



Cambridgeshire Music Terms and Conditions

Date: 10/05/2016

We have tried to put our terms clearly here. If you are not sure that you understand please ask before ordering or making a payment.

This document (the "Agreement") is a legal contract between you and Cambridgeshire Music ("CM") that governs your use of any CM Services including the online account that we provide for you. If you have placed an order or request by email, post, online or by fax you can cancel this within 7 days. After this period the terms and conditions below apply if you have confirmed acceptance of a booking or started using a service or made a payment towards a service.

Specifically for Schools and other organisations:

Our relationship with schools and organisations is set out in our memorandum of understanding for joint working with them. Such organisations will provide without charge suitable spaces for activities provided for them, their pupils or community by CM, at agreed scheduled times with access to equipment as agreed with the service. Organisations will provide appropriate information to our visiting staff with regard to vulnerable children/adults or those with special educational/language or other needs and will liaise with the service designated child protection officers if required. CM will work in partnership with schools and organisations to ensure that activities run smoothly and schools will integrate and treat our visiting staff as part of their overall staff team. Schools and organisations will naturally take an interest in the development of activities, individual pupils and the support required to encourage progression and will assist CM by providing information to their community about available opportunities via their information channels. Variation will not be made without appropriate agreement with the CM in advance. Financial costs incurred by CM due to any changes not agreed in advance may be passed on to organisations.

For schools that are designated as academies please note that these terms and conditions determine the specific Cambridgeshire Music part of any global contract held with Cambridgeshire County Council for multiple services. This can be obtained directly from the council.

For schools that are maintained by the Local Authority these terms and conditions form our Service Level Agreement with you.

Where organisations are permitted to pay for some types of bookings on an account basis, payment will be expected as detailed in your online account and late payment may result in a charge being added to the account. If organisations are in credit at the end of the contract period then this credit can be carried forward to future bookings or alternatively a refund will be organized.

For All Customers:

Charges

Our charges are listed on our website at www.cambridgeshiremusic.org.uk or shown when booking services and in your bookings.

Definitions

In this document:

"Services" means all services and products we provide.

"Schools" means all organisations for whom we provide services.

"Due Date" means the date by which an action or payment must have been made.

"Credits" means the purchase of a number of sessions of activity for a particular service provided. Credits cannot be refunded once purchased and payment in full must be made, over a number of instalments if agreed with the service. Cambridgeshire Music may award additional credits at its discretion in certain circumstances.

Security of data:

- We take the security of your information very seriously. Any data we collect is stored in an encrypted form. We do not store bank account details. Our staff will never ask you for your password. If you think your data has been compromised please tell us immediately. If we think there has been a data breach we will tell you immediately. If you would like more information about data security please contact us.

Your privacy:

- We collect the minimum of information required to provide our services correctly. We will not share your personal information with others unless you have given permission via your account for third party information. We may develop anonymous summaries of data as a means of looking at levels of engagement and participation. We will enable schools and organisations to view progression of groups of participants. We will ask you for marketing permissions regarding visual documentation or providing information about our activities and services. You can change your settings via your account or by contacting us. If you have any concerns about privacy please contact us.

Safeguarding:

- Our staff are appropriately skilled to provide activities. All staff are subject to Disclosure and Barring Service (DBS) [formerly Criminal Record Bureau] checks, references, observations of their work and skills, checks on their work history and qualifications and through multiple interviews. Staff are trained regularly with regard to safe working practices and child protection. If our staff have a concern about any child they are legally obliged to report that concern to one of the Cambridgeshire Music designated child protection officers (DCPO) who will determine any action to be taken. If you have a child protection concern you should raise that directly with our DCPOs and we will investigate immediately. We will put in place appropriate supervision at events and activities and assess risks using agreed processes. We use several information channels to communicate about our work including social media. Our main website will always be the principal source of information so there is no need for customers to use social media unless they wish to do so. Our staff have specific protocols for managing any profiles for themselves online. For more information about this please contact us.

Age/Responsibility Requirement to enter into the agreement

You must be at least 18 years old to agree to and enter into this Agreement on your own behalf, on the behalf of your child or on behalf of an organisation and to register for use of services. By making a booking or using our services you are indicating your acceptance to this Agreement, you are stating that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering on behalf of your child or a child in your legal care or on behalf of an organisation. If you are a parent or guardian entering this Agreement for the benefit of your child, you are fully responsible for his or her use of services, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not request and/or confirm and/or use our services. A link to or copy of this Agreement may be sent to you as part of a booking confirmation and you have 7 calendar days from this point before it comes into force.

