

**STANDARD TERMS OF REFERRAL FOR TEACHERS**

As Updated on 1 January 2020

**INTERPRETATION:**

**LESSON** means any period of tuition provided by a Teacher to a Referred Student

**FINAL LESSON** means the Lesson immediately prior to the Referred Student ceasing to be a student of Yours for a period of two years during which no Lessons are taught to said Referred Student

**MGR MUSIC TUITION** means MGR MUSIC TUITION LIMITED (Quayside House, 5 Highland Terrace, Barrington Street, Tiverton, EX16 6PT. Registered in England and Wales. Company Registration Number: 08646304)

**REFERRED STUDENT(S)** means any student sourced and/or referred to You via the Website

**TEACHER** means any person to which a Referred Student is referred by MGR Music Tuition to provide LESSONS

**INSTRUMENT** means the musical instrument (including but not limited to; Guitar, Singing, Piano, Ukulele, Drums, Bass Guitar, Cornet, Trumpet, Tenor Horn, French Horn, Baritone, Euphonium, Banjo, Cello, Violin, Harmonica, Oboe, Flute, Djembe, Cajon, Double Bass, Harp, Clarinet, Mandolin, Recorder, Flugel, Accordion, Saxophone, Music Theory, Organ, Trombone, Bass Trombone, Calabash, Kora, Ngoni, Sabar, Tuba, Viola, Piccolo, Lat Steel Guitar, Music Production, and additional musical instruments) use by a teacher when teaching in connection with a LESSON

**FOLLOW-UP** means an attempt by the Teacher to contact a Referred Student using the details supplied by MGR Music Tuition pursuant to Sub-clause 6.2

**INTRODUCTION** means You being introduced to a Referred Student by the method stated at Sub-clause 6.2

**WEBSITE** means the following domain name: [www.mgrmusic.com](http://www.mgrmusic.com)

1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
6. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
9. A reference to **writing** or **written** includes email.
10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
11. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
12. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
13. THESE TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THIS WEBSITE'S TERMS OR USE. IN THE EVENT OF CONFLICT THESE TERMS AND CONDITIONS SHALL PREVAIL.

## 2. REFERRAL & PAYMENT

- 2.1. In consideration of MGR Music Tuition referring the Referred Student to You to take Lessons from You on the Instrument at any and all times on or after the date of this Agreement You shall pay to MGR Music Tuition the Referral Fee and hereby agree to comply with all the terms and conditions of this Agreement.
- 2.2. The Referral Fee(s) shall be paid by You to MGR Music Tuition as follows:
  - (a) £4.00 (Four pounds Sterling) to be paid for every one hour Lesson booked with You by a Referred Student; and
  - (b) £3.25 (Three pounds and Twenty-Five pence Sterling) to be paid for every three quarters of an hour Lesson booked with You by a Referred Student; and
  - (c) £2.50 (Two pounds and Fifty pence Sterling) to be paid for every half an hour Lesson booked with You by a Referred Student; or
  - (d) An Alternate, Pre-Agreed Commission between You and MGR Music Tuition made in writing for Lessons of alternative circumstances other than those outlined in A, B or C, including, but not exclusive to, Lessons with an alternate Lesson length, group Lessons, block booking Lessons, discounted Lessons, Lessons paid for by the Referred Student(s) to You in a different currency other than GBP (£/Sterling), Lessons taught by "secondary teachers", booked with You by a Referred Student.
- 2.3. You will pay the Referral Fees to MGR Music Tuition monthly in arrear, by the final calendar day of that month or within 15 days after the date of invoice (whichever is sooner), for the period of this Agreement ('Due Date') directly into MGR Music Tuition's bank account by BACS payment

or into MGR Music Tuition's Paypal Account or by Cheque. MGR Music Tuition will issue You with a written confirmation of payment within 30 days of receipt of the relevant Referral Fees.

