



MUSIC SCHOOL TERMS AND CONDITIONS September 2018

These terms and conditions form the basis of the contract between S4E Ltd, trading as Services For Education, and customers. Customers are subject to and agree to be bound by these terms and conditions.

In these terms and conditions the following definitions apply:

Services For Education means the charitable company S4E Ltd which operates the Music Service and its music schools. **Customer** means any individual to whom S4E Ltd supplies lessons. **Due Date** means the date outlined in any correspondence regarding payment or re-booking.

Lesson(s) means the instrumental/vocal/theory lessons or classes to be provided by S4E Ltd to the Customer as agreed in the initial booking. **Music School** means the venue at which the lessons are provided. **Price** means the price for the services as set out in the terms and conditions and on the website <https://musicschool.servicesforeducation.co.uk/lesson-pricing/>. All services prices are exempt from VAT.

Personal Data means the information we need to collect from you at the time of booking to enable us to schedule your lesson and take payment. **Rebooking** means signing up to another period of lessons for the following October – July period if you wish to continue lessons after the summer closure period.

Teacher(s) means any employee of Services For Education delivering lessons. **Terms** means the standard terms set out in these terms and conditions of business. **Year** means the period of lessons from October to July – aligned to school/education operating weeks published in our music schools teaching weeks and closure periods. It also applies to future years for rebooking.

Changes to Terms and Conditions

Any changes to these terms and conditions are valid only if agreed between S4E Ltd and the Customer. From time to time we may update these terms and conditions by sending you either an updated version or notification of minor changes. You are free to not accept these changes but we would ask you to notify us of your non-acceptance within 14 days of notification, failing which we will be entitled to treat our agreement with you as being agreed and subject to the updated version.

BOOKING YOUR LESSON

Specialist one to one instrumental/vocal lessons are provided for 30 mins, over 30 weeks, between October and July. Theory classes are 45 min, over 30 weeks. Booking your

first session confirms your weekly session time with your assigned teacher for the full year.

Once initial payment for lessons has been received, you will be sent a welcome pack detailing confirmation of the dates and times of all lessons. If these details change during the year we will notify you in writing.

Lessons run in accordance with our published teaching weeks and closure dates. All teaching weeks and closure dates are available on lesson and pricing page of our website:

<https://musicschool.servicesforeducation.co.uk/lesson-pricing/>

When signing up to lessons for the first time, details of the lessons you are booked into, the dates and times for the full year and the venue will have been agreed with you in advance.

You will be told the name of your teacher in advance. Our educational ethos is to maintain the long term consistency of teachers and students. However, Services For Education reserve the right to change teachers for reasonable reasons eg. retirement, maternity, long term absence etc. Customers therefore contract with Services For Education to provide lessons and not for specific instrumental/vocal teachers.

Where Services For Education need to change the teacher for any reason, we will notify you in advance.

Personal Data

In the performance of this contract we will use your name/child's name, address, telephone number, email address and payment details [your personal data] to process your booking. We will only use your personal data in accordance with our privacy notice which is available at

<https://servicesforeducation.co.uk/privacynotice>

You will be sent a welcome pack via email including a mandatory form which you will need to return to inform us of your ongoing communication preferences.

Our privacy notice also contains details of your right to withdraw your consent, to update your preferences, to request further information, and to make a complaint.

Re-booking

In order to give existing customers priority for lessons each year, we use a re-booking system. This means that, unless you inform us that you either wish to change venue, day or

alternatively that you wish to stop altogether, we may re-book you onto lessons in the following year.

In order to ensure your place, we recommend that you grant us a continuous payment authority (please see the section entitled "Taking Payment") and take part in our re-booking scheme.

During the month of June we will send you details of your lesson for the following year via email. This will detail the venue, dates and times of the lesson during the next year, the annual cost of the lessons and the date upon which re-booking will take place. We will give you at least 30 days notice of re-booking, and you will have a right to cancel any re-booking made within 14 days in accordance with the cancellation policy set out below. If you grant us a continuous payment authority, on the date we have specified for re-booking, you authorise us to use the card details you have logged with us to debit the money due as per your agreed payment terms. If you have not granted us a continuous payment authority by the date we have specified as the re-booking deadline, you will not be re-booked onto your lesson for the following year and we will not be able to guarantee you a place.

You will receive email confirmation of your booking once your account has been debited or your payment has been received. You are always welcome to contact us should you be unsure of any details. Your statutory rights are not affected. If you grant us continuous payment authority but you do not wish to be part of our re-booking scheme, please inform the office as soon as possible.

If you do not wish to be re-booked for the next year of lessons it is vital that you inform the office by the stated re-booking deadline. You can do this by phone, email or post. If you have granted us a continuous payment authority and you have not contacted us by the specified deadline your place will be re-booked and the cancellations policy referred to below will apply.

