for this. Parents must encourage and motivate their own children to do their daily practice, as children are not usually mature enough to exercise self-discipline due to foresight.

Letters are periodically posted to the student, which contain lesson notes on what has been covered over the last month or two (or a bit longer). This will be included with their periodic letter of lesson confirmation, or e-mailed to them. These letters often include in-depth notes on what the student must practice, and give a comprehensive account of each technique and related techniques that are affected by the instruction given. E-mail notes are free.

Advantages

Students who recommend others who begin instruction will be given 1 free lesson of equal time increment to that of the new student. Students may serve as a reference on Don's website at <http://www.aceinstruction.co.uk>. Any student who arranges for the Instructor to perform as a soloist with a school or community orchestra of reasonable standard in public, will be given 1 month of tuition free of charge for each public performance the Instructor gives as a result if the instructor is provided with a DVD or video recording of that performance in full.

Special Requests

The Instructor and students believe that when a student has chosen an Instructor, they should accordingly recommend him to others. Students should not recommend teachers they don't study with. This would be unethical and unfair to their chosen Instructor. Therefore, students are required to recommend to others only their own violin, viola or cello instructor, and to encourage their friends and relatives to place adverts about their instructor as well.

Music & Instrument Supplies

The Instructor **strongly** suggests the following be kept in the instrument case: A quality Resin for the bow. A Violin or Viola Cleaner & Polish. Methylated Spirits for cleaning the fingerboard and pegs. Peg Compound. Tweezers and wire cutters for restringing the Violin or Viola. Sharp scissors and nail file in the event this is needed. A metronome, preferably an electronic one with a built-in tuner, which has a bell on the first beat of each bar. One or two spare bows. Two spare sets of strings (at least). A regular mute and a practice mute. Handkerchiefs and rags for cleaning the instrument, and a humidity dampit with a humidity gauge. **The Instructor will not provide any supplies, like strings etc., which are the responsibility of the student to obtain.** Therefore, if a student runs out of supplies, they are not to expect or request the Instructor to provide these supplies.