

Terms and Conditions – Instrumental/Vocal Lessons

Please read all the terms and conditions

These terms and conditions will apply to the tuition provided by Warwickshire Music for your child. Please read these terms and conditions fully. If you are unsure about any of the content of these terms and conditions, please contact Warwickshire Music via email at music@warwickshire.gov.uk and quote both the school or Music Centre name and Ts and Cs in the subject line.

Interpretation

“We”, “us”, refers to Warwickshire Music

“You”, “your”, refers to the parent/carer

Service

Instrumental lessons will be taught by Warwickshire Music Teachers and delivered in term time on the basis of one lesson per week within a programme of 33 weeks each academic year. The annual programme of teaching weeks is published on our website at: warwickshiremusicclub.org

The provision of lessons is subject to demand and the availability of a Warwickshire Music Service Teacher. Whilst efforts will be made to ensure the same teacher provides tuition to your child throughout the term, Warwickshire Music reserves the right to provide alternative teachers as and when required.

Fees and Charges

Instrumental lesson options from September 2021

Lesson Type:	Cost: (price per pupil)
Shared Lesson*	£6.75 per lesson
Individual 20-minute lesson	£13.50 per lesson
Individual 30-minute lesson	£20.00 per lesson
Individual 60-minute lesson	£40.00 per lesson

* Grouping of pupils and the duration of shared lessons will be determined by a Warwickshire Music teacher and will be based upon pupil needs and their ability level. Lesson durations will be either 20 or 30 minutes dependent upon the number of pupils.

* Not all instruments are suitable for shared tuition.

* Where a shared lesson has been requested and cannot be accommodated, you will be offered an individual lesson instead (additional fees apply) or have the option for your child to remain on the waiting list until a suitable lesson becomes available.

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* Where a previously shared lesson becomes unsuitable or unavailable, you will be offered an individual lesson instead (additional fees apply). Otherwise, your child's lessons will cease at the end of the respective term and they will be placed on the waiting list until a suitable lesson becomes available.

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1. Invoices will be sent in advance each term dependent upon the number of delivery weeks available each term, as detailed in the tables below. The actual number of lessons delivered each term may vary as detailed in our annual teaching week calendar. Make-up periods are also planned through the year to accommodate teacher absence. Where there has been a short fall in our total delivery offer of 33 weeks over the year due to teacher absence a credit or refund will be issued after the conclusion of the academic year.

Term:	Lesson Invoices issued*:	Total lessons per term:	Total lessons per year:
Autumn Term 21	After 13 September 2021	12	33
Spring Term 22	After 1 November 2021	11	
Summer Term 22	After 28 February 2022	10	

**these dates may be subject to change without notice.*

2. Warwickshire County Council payment terms require payment within 21 days of the invoice date. We can charge interest if you pay late. If you do not make any payment to us by the invoice payment deadline, we may charge interest to you on the overdue amount at the rate of 4% a year above the prevailing base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount. In the event of non-payment, Warwickshire Music reserves the right to suspend performance of all or part of its obligations under this agreement.
3. Where there has been a short fall in our total delivery offer 33 weeks over the year due to teacher absence a credit or refund will be issued after the conclusion of the academic year. Credits will not be made for pupil absence except in the case of long-term illness, please notify Warwickshire Music as soon as possible (accompanied by a doctor's note). A pupil's absence due to the parent keeping the child at home for any reason, including short- or medium-term illness, Covid-19 symptoms or self-isolation, will be classed as a 'spent' lesson and no credit will be payable. Lessons that are missed due to school closure, a pre-planned school class event or adverse weather will also be classed as a 'spent' lesson and no credit will be payable.

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Notice Period

- Unless notice is given in accordance with the dates below, tuition shall continue to be provided by and charged for by Warwickshire Music through and across academic years.
- In order for Warwickshire Music to make the necessary arrangements to otherwise deploy our staff, pupils can only withdraw at the end of a half-term or term. Notice of withdrawal from lessons must be given in writing to Warwickshire Music in accordance with the dates in the table at paragraph 6. below. This includes where tuition is not required in the following academic year. If such notice is not received, half a term's fees will be charged in lieu of notice.
- Notice period deadline dates for Tuition in 2021/22:

To end the tuition agreement at:	You must give us notice in writing by:
Autumn half term 2021	Friday 10 September 2021
The end of Autumn term 2021	Friday 22 October 2021
Spring half term 2022	Friday 17 December 2021
The end of Spring term 2022	Friday 11 February 2022
For Summer half term 2022	Friday 25 March 2022
The end of Summer term 2022	Friday 20 May 2022
The end of tuition prior to GCSE/A-level exam leave	Friday 11 February 2022

- Tuition will be granted on a first come first served basis. Tuition will not commence until Warwickshire Music have received an online enrolment application.