You will not be re-booked if: (a) your current lesson day, time or venue need to change for any reason, (b) if you have not granted us a continuous payment authority (c) you have informed us before the re-booking deadline date that you do not wish to re-book.

PRICE AND PAYMENT

All instrumental/vocal specialist one to one 30 min lessons are charged at £19.00 per lesson.

You must book for the full 30 weeks and are not permitted to book individual lessons, however we are able to offer payment by instalments as set out below.

There are three payment options offered for lessons:

1. Monthly payment of £76.00 – you must consent to 'continuous payment authority'
2. Ten week lesson payment of £190.00 – you must consent to 'continuous payment authority' (payment will be taken on booking and then at weeks 10 and 20).
3. Single payment of £570.00

All theory class lessons are charged at £10.00 per lesson. You must book for the full 30 weeks and are not permitted to book individual lessons, however we are able to offer payment by instalments as set out below.

1. Monthly payment of £40.00 – you must consent to 'continuous payment authority'
2. Ten week lesson payment of £100.00 – you must consent to 'continuous payment authority' (payment will be taken on booking and then at weeks 10 and 20).
3. Single payment of £300.00

Continuous payment authority

When you pay for lessons with your credit/debit card, your card details are stored on a secure online payments system. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you grant us a continuous payment authority to enable us to debit the card when necessary, e.g. if you wish to pay monthly, for ten lesson payments or for re-booking each year. Please note that recurring payments will be debited using the card details you give us when booking your lessons.

If you do not wish for us to be able to use your card details in this way to automatically re-book your lessons for the next year, please inform us either by telephone, email or post. Please note that we cannot automatically re-book your lessons for the next year without a continuous payment authority.

Whenever your card details change, or if you wish to change your card details for whatever reason, please telephone the office.

If the lessons are being paid for by someone other than yourself, you are responsible for informing that person of our payment policies, deadlines etc., and relaying any communication with regard to re-booking or payments of any sort.

Refunds and Cancellations

You may cancel your contract with Services For Education within 14 days of booking starting from the day immediately

after the day that you booked the lessons and we will refund your money. You may cancel by email, or post. Attached at Schedule 1 is a form of cancellation that you may use, but you do not need to use this form as long as you make it clear to us that you wish to cancel. You may also cancel within 14 days of any re-booking.

In addition to your right to cancel within 14 days of booking, you have the right to cancel at any time during your year of lessons by providing us with 4 lessons notice.

Should you wish to cancel you must provide us with written notification by letter or attached form to Services For Education, Unit 3 Holt Court, Holt Street, Birmingham Science Park Aston, B7 4AX or by email: music@servicesforeducation.co.uk

If you cease to attend lessons but do not provide written notification of cancellation, you will continue to be charged for absent lessons in addition to four lessons notice from the date of our receiving your written notification of cancellation. Verbal notification to a Services For Education teacher will not be considered as notification of cancellation because your contract is not with the Services For Education teacher.

Services For Education is under no obligation to provide a refund for any lessons you have received if you wish to cancel following the commencement of your first lesson.

Services For Education is under no obligation to refund or transfer your money in the event that you are unable to attend part of a lesson.

Refunds will not be issued, nor lessons rearranged, in the event of customer absence due to sickness, holidays, school trips, exams and dental/medical appointments. We regret that we are unable to offer an alternative for missed lessons.

Services For Education will not refund lessons that fall within periods of bad weather where the Music School environment is safe and accessible and Services For Education staff are available to teach. If you choose not to attend due to adverse weather conditions it will count as a missed lesson and you will be charged.

If the Music School is closed or a Services For Education teacher is unavailable for any reason, the lesson will be rearranged at a later date (e.g. as a double lesson, another agreeable time or in the available catch up weeks published in the schedule of teaching weeks and closure periods). Refunds will be issued by Services For Education if the tutor is unable to make up the lesson.

If we are unable to deliver 30 lessons within the published teaching weeks and closure periods, a refund will be issued. All refunds are subject to a minimum refund amount of 1 lesson cost - £19.00 / £10.00 (1 lesson cost).

All lessons are subject to the availability of our specialist teaching staff. If for any reason, we cannot offer a teacher, all remaining lessons will be refunded in full.

COMPLAINTS

If you are dissatisfied with any aspect of the lessons or our performance of this agreement, please set out your complaint in writing to the Head of Music Service by post or email. Any determination made by Services For Education arising from the terms and conditions shall be final.

If your complaint is not resolved by us, or if you remain dissatisfied, you may use the Online Dispute Resolution service which provides alternative dispute resolution. You are not obliged to use this service and it does not affect any other rights or remedies that you may have, but it is free to use and may assist you in resolving your dispute quickly and easily. The service may be accessed at via the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

CONDITIONS FOR INSTRUMENT LOAN

Standard student model instruments can only be loaned to a customer receiving lessons from a Services For Education teacher attending a Services For Education Music School.