- 2.4. MGR Music Tuition will provide You with the company's BACS, Paypal and Cheque payment details (business account name, account number, sort-code, business Paypal email) to enable You to make payment for the relevant Referral Fees. You agree that it is Your responsibility to ensure these details are entered correctly and accurately when making payment to MGR Music Tuition. MGR Music Tuition may, from time to time, need to update payment details and will do so by informing You in writing - thereafter, You agree that it is Your responsibility to ensure that You use the correct and updated payment details, as observed in the relevant invoice PDF issued to You by MGR Music Tuition for the payment of the corresponding Referral Fees.
- 2.5. If any Referral Fees are unpaid by their Due Date then MGR Music Tuition may cease to pass Referred Students to You and / or remove You from any listings on the Website.
- 2.6. On each Due Date You will submit to MGR Music Tuition a statement of the number of Lessons and their value taken by the Referred Student in the relevant month, either in writing or by logging them onto the MGR Music Tuition Platform ([www.mgrmusic.com](http://www.mgrmusic.com)). Details of how to do this shall be provided to You by MGR Music Tuition.

### **3. YOUR OBLIGATIONS**

- 3.1. You agree that You enter into this agreement in good faith and shall use all reasonable endeavours to provide Your Services to the Students to the best of Your ability. You agree to pay the Referral Fee(s) promptly and without any deduction or set-off.
- 3.2. You agree to provide such details as MGR Music Tuition shall reasonably require for the purposes of vetting You as a teacher listed on the Website, such details not to unreasonably withheld. You also agree that where in the reasonable opinion of MGR Music Tuition such details are reasonably withheld, MGR Music Tuition may remove You from any listings on the Website.
- 3.3. You agree to Follow-up all Introductions made by MGR Music Tuition with a view to booking a Lesson with the Referred Student within 2 working days. If no response is received by You from the Referred Student within 3-5 days of the initial contact the Referred Student is to be Followed-up within 5 working days of the initial contact, where possible using the different types of contact information that the Referred Student has provided, for example phone number and email. As such You agree to Follow-up each Introduction a minimum of twice before concluding that Referred Student is not interested in booking a Lesson.
- 3.4. You are under no obligation to teach a Referred Student sent to you by MGR Music Tuition via the Website, however, a written letter detailing Your decision not to teach a Referred Student must be sent to MGR Music Tuition within 2 working days of the Introduction. Should You not have space to book in a Referred Student for a Lesson You must send a written letter immediately to MGR Music Tuition.
- 3.5. You shall maintain a proper record of Introductions, Follow-ups, and Lessons for the purpose of accurate payment of fees under Clause 2.
- 3.6. If the Referred Student engages You to provide Lessons on another instrument either in addition to or instead of the Instrument You hereby agree to pay MGR Music Tuition the relevant Referral

Fees for the Lessons on this new or additional instrument and You will immediately notify MGR Music Tuition in writing that the Referred Student has requested these additional Lessons.