Agreement to Pay

You agree to pay by the due date for the services that you confirm you wish to have. We may request payment through our online systems or via postal invoice at our discretion. Charges can be paid in instalments where permitted by us however the full amount may become due should payments be missed and/or the option to pay by instalments suspended. Additionally, until overdue charges are paid, access to services may be suspended with cancellation costs applied to your account. If having confirmed your request you decide not to take up a service following the 7 calendar day period above and have not asked us to cancel your booking during that 7 day period you will be charged a cancellation/admin fee as set out in our charges on our website.

Maintaining your account:

If your billing information or information about your child or an organisation needs changing, you must update that information via your account access. CM cannot take responsibility for any liability caused by failure by account holders to maintain accurate account details, particularly with regard to any special requirements for children or for services. You must not allow anyone else to use or share your account access, which remains our property at all times. If you ask us to update information for your account on your behalf, we may for security purposes require additional evidence of identity. We will normally only communicate with the account holder about their account for similar reasons.

Ending a service

If you have a regular service from us, this can be ceased at the end of the current activity period taking place (e.g. the end of a series of sessions or a period of instrument loan). You will be asked to renew or pay for a renewal of your service once your current remaining sessions reach a minimum level set by us. At this point you can confirm renewal or ending of activity so that we can plan provision and enable our staff to organize their work schedules effectively for you and others. Should you continue with provision without confirming this we may raise a charge for the further set of activity on the same basis as currently booked. Customers should note that if they do not renew their provision and then request it to be reinstated at a later date, there may be a delay or discontinuity of provision if staff have been reassigned during the intervening time.

Business continuity and non-solicitation

As an organisation we believe that a joined up, cohesive delivery of a range of music activities in and out of schools or other organisation is the best way to support musicians of all ages.

Therefore it is not in the general interest of music education development for decisions or actions to be taken that may undermine this development, particularly if this affects the security of employment and work for our staff. Clients considering changes to their contracts are strongly advised to discuss this with the Head of Cambridgeshire Music prior to any discussions with our employees, other clients or families and pupils.

During the term of this Agreement and for 2 full academic terms or 6 months, whichever is the longer, after the date of any termination of this Agreement, the client or partner will not, without the prior written consent of Cambridgeshire Music either directly or indirectly, on the client or partner's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Cambridgeshire Music or any customer of Cambridgeshire Music.

If we are made aware that a client with a contractual arrangement with us is attempting to negotiate or set up a private arrangement with a member of our staff without our agreement in writing we may:

- Suspend immediately all activities with that client until this matter is resolved without refund or reduction in contract value
- Raise cancellation charges if necessary to cover the remainder of any active contracts
- Raise additional charges to cover any potential legal or other costs incurred in resolving the matter including the value of lost work in subsequent years.

Amendments to Terms & Conditions

CM may from time to time modify these terms and conditions and post a link to a copy of the amended Agreement to you. If you do not agree to (or cannot comply with) the Agreement as amended, you must tell us in writing and stop using the service.

Booking and paying for services and products:

Services/products can be booked online or via phone; we also accept postal and fax bookings. For tuition and music therapy services we process your request and will assign a member of staff if available. They will confirm date/time and place for provision of the service at which point payment in full or of and agreed instalment will be required by the due date. If no staff are available we will add your request to our waiting list and recruit a new member of staff as quickly as possible. If we cannot provide a service we will inform you and cancel the booking unless you request to stay on the waiting list.

For ensemble membership requests, or requests for instruments from our county instrument bank or music from the County Music Library, we will process your request and contact you to confirm membership or availability of the requested item at which point payment will be required by the due date.

For products, payment will be requested at the time of booking and we will contact you regarding delivery if there is any unexpected delay.

Non-payment/cancellation: If payment for a confirmed booking is not made by the due date the service/product will not be delivered and a cancellation/admin fee equivalent to the payment will be charged to the customer account. Your account will be suspended for further bookings until the cancellation fee is paid and may after 30 days be referred to a collection agency at which point additional charges will be added to the account. We reserve the right to charge interest on unpaid accounts after the first 30 days without prior notice. The interest rate will be based on the Bank of England base rate plus 5% calculated daily.

