

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) A Pre-Agreed Commission between You and MGR Music Tuition made in writing.
- 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 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). 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, within 2 workings days, all Introductions made by MGR Music Tuition with a view to booking a Lesson with the Referred Student. 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 two times before concluding that Referred Student is not interested in booking a Lesson. 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.
- 3.4. You shall maintain a proper record of Introductions, Follow-ups, and Lessons for the purpose of accurate payment of fees under Clause 2.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.
- 3.8. If You are unsure of the correct Referral Fee for a Lesson taught to a Referred Student, as detailed in 2.2(d) You are responsible for contacting MGR Music Tuition within 24 hours of that Lesson being taught to confirm the correct Referral Fee.
- 3.9. 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.

- 3.10. 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.
- 3.11. You agree that the information and content, including text, images, video and audio media, that You submitted to MGR Music Tuition, including content You have not submitted but approved for use, 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, or content You have not submitted but approved for use, 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.
- 3.12. 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.
- 3.13. 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.
- 3.14. 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 and approved by MGR Music Tuition.
- 3.15. You agree to use the MGR Music Tuition platform (www.mgrmusic.com) in accordance with the website's:
- 3.15.1. Terms of Use - <https://mgrmusic.com/terms-of-use/>
 - 3.15.2. Privacy Statement - <https://mgrmusic.com/privacy-statement/>
 - 3.15.3. Cookie Policy - <https://mgrmusic.com/cookie-policy/>

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;
 - (b) currently hold or will endeavour to hold one of the following; a valid Basic Disclosure, Standard DBS, Enhanced DBS, Standard Disclosure (Scotland), AccessNI (Northern Ireland) or Garda Vetting (Republic of Ireland) certificate, within twelve months of this agreement.
 - (c) 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; and

- (d) 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 will provide MGR Music Tuition will a copy of the relevant current public liability insurance policy within 7 days of being requested to do so by MGR Music Tuition.

5. Review of Teaching & Administrative Responsibilities

- 5.1. 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, WhatsApp, Facebook, Google Hangouts), 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.
- 5.2. 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.

6. MGR Music Tuition's Obligations

- 6.1. MGR Music Tuition shall use reasonable endeavours to facilitate and maintain the Website and a online platform for You to submit Your Lessons taught to Referred Student(s) by the Due Date.
- 6.2. 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;
- 6.2.1. Ensure that the Referred Student consents to being contacted by You in relation to the supply of the Lesson; and
- 6.2.2. 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.
- 6.2.3. 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.
- 6.3. 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.

7. Confidentiality

- 7.1. 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.

8. Limitation of Liability

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

9. Termination

- 9.1. MGR Music Tuition has the right to terminate this Agreement immediately if You;
- 9.1.1. 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
 - 9.1.2. Become insolvent or is the subject of a bankruptcy order.
- 9.2. 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.
- 9.3. You may request to have Your information removed from the Website and for no further Introductions of Referred Students to be sent to You in perpetuity. MGR Music Tuition will then write to You within 30 days to enact clause 9.2.
- 9.4. 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.
- 9.5. Upon Termination of this Agreement any monies owed by You to MGR Music Tuition shall be payable immediately.

10. Entire Agreement

- 10.1. 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.
- 10.2. 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.
- 10.3. Nothing in this clause shall limit or exclude any liability for fraud.

11. Assignment

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

12. No Partnership or Agency

- 12.1. 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.
- 12.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. Third Party Rights

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

14. Notices

- 14.1. 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.

15. Governing Law

- 15.1. 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.

16. Jurisdiction

- 16.1. 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).