- 3.7. The frequency of Lessons taught by You to the Referred Student is left to Your discretion. You can take a holiday from such Lessons at any point once an email detailing dates of said holiday has been sent by You to MGR Music Tuition. MGR Music Tuition's approval of said holiday dates is not required.
- 3.8. You hereby grant MGR Music Tuition the right to contact the Referred Student at any time to verify information, including, but not limited to, the contents of the statements referred to in Clause 3, the standard of Your teaching and the relevant contentment of the Student with Your teaching.
- 3.9. You agree to notify MGR Music Tuition in writing immediately should a Referred Student arrange a Lesson of alternative circumstances other than those outlined in 2.2(a), (b) or (c), including, but not limited to, Lessons with an alternate Lesson length, group Lessons, block booking Lessons, discounted Lessons, Lessons paid for by the Referred Student(s) to You in a different currency other than GBP (£/Sterling), Lessons taught by "secondary teachers", with You, to confirm the correct Referral Fee for the Lesson(s).
- 3.10. If the Referred Student ceases to be a student of Yours but within two years of such cessation becomes a student of Yours again on any instrument the You hereby agree to recommence the payment of the Referral Fee pursuant to the terms of this Agreement and the terms of this clause shall survive the termination of this Agreement unless otherwise stated in writing by MGR Music Tuition to You.
- 3.11. If the Referred Student ceases to be a student of Yours You shall continue to be liable to pay the Fees notwithstanding the cessation until such Referral Fees have been paid in full to MGR Music Tuition and the terms of this clause shall survive the termination of this Agreement unless otherwise stated in writing by MGR Music Tuition to You.
- 3.12. You agree that the information and content, including text, images, video and audio media, that You submitted to MGR Music Tuition with the intention of being featured on the Website is owned by You or You have gained the written permission from the content owner for this content to be included on the Website accessible by the public. MGR Music Tuition is not liable for content, for example images, that You have submitted to MGR Music Tuition for inclusion on the Website that infringe on the copyright of other persons. Should a dispute arise in regard to content that You have submitted to MGR Music Tuition with the intention of including on the Website, especially images, that are shown to infringe on other persons copyright it will be Your responsibility to resolve this with such persons and immediately inform MGR Music Tuition to remove the offending content.
- 3.13. You agree that the information and content, including but not limited to text (Your Name, Your Postal Address, Your Website URL, Your Social Media Profile URL(s)), images, video and audio content that You submitted to MGR Music Tuition is information and content You give permission to be displayed publicly on the Website; and,
  - 3.13.1. It is Your responsibility to inform MGR Music Tuition in writing of information and content that that You submitted to MGR Music Tuition that You do not want to display publicly on the Website (with specific reference to Your Post Code and/or Home Address, that You submitted to MGR Music Tuition upon sign-up, which is included publicly on the Website by default). Upon written request MGR Music Tuition will remove the information

that You have submitted upon sign-up from the Website within a reasonable time. Please note, Your phone number and email address are by default not displayed publicly on the Website so You do not need to request Your phone number and email to be kept private, as this will be done by default.

- 3.14. You agree that the information and content that You provide with the intention of being feature on the Website is a truthful and accurate representation of you as a teacher, ensuring that it does not embellish your ability. You agree that it is Your responsibility to ensure that this content published on the Website remains up to date by informing MGR Music Tuition of any changes, for example price changes or a change of teaching location, in writing immediately. You agree that all testimonials submitted to MGR Music Tuition are genuine statements in regard to Your Lessons and or teaching.
- 3.15. You agree to add a followed link from a website owned by You to the Website if requested to by MGR Music Tuition, keeping that link active for the duration of this arrangement.
- 3.16. You agree that You will ask permission from MGR Music Tuition in writing should You wish to Introduce a Referred Student to another Teacher, either within the MGR Music Tuition network of teachers or teachers externally to this network. You agree not to Introduce any Referred Students to said Teacher until said Teacher has agreed to the MGR Music Tuition Terms and Conditions agreement.
- 3.17. You agree that after the point of Introduction is made to You, by the method stated in Clause 6.2, that You will process all data in accordance with the Data Protection Act 1998 and in accordance to the The EU General Data Protection Regulation 2016 (GDPR), and;
  - 3.17.1. You agree you are solely responsible for this data after the point of Introduction and guarantee to MGR Music Tuition that You have robust data protection policies in operation.
  - 3.17.2. You agree that You will store, secure and process Referred Student(s) data, including but not limited to Name, Email, Phone Number, Address, Sensitive and Non-Sensitive Personal Data, in accordance with GDPR and all relevant laws. MGR Music Tuition LTD is in no way liable for any consequences and accepts no responsibility if You breach GDPR or relevant laws pertaining to Referred Student(s) data, in regard to Your storage or processing of Referred Student(s) data. You agree that MGR Music Tuition is not liable for breaches in Your data protection policies.