Refunds: No refunds will be given unless CM is unable to provide the service requested. If a concern is raised about a service which following investigation we believe requires compensation we may provide additional session credits or refunds at our discretion.

Non-delivery of a service: If we are unable to provide the service at all following confirmation requested our staff will notify the customer and rearrange the service, reassign remaining credits by agreement or refund proportionately if a payment has been made. Customers should understand that non-delivery cannot always be foreseen and that the service is not a supply agency with unlimited resource. It usually takes a minimum of 1 month to appoint a new member of staff and although the service will make every effort to find replacements for long-term absences this will not always be possible or practical in which case we may at our discretion provide a refund as above.

Absences and missed tuition sessions: If a member of staff is unable to attend for a booked session then this will not be charged as a session used. If a location for tuition activity is closed due to weather or some other emergency situation then no session will be charged. If a pupil misses a booked session then the session will be charged unless dispensation is given in writing by the service. If a school is unable to release a pupil for a booked session on a particular day then the session will be chargeable unless at least 2 weeks notice has been given by either the parent or school and the tutor is able to rearrange their timetable to accommodate it. This cannot always be guaranteed.

Right to Change Prices: All prices for products within the Service are subject to change by CM at any time. CM will inform customers in advance of any planned changes and revised charges will be notified prior to confirming a service. Charges will only apply from the next renewal or order by the customer.

Taxes: Prices quoted generally include any applicable taxes, including sales taxes. CM reserves the right to change this policy at any time, with notice as above.

Privacy & Data Protection

The data protection and privacy policies for Cambridgeshire County Council will apply.

Modification to Service

CM may modify the service provision to ensure that the delivery of services ordered can be sustained at the standards and quality required.

Complaints, queries & communications – if you have any kind of concern relating to the content of an activity please talk directly with the teacher, or lead person for delivery of the activity within 7 days. In most cases they will be able to resolve any queries quickly. Should this not be possible or the matter is administrative you should raise your query at the time the concern arises directly with us via email/letter/fax or telephone. We will investigate any concern and respond to you within 10 working days (although in most cases it will take less time). If you have a safeguarding query you should call 01480 373500 and ask to be referred to a designated child protection officer for the service who will contact you directly. Please note that should you have a concern about the quality of provision of a service but do not raise this at the time it occurs and continue with the service, this may have an impact on the outcome, including any credit compensation of any investigation into the matter.

Services:

A summary description of services are provided below and this should be read in conjunction with any other information about an activity, product or service we provide. If there is conflicting information about a product, these terms and conditions will take precedence.

Consultation/Taster Lessons

The provision of consultation lesson (whether charged or free) on a single instrument prior to making an ongoing booking for instrumental tuition can be provided in the same way as normal bookings. CM will determine the most suitable location for the provision of the consultation lesson (usually at one of our offices or in a school).

Instrumental/Vocal Music Lessons

Instrumental or vocal tuition provided, generally provided in a school, organization setting or at a CM Music Centre/Office at a time specified by us. In limited circumstances we may provide sessions as a home visit in which case additional terms will apply. Requests are made for a series of sessions by booking credits. For schools this will usually be a booking of weekly delivered time, for individual learners this would be a number of weekly delivered visits. Our annual diary will mirror school terms as far as possible. We expect to provide sessions on a weekly basis throughout the academic year in order to support progression. By agreement with the visiting members of staff at the start of the academic year with schools or organisations we may vary this. Requests for lessons will be referred to our tutors for confirmation of a start date and time. If this is not possible the request is added to a waiting list until it can be provided or the request is cancelled by the customer. When details of an available tuition slot and teacher are provided to the customer, there is the option to confirm by payment or cancel the arrangement within 7 days. Once confirmed, or after 7 days, customers are committed financially to the sessions booked. Pupils should be supported by their families and schools with regard to practice and homework and provided with good quality teaching and learning and child welfare standards (CM responsibility). CM staff will maintain good communication with customers about progression and any unavoidable changes to delivery, in advance where at all possible. Student absences cannot normally be refunded. Teacher absences will not count as a delivered session. By agreement a teacher, notified at least 2 weeks in advance about a potential absence, may if practical re-arrange tuition for an alternate slot however this cannot be guaranteed as staff timetables are naturally busy and complex. An activity carried out on behalf of a learner will count as a session delivered – for example and not exclusively this can include lessons scheduled, examinations attended by the tutor, concert performances rehearsed and delivered by the tutor including the child, and meetings with parents. Any remaining credits for sessions at the end of the year will be carried forward to ongoing tuition with the same pupil.