Typically our instrument loan scheme is for the purpose of allowing customers to access musical instruments without the burden of cost in the initial stages. In order that we can keep providing these instruments to beginners we cannot offer indefinite loan. Therefore, we offer the free loan of a standard student model instrument for the first year of learning. Extension of loan may be subject to availability and/or hire cost.

Repairs for general wear and tear will be assessed, paid for and undertaken by Services For Education. At all times, repairs advice must be sought from the teacher before taking any action. Services For Education will not be liable for the cost of repairs undertaken without prior approval from Services For Education.

All instruments must be maintained by the Customer and must be returned in the same condition that they were received.

Parents/guardians and adult students are liable to insure the instrument on loan. We strongly advise you check that your household policy includes cover for instruments and if necessary add it specifically to the policy. An instrument should never be left unattended in a vehicle or overnight away from home.

Customers are expected to pay for general consumables such as replacement strings, rosin, reeds and cork grease (woodwind instruments), valve oil and slide cream (brass instruments) and adapters (keyboards).

The instrument must be returned by you to the offices of Services For Education, Unit 3 Holt Court, Holt Street, Birmingham Science Park Aston, Birmingham, B7 4AX (please telephone to arrange a time) no more than two weeks after the end of the course of lessons. On no account should the instrument be returned to the teacher or left on Music School premises. You will be issued with a receipt to acknowledge its return. In the event that you fail to return the instrument in the agreed timescales Services For Education will claim the full market value of a replacement instrument from you.

If you grant us a continuous payment authority for the purposes of re-booking the following year of lessons, we will allow customers to retain the instrument in the summer months to continue with their practice and progress.

EXCLUSION OF LIABILITY

Services For Education does not accept liability for loss or damage to students' instruments or personal possessions. Parents/carers should arrange appropriate insurance for these items.

Behaviour

All customers are expected to behave in a responsible and courteous manner within the Music School at all times and to attend lessons regularly. Poor attendance, disruptive or anti-social behaviour may result in tuition being withdrawn. No refunds will be issued in such circumstances.

OTHER IMPORTANT INFORMATION

Teachers

All instrumental and vocal teachers are highly qualified and subject to Services For Education's rigorous safeguarding and employment checks.

Services For Education monitors quality and provides continuing professional development for all teachers. Observation of teachers' work for routine performance management may take place during your lesson. This is non-intrusive to the lesson content pace or flow.

Safeguarding

Services For Education is committed to the highest standards in promoting the welfare of children and protecting them from harm at all times.

The Company is committed to:

- Encouraging and supporting students, parents/carers/guardians and working in partnership with them;
- Listening to and valuing each individual student;
- Ensuring that all members of staff are properly trained and supported.

We recognise that some children and young people may be the victims of neglect, physical, sexual or emotional abuse and that Services For Education staff, by virtue of their knowledge and contact with children, are well placed to identify and report such abuse so that children may be effectively supported.

Services For Education fully supports the Birmingham Safeguarding Children Board (BSCB) Child Protection Procedures.

The Company has dedicated Designated Safeguarding Leads (DSLs) to whom confidential enquiries relating to Safeguarding and Child Protection may be made.

Should you have any concerns about a child attending our music schools, please call the office on 0121 366 9953 and ask to speak to one of the appointed DSLs.

Supervision

A waiting room is provided at the Music School should parents wish to remain onsite during lessons. This waiting area is not staffed. Services For Education only accepts responsibility for children during actual lesson/session time. At all other times, responsibility lies with the parents/guardians.

Services For Education teachers are not responsible for escorting children to/from lessons.



Instrument/Accessories

Services For Education has an extensive library of teaching resources and standard student model instruments that are available for loan. If a standard student model instruments is not suitable customers are required to provide advanced instruments.

Customers are required to pay for general consumables such as replacement strings, rosin, reeds and cork grease (woodwind instruments), valve oil and slide cream (brass instruments) and adapters (keyboards).

Customers may be required to purchase music books/scores and any relevant accessories as required to support their learning. As individual learning requirements are different please speak to your music teacher about any additional support materials that you may need.

Customers are expected to pay any examination fees and to make arrangements for accompanists, as appropriate.

Examinations

Services For Education runs an annual programme of external examinations with ABRSM, Trinity, LCM and Rockschool.

Your music teacher will advise on the appropriate time and level of examination should you wish to pursue formal instrumental/vocal attainment.



SCHEDULE 1

NOTICE OF CANCELLATION

To: Services For Education, Unit 3 Holt Court, Holt Street, Birmingham Science Park Aston,
Birmingham, B7 4AX

I/we give notice that I/we wish to cancel the booking made with you for:

Name of student:

Name of teacher(s):

Instrument/lessons taken:

Signature:

Name:

Date:

This form may be sent by post to the address above, or by email to music@servicesforeducation.co.uk