#### **4. WARRANTIES**

- 4.1. You are warranting to MGR Music Tuition that You:
  - (a) have all the necessary skills and teaching experience to teach the Referred Student on the Instrument up to the level required by the Student; and
  - (b) rent or own a suitable teaching room to teach the Referred Student on the Instrument or that You will travel to the Referred Student's accommodation in order to undertake the relevant Lesson;

#### **5. RECOMMENDATIONS**

- 5.1. MGR Music Tuition recommends that as a professional music teacher You should obtain at the earliest opportunity:
- (a) a valid Basic Disclosure, Standard DBS or Enhanced DBS (previously known as CRB Check/Criminal Records Bureau Check, known as Standard Disclosure in Scotland, known as AccessNI in Northern Ireland, known as Garda Vetting in the Republic of Ireland) certificate. If You state You do hold any of the above to MGR Music Tuition You agree to provide MGR Music Tuition with a copy of the relevant certification within 7 days of being requested to do so by MGR Music Tuition.
  - (b) hold and will maintain for the period of teaching the Referred Student a policy of public liability insurance with an insurer of repute for a minimum of £1 million in respect of any one claim made by the Referred Student against You. If You state You do hold a public liability insurance policy to MGR Music Tuition You agree to provide MGR Music Tuition with a copy of the relevant public liability insurance policy within 7 days of being requested to do so by MGR Music Tuition.

## **6. REVIEW OF TEACHING & ADMINISTRATIVE RESPONSIBILITIES**

- 6.1. You agree that if requested to do so by MGR Music Tuition You will meet, or communicate by phone or online communication platform (Skype, FaceTime, Zoom), to discuss any problems or concerns that have been raised by the Referred Student, or MGR Music Tuition, with regard to the standards of teaching and Lesson accommodation and use Your best endeavours to take account of these concerns in the future Lessons with the Referred Student.
- 6.2. You agree that if if requested to do so by MGR Music Tuition You will meet, or communicate by phone or online communication platform (as detailed in 5.1), to discuss any problems or concerns that have been raised by the Referred Student, or MGR Music Tuition, with regard to payments made to You by the Referred Student, payments outstanding from You after Due Date to MGR Music Tuition and use Your best endeavours to take account of these concerns in the future conduct of Your administrative responsibilities.

## **7. MGR MUSIC TUITION'S OBLIGATIONS**

- 7.1. MGR Music Tuition shall use reasonable endeavours to facilitate and maintain the Website and an online platform for You to submit Your Lessons taught to Referred Student(s) by the Due Date.
- 7.2. MGR Music Tuition is not obligated to make any Referrals to You and all Referrals are made at MGR Music Tuition's sole discretion. MGR Music Tuition shall provide You with sufficient contact details to enable You to contact the Referred Student, such details to be provided in writing and to include the Referred Student's name, email address and/or telephone number (if applicable), (plus any other details deemed necessary). and;
- 7.2.1. Ensure that the Referred Student consents to being contacted by You in relation to the supply of the Lesson; and
- 7.2.2. Ensure that all steps are taken in order for You to be able to process the contact details and all other information provided to it by MGR Music Tuition in accordance with the Data Protection Act 1998; and,
- 7.2.2.1. In accordance to with regulations of the Information Commission's Office where MGR Music Tuition is registered (Registration Number: ZA064389)
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7.2.2.2. In accordance to the The EU General Data Protection Regulation 2016

7.2.3. MGR Music Tuition shall maintain a proper record of Referred Students Introduced to You pursuant to this Agreement and the dates on which such Introductions were made.

7.3. MGR Music Tuition is not obligated to continue to feature You on the Website, nor inform You of changes in the content on the Website. Removing Your profile, for example Your teaching biography, images and related content submitted by You to MGR Music Tuition, from the Website does not affect the terms of this agreement or the Referral Fees generated by Lessons taught by You payable to MGR Music Tuition. In addition there is no obligation for MGR Music Tuition to feature You exclusively on the Website, MGR Music Tuition has the right to add Teachers to the Website without informing You.

## **8. CONFIDENTIALITY**

8.1. The parties undertake that they shall not at any time disclose to any person the nature of this agreement and the Transaction save for their employees, agents or consultants working in connection with the Transaction.

## **9. LIMITATION OF LIABILITY**

9.1. Nothing in this agreement limits or excludes either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation.

9.2. MGR Music Tuition shall not be liable to the You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) any indirect or consequential loss.

9.3. In consideration of MGR Music Tuition listing you as a Teacher you hereby indemnify MGR Music Tuition against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by You arising out of or in connection with any Referral including but not limited to any such action brought against you by any Student.