Classroom Music Teaching

Classroom curriculum music provided to schools on a basis of time ordered. The service is provided during the school day. The charge includes time allowed for appropriate “PPA” for staff and proportionate contributions to school life. Requests will be referred to the staff in school or a manager to allocate a teacher. The member of staff will confirm a time and start date with the school at which point the school has the option to decline and cancel the request or accept it and the financial commitment to the time booked. The service will be delivered to national standards for classroom teaching and our visiting staff will take responsibility for delivering the curriculum that is specified by the school, including all planning and assessment. The school will provide the appropriate environment for the activity and teacher and/or teaching assistant support required for such class activity or individual students as would normally be reasonable in a school. The school can expect a contribution to school life from the visiting staff which might include registration and supervision processes carried out by other teachers (during the time period in which they are attending) and involvement in school events. School closures cannot be refunded. CM staff absences will not count as a delivered session. A continuous period of absence may be covered by a replacement if available and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered; the service may suspend lessons and renewals until an appropriate appointment can be made or at its discretion refund remaining sessions unused.

Music Therapy Services

Music Therapy provided to schools and organisations on a time basis or by individual bookings to families and carers. The service is provided during an extended academic day. Organisations are expected to provide suitable environments and support and access to appropriate musical equipment for therapeutic work, which may be supplemented by CM from time to time. Music Therapy is a medical intervention with specific objectives to improve outcomes for children. As part of the time provided, our staff will liaise with organisation staff and keep confidential records, contribute to annual reviews and communicate with parents and carers. If an organisation is looking for an opportunity to provide a participatory music activity for other engagement or support reasons with children with special needs an ensemble activity should be requested. Referrals of students for music therapy can be made directly to the service's Head of Music Therapy for assessment, or the common assessment framework. Therapist absences will not be counted as a delivered session. School closures or student absence cannot be refunded if the member of staff was available for work. A substantial period of therapist absence may be covered by a replacement therapist if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered, the service may suspend sessions and charges until an appropriate appointment can be made or at its discretion refund remaining sessions unused.

Specialist Instrumental Support for Schools and Organisations

Instrumental and Vocal support can be provided to schools and organisations on a time basis. The service can be provided during an extended school day. For whole class activities visiting specialist staff will work alongside school class teachers. By agreement with the school or for smaller sizes of group, the visiting staff may provide sessions in a suitable space without the class teacher being present (with appropriate TA support).. For small groups of 6 or less normal practice is for the visiting teacher to work with the group without other staff. The school retains responsibility in all cases for the delivery of the music curriculum to these groups. Should a curriculum responsibility be required of our visiting staff, the school must book classroom curriculum music instead. School closures cannot be refunded. Teacher absences will not count as a delivered session. A substantial period of teacher absence may be covered by a replacement teacher if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered, the service may suspend lessons and charges until an appropriate appointment can be made or at its discretion refund remaining sessions unused.

Music Explorers

Music Explorers is a specific programme organized with school partners to provide a progressive instrumental learning opportunity through ensemble learning in school. If provided by us to a school, the programme will be run with our staff working alongside school class teachers, who will be fully involved in the sessions as part of the delivery team. For all programmes except MX Sing we will provide two visiting staff as this has been demonstrated as the most effective means of developing the progression required in schools. Other terms of operation will be the same as for specialist instrumental support.

If a school requires a programme of specialist support or curriculum delivery with a view to starting a First Access programme of some kind with a single visiting member of staff they should select the Classroom Curriculum or Specialist Instrumental Support options as above. However the service will only guarantee progression through the delivery of the Music Explorers scheme.

Musical Schools

Musical Schools is a specific collaboration programme with school partners to create "beacons" of good practice in music education development including a whole school approach to providing opportunities in and outside of school for pupils and the local community. Within this, a whole range of services may be provided but in particular after-school beginner and junior level ensemble opportunities will form the basis of access to lessons, progression, learning. These will be provided on a similar basis to our school ensembles but with a commitment to a joined up partnership approach with those schools and a minimum investment in development of 2 hours per school.