Hire of instruments

- Warwickshire Music provides instruments for hire across a range of instruments. Free Hire is available for one year (a maximum of 3 academic terms) from the term in which the pupil commencing lessons. This offer is subject to availability and excludes: electric guitar, electric bass guitar keyboard, piano and drum kit. For full details of free and subsidised Instrument Hire visit warwickshiremusicclub.org where you will find full terms and conditions and details of how to apply. Click "Hire an Instrument" to fill out the hire form.
- When hiring an instrument from Warwickshire Music, parents/carers will need to comply with the terms of the hire agreement. Instruments will only be hired to parents/carers of pupil's who are receiving tuition for that instrument from a Warwickshire Music Teacher and, where applicable, pupils will be expected to attend a Warwickshire music group.

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10. Instruments are hired out on a first come first served basis.
11. Instrument applications received after Monday 6 September 2021 may be subject to a minimum 3-week delivery lead time.

Remissions

12. Fee remissions are available for eligible families in respect of instrumental tuition, chargeable music group activities and instrument hire (see also paragraph 9. above).
13. Fee remission of 50% is available for eligible families; evidence of eligibility will be required. Please contact us in confidence at music@warwickshire.gov.uk to apply.

Warwickshire Music Remission Policy

Qualifying Criteria:

- Families eligible for Free School Meals
- Families who receive Income Support or Income-based Job Seeker's Allowance (JSA)
- Income-based and contribution-based JSA/ESA if you receive the same amount for both. You should also qualify if you receive both and the income-based amount is greater. You will not qualify if the contribution-based amount is greater.
- Families who receive Universal Credit
- Families who receive Child Tax Credit and have an annual taxable income, as assessed by the Inland Revenue, not in excess of £16,000, providing there is no entitlement to Working Tax Credit (unless in respect of a 4-week 'run-on').
- Families who receive the Guaranteed element of State Pension Credit
- Families who receive support under Part VI of the Immigration and Asylum Act 1999
- Families with Children Looked After (see section below for details)

Children Looked After:

14. Children Looked After in the care of Warwickshire County Council and those children in year 4 in the care of other local authorities attending a Warwickshire School are entitled to 100% reduction on lesson fees, instrument hire costs and music group activities where these are applied by Warwickshire Music.
13. Children Looked After in the care of other local authorities in all year groups (except year 4) attending a Warwickshire School are entitled to 100% reduction on lesson fees and may be eligible for up to 100% on instrument hire costs and music group activities where these are applied by Warwickshire Music subject to the agreement of their local authority.

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Additional Help for Families:

14. Sibling discounts are available for families who have more than one child playing in Warwickshire Music group where charges are made, we will charge as follows:
- first child – full price
 - second child – 50% discount
 - third and subsequent children – free
15. Sibling discount only applies to charges made for music groups run by Warwickshire Music and does not apply to lessons or instrument hire (see also paragraph 9. above).

Contact

16. Warwickshire Music may contact parents/carers via email, telephone, SMS and letter with regards to their child's tuition and/or instrument hire. We will always treat your personal details with the utmost care and will never sell them to other companies for marketing purposes.
17. We may share your data and your child's data with the school as necessary to deliver music tuition to your child.
18. We shall treat all your information and protect your data in accordance with the terms of Warwickshire County Council's Privacy policy, which can be found at: <https://www.warwickshire.gov.uk/privacy>

Agreement

19. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. You need our consent to transfer your rights to someone else.
20. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
21. If a court finds part of this contract illegal, the remainder will continue in full force and effect.
22. Even if we delay in enforcing this contract, we can still enforce it later.
23. In the event of any lockdown or travel restrictions or restrictions on gatherings related to COVID-19 or any similar disease, where possible Warwickshire Music teachers will be available to deliver live online lessons. If online sessions are offered, then payment will fall due. If online lessons are not accepted by you then no charge will be made for lessons until face-to-face lessons can recommence. If during this time you wish to end this agreement, the notice periods in the table at paragraph 6. above continue to apply.

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24. If you are not satisfied with the service provided by us, please contact us on the following details in the first instance:

Andrea Bennett
Business Development Manager
Warwickshire Music
Education Services
Saltisford Office Park
Ansell Way
Warwick
CV34 4UL

01926 742630

music@warwickshire.gov.uk please quote Complaint in the subject line

25. To the extent that any dispute cannot be resolved through good faith negotiations between the parties then either party may refer the dispute for mediation through the Centre for Effective Dispute Resolution (CEDR).

26. Only in circumstances where the dispute cannot be first resolved through the procedures outlined in this clause 18 shall the dispute proceed to litigation through the court system.

27. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

28. Any variations to this agreement shall only be effective if they are evidenced in writing, signed by both parties.

29. By enrolling your child with Warwickshire Music, you are agreeing to the Terms and Conditions of this tuition agreement.

30. Please note that the Terms and Conditions of the tuition agreement are subject to change and will be updated from time to time and displayed on our website.

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