## **10. TERMINATION**

10.1. MGR Music Tuition has the right to terminate this Agreement immediately if You;

- 10.1.1. Have committed a material breach of this agreement, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
  - 10.1.2. Become insolvent or is the subject of a bankruptcy order.
- 10.2. MGR Music Tuition may terminate this Agreement for any other reason on giving not less than one calendar month's notice in writing to You.
- 10.3. You may request to have Your profile, for example Your teaching biography, images and related content submitted by You to MGR Music Tuition, removed from the Website and for no further Introductions of Referred Students to be sent to You in perpetuity. The removal of Your profile from the Website does not affect the terms of this agreement.
- 10.4. You may terminate this agreement in writing two years and one day after You have taught the Final Lesson to Your last Referred Student, whereby You have conducted a Final Lesson with all other Referred Students and no subsequent Lessons are taught to Referred Students for a period of two years; and
  - 10.4.1. You agree that Your written termination letter is a request to have Your profile, for example Your teaching biography, images and related content submitted by You to MGR Music Tuition, removed from the Website and for no further Introductions of Referred Students to be sent to You in perpetuity.
- 10.5. No Referral Fee shall accrue for any Introduction of a Referred Student after the date on which this Agreement is terminated. Any Introduction occurring prior to termination which results in a Lesson after termination shall accrue a Referral Fee pursuant to Clause 2. The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.
- 10.6. Upon Termination of this Agreement any monies owed by You to MGR Music Tuition shall be payable immediately.

## **11. ENTIRE AGREEMENT**

- 11.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 11.3. Nothing in this clause shall limit or exclude any liability for fraud.

## **12. ASSIGNMENT**

- 12.1. MGR Music Tuition may at any time assign its rights under this agreement.
- 12.2. You may not assign any of Your rights under this agreement.



### **13. NO PARTNERSHIP OR AGENCY**

13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **14. THIRD PARTY RIGHTS**

14.1. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

### **15. NOTICES**

15.1. A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English or accompanied by an accurate translation into English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to You as detailed in Your application or to MGR Music Tuition as detailed on the Website.

### **16. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **17. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **TERMS, CONDITIONS & PRIVACY FOR MGRMUSIC.COM WEBSITE USE**

### **Acceptance of Terms and Conditions**

These terms and conditions govern your use of mgrmusic.com, as provided by MGR Music Tuition LTD., including use of message boards and notice boards. We may amend or add to these terms and conditions without notice to you, so please check them periodically. You can do this by visiting: <https://mgrmusic.com/terms-and-conditions/>

### **Registration**

When you register with us you are stating that you are over 13 years of age. You agree that any information you provide to us about yourself upon registration or at any other time will be true, accurate and complete.

### **Who we are and how to contact us**

[www.mgrmusic.com](http://www.mgrmusic.com) is a site operated by MGR Music Tuition Limited ("We"). We are registered in England and Wales under company number **08646304** and have our registered office at Quayside House, 5 Highland Terrace, Barrington Street, Tiverton, EX16 6PT. Our main trading address is Quayside House, 5 Highland Terrace, Barrington Street, Tiverton, EX16 6PT.

We are a limited company.

To contact us, please email [info@mgrmusic.com](mailto:info@mgrmusic.com).

### **By using our site you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy ([www.mgrmusic.com/Privacy-Statement/](http://www.mgrmusic.com/Privacy-Statement/)), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy ([www.mgrmusic.com/Cookie-Policy/](http://www.mgrmusic.com/Cookie-Policy/)), which sets out information about the cookies on our site.

If you are a music teacher our Terms and Conditions of supply ([Terms and Conditions of Supply](#)) will apply to the services we provide.

### **We may make changes to our site**

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business. We will try to give you reasonable notice of any major changes.

### **We may suspend or withdraw our site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@mgrmusic.com](mailto:info@mgrmusic.com).

### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

- MGR Music Tuition is providing this site on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties..
- The content on the site and forum has been included in good faith. The Content may contain inaccuracies or typographical errors. Whilst mgrmusic.com endeavours to ensure that the information on this site is correct, no warranty, express or implied, is given as to its accuracy and mgrmusic.com does not accept any liability for error or omission.
- In particular, the support and information in the forum and site does not constitute any form of advice, recommendation or arrangement by mgrmusic.com and is not intended to be relied upon by users in making (or refraining from making) any specific decisions or to be a substitute for obtaining professional advice. **You should consult a doctor, lawyer, accountant or appropriate professional if you require specific advice.**
- You are responsible for checking the accuracy of relevant facts and opinions given on the site before entering into any commitment or taking any other form of action or inaction based upon them.
- mgrmusic.com does not represent or guarantee the truthfulness, accuracy or reliability of postings submitted by users , moderators and parent supporters on the forum, or endorse any opinions expressed by users, moderators or parent supporters.
- All conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the provision of the Content and the Site are excluded to the fullest extent permitted by law.

#### **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **User-generated content is not approved by us**

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on ([www.mgrmusic.com/contact-us/](http://www.mgrmusic.com/contact-us/)).

Abusive user-generated content will not be tolerated and users who generate content perceived by MGR Music Tuition LTD as abusive will be removed from the website.

If you use a message board, forum or noticeboard, you alone are responsible for the content of your messages, and any consequences arising. By using mgrmusic.com you agree to comply with the following:

(a) mgrmusic.com is to be used by you for your personal use only and may not be used for commercial purposes (to promote a company, product or service or to recruit staff) without prior written permission.

(b) mgrmusic.com may not be used to send chain letters, junk mail, 'spam', solicitations (commercial or non-commercial) or bulk communications of any kind. If a member puts an email address or web address into a message, you may not use it for any purpose other than that which the Member intended.

(c) If using the forums to arrange to meet someone, you do so at your own risk, and MGR Music Tuition LTD. accepts no liability for any consequences.

(d) If using the forums or the Teacher Database to find music teachers, it is your responsibility to check suitability, qualifications and references. MGR Music Tuition LTD is in no way liable for any consequences and accepts no responsibility for the verification of any teacher notices.

(e) You may not post to mgrmusic.com or use mgrmusic.com to publish, send or distribute any message or material (in any media or form) that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, threatening, racially or sexually or otherwise discriminatory, offensive, inaccurate, is in breach of confidence or a third party's intellectual property rights or which otherwise includes objectionable material of any kind or nature, that encourages or engages in conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, national or international law or regulation or which has a disruptive influence on mgrmusic.com.

(f) You (whether acting in your capacity as a journalist in any media or otherwise) must not post appeals for case histories on mgrmusic.com. All media requests should be sent to [mediarequests@mgrmusic.com](mailto:mediarequests@mgrmusic.com). Unauthorised appeals for information will be removed.

(g) You must not impersonate any other person or entity, whether actual or fictitious.

(h) You must not use mgrmusic.com in a way that might reasonably be expected to cause the website to be interrupted, damaged, rendered less efficient or which could in any way damage the operation of another's computer.

MGR Music Tuition LTD reserves the right in its absolute discretion at any time to edit, alter, delete or move any material posted to, appearing on or distributed by mgrmusic.com and you. MGR Music Tuition LTD. will not enter into any discussions about its decision to edit, alter, delete or move such material.

(a) mgrmusic.com may at any time, and without prior or post warning, close discussions on message boards as it feels appropriate. No discussion will be entered into.

(b) MGR Music Tuition Ltd. may withdraw membership of mgrmusic.com from any member at any time. Attempts to rejoin, may result in legal action. MGR Music Tuition LTD decision is final and no discussion will be entered into.

### **Submission of Listings & Comments**

By adding a listing or comment to the site, you agree to comply with the following terms:

(a) MGR Music Tuition Ltd. reserves the right in its absolute discretion at any time to edit, alter, delete or move any material, such as listings or comments added by mgrmusic.com and you. MGR Music Tuition LTD will not enter into any discussions about its decision to edit, alter, delete or move such material.