Workshops and Events

Students and parents can book places on a wide range of courses and events each year. Reservations for places represent a financial commitment to pay for the activity and the user should check details of the specific workshop or event before registering. Payment is made at the time of booking for their place on a course or at an event (including audience tickets). Data may be required at the time of booking in order for us to organise the event correctly. An accepted payment is a confirmed place on a workshop or event. Information will be sent about the activity to all those with confirmed bookings. Refunds cannot be made unless the activity is cancelled.

Band and Ensemble Membership

Membership of a band or ensemble or whole music centre for one or more periods of time (e.g. terms) as booked. This requires registration and provision of data. It permits taking part in all relevant activities set up by the director of the group. Ensemble staff provide advice and guidance on changing groups as pupils develop. Non-attendance cannot be refunded. Sessions may include concerts or other events as well as regular rehearsals.

County Music Ensemble Membership

Membership of County level ensembles for a 'season', usually the activities applicable to that ensemble from September to August annually. An audition may be required in order to join an ensemble in any season for any player. Membership requires registration and provision of specific data. It permits attendance at appropriate activities, rehearsals and workshops. Members agree to attend all rehearsals and performances in full where dates have been provided in advance. Requests to miss rehearsals will not normally be granted and may result in an additional charge to cover costs of replacement players if required for an activity. The Ensemble Manager reserves the right to not permit a player to take part in a performance if insufficient rehearsals have been attended in order to maintain the quality of the experience and the ensemble overall. Refunds will not be given in these circumstances. Membership charges apply for the season and can be paid in instalments as advised. Refunds cannot be made should members elect to cease activity mid-year or fail to attend rehearsals. On occasion additional activities will be arranged such as residential courses, additional concerts and tours. These will be charged separately from the cost of membership of the ensemble and are treated as standalone commitments.

Music Library Loan

The loan of music sets or scores from the music service library to registered individuals, groups or organisations. Library users must register online in order to be able to book music from the library. Guests may browse the catalogues. A member may borrow multiple sets of music at a time. The length of loan will be at least 1 month and a maximum of 1 year. Further loan of the same material may be possible at the end of a loan period if not required by another user. The member is responsible for checking that the correct parts and scores have been provided and ensuring any anomalies are reported immediately. The registered member is also responsible for returning the music set at the end of the loan period with the complete set of parts and scores loaned. Registered members will be charged for missing parts or overdue returns without exception.

Instrument Loan

The loan of 'played' instruments or sets of instruments from the CM County Instrument Bank to an individual, school or ensemble. Students, parents and partner schools may request instruments when registering. Instruments will be made available on a first come first served basis. Instruments are provided on a periodic charge basis with the charge applying for part or all of the period. Specialist instruments for short-term usage in ensembles will be loaned for the period required at the specific rates indicated. Instruments will be maintained by the service and must be returned to CM should a fault or repair be required, not to a music shop. We will provide a replacement instrument. The parent/carer/student/school/organisation is required to insure the instrument whilst in their possession. Accidental Damage will be covered by the CM and will result in an administrative charge of £20 to be paid by the borrower. If damage is clearly through negligence or improper use as determined by our technical staff then the full cost of repair will be paid by the borrower. Instruments should be returned at the end of the loan period unless a new loan is put in place before it expires otherwise the next period charge will be applied.

Instrument Purchase

The provision of brand new instruments to students through discounted and VAT-free (HMRC approved) purchase schemes. All instruments must be collected from our head office. Please note that only instruments considered to be portable by the HMRC are eligible for VAT-free purchase. CM will obtain discounted prices where possible for its packages including non-portable instruments. If a customer wishes purchase an advertised CM instrument package this can be requested and paid for online and we will provide an appropriate instrument. The instrument remains the property of CM until full payment has been received. If a customer wishes to order a specific instrument model under the portable instrument VAT free scheme – they should obtain the supplier, model, ex VAT price information in advance and then complete the relevant information when purchasing. Once payment is confirmed, CM will order the relevant instrument from the supplier.

Products and Goods

The sale of goods, tickets and products through the online shop. Orders are placed and paid for at the same time. If in stock the service will attempt to deliver the product within 3 days. If this is impossible it will contact the purchaser to tell them of the expected length of delay. Should a product be faulty or the incorrect item it should be returned immediately for a full refund.