(b) MGR Music Tuition LTD reserves the right to share material, such as the content of listing and comments with other organisations who may also publish the material.

(c) MGR Music Tuition LTD reserves the right to email you from time to time if you have indicated that you are the owner of the business, group or event.

### **Images in listings and comments**

(a) The member must submit only his/her own original images and agrees and confirms that this will not infringe the copyright or any other rights of any third party.

(b) The photo should be of sufficient quality to publish.

(c) mgrmusic.com reserves the right to edit any photo.

(d) If your photo contains what appears to be illegal conduct, mgrmusic.com may notify law enforcement authorities.

### **Our responsibility for loss or damage suffered by you**

#### **Whether you are a consumer or a business user**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and Conditions of supply ([Terms and Conditions of Supply](#))

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### **If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

### **We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Rules about linking to our site**

You may link to any page on our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@mgrmusic.com](mailto:info@mgrmusic.com).

### **Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Indemnification**

You agree to indemnify and hold each of MGR Music Tuition LTD, its directors, sponsors, representatives, employees and contractors, harmless from any claim or demand, including reasonable solicitors fees, made by any third party due to or arising out of your use of mgrmusic.com, the violation of these Terms and Conditions by you, or the infringement by you, or any other subscriber of your account, or of any intellectual property or other right of any other person or entity.

### **Miscellaneous**

Any failure or delay by us to enforce strict performance by you of any of the Terms and Conditions or to exercise any right under the Terms and Conditions will not be construed as a waiver to any extent of our rights.

These Terms and Conditions and the Privacy Policy constitute the entire understanding between you and us as to your use of mgrmusic.com and supersede all prior agreements and understandings between us and you.

## Privacy Statement

MGR Music Tuition Limited ("We") are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.mgrmusic.com](http://www.mgrmusic.com) you are accepting and consenting to the practices described in this policy. We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is MGR Music Tuition Limited of Quayside House, 5 Highland Terrace, Barrington Street, Tiverton, EX16 6PT.

Our nominated representative for the purpose of the Act is Mrs G Rusk.

## Information we collect from you

We will collect and process the following data about you:

- **Information you give us.** This is information about you that you give us by filling in forms on our site [www.mgrmusic.com](http://www.mgrmusic.com) (**our site**) or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use our site, subscribe to our service, email notifications and/ or newsletters and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photographs.
- **Information we may collect, store and use about you.** With regard to each of your visits to our site we will automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, geographical location, referral source, length of visit, and number of page views.
  - information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.
- **Information we receive from other sources.** This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

## Cookies



A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy below.

#### **Uses made of the information**

We use "session" cookies on the website. Session cookies will be deleted from your computer when you close your browser.

We use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information.

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the registration form);
- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:
- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

#### **Disclosure of your information**

You agree that we have the right to share your personal information with:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
  - Any of our employees, officers, agents, suppliers or subcontractors in so far as reasonably necessary for the purposes as set out in this privacy policy.
  - Selected third parties including:
    - business partners, suppliers and sub-contractors for the performance of any contract we enter into with [them or] you;
    - advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we will provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;
    - analytics and search engine providers that assist us in the improvement and optimisation of our site;
- We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If MGR MUSIC TUITION LIMITED or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use [Terms of Use](#) and [Terms and Conditions of Supply](#) and other agreements; or to protect the rights, property, or safety of MGR MUSIC TUITION LIMITED our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

### **Where we store your personal data**

The data that we collect from you will be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It will also be processed by staff operating outside the EEA who work for us or for one of our suppliers. This includes staff engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@mgrmusic.com](mailto:info@mgrmusic.com).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10.00 to meet our costs in providing you with details of the information we hold about you.

### **Changes to our privacy policy**

Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

### **Contact MGR Music Tuition Limited**

This website is part of MGR Music Tuition Limited of Quayside House, 5 Highland Terrace, Barrington Street, Tiverton, EX16 6PT, United Kingdom. Registered in England and Wales. Registration number: 8646304. For more information, questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@mgrmusic.com](mailto:info@mgrmusic.com).