

Terms and Conditions – Direct Billed Music Lessons (Schools & Music Centres)

This agreement sets out the terms and conditions on which One Education Music will deliver music lessons paid for by parents/carers.

In requesting One Education Music to provide this service, you are subject to and agree to being bound by these terms and conditions in addition to the following policies (where applicable):

- Privacy Policy
- Data Protection Policy

One Education reserve the right to vary these terms and conditions at any time and without notice. If you are unsure about any of the content of these terms and conditions, please contact One Education Music via email at <a href="mailto:music@oneeducation.co.uk">music@oneeducation.co.uk</a>.

#### **Interpretation**

"We", "us", refers to the service provider - One Education Music (OEM)

"You", "your", refers to the customer – the parent/carer/pupil

#### **1.Service Agreement**

- 1.1. This Service Agreement will run for the academic year unless varied by agreement between the parties within the required period of notice.
- 1.2. Notice to terminate this agreement must be received in writing. A minimum of half a term's notice is required in line with the dates below. For 24/25 academic year:
- To cease lessons from January 2025 (Spring term), notice should be received by 28<sup>th</sup>
  October 2024
- To cease lessons from April 2025 (Summer term), notice should be received by 24<sup>th</sup>
  February 2025

Written notice should be sent to the One Education Music office by email (<a href="music@oneeducation.co.uk">music@oneeducation.co.uk</a>) or can be posted to One Education Music, Floor 5, Alexandra House, Hulme, M15 5GX and will be acknowledged within 7 working days of receipt.

1.3. Termination of this agreement outside the terms of 1.2. above will only be permitted in exceptional cases. Requests must be made in writing to the Head of Service for review, and will be reviewed and responded to within 14 days of receiving the request.



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#### 2. Service Delivery

- 2.1. One Education Music offers instrumental and vocal peripatetic services to schools. For full details of available services and instruments, please refer to our website or contact our office.
- 2.2. Instrumental/vocal lessons will be taught by One Education Music Instructors and delivered in term time on the basis of one lesson per week for the duration of the agreement. The annual programme of teaching weeks is published before the beginning of the academic year (24/25 available in Appendix A of this agreement for schools/Appendix B for Music Centres). Where schools have different term times, our Music Instructors will only be able to teach on weeks where term dates coincide.
- 2.3. The provision of lessons is subject to demand and the availability of a One Education Music Instructor. Whilst efforts will be made to ensure the same teacher provides tuition to your child throughout the term, One Education Music reserves the right to provide alternative teachers either temporarily or permanently with no notice.
- 2.4. With the exception of ensembles/after school clubs, pupils will be taught in groups of no more than 3 and grouping will be determined by a One Education Music Instructor/Centre Administrator. This will be based upon the pupil's age, instrument and musical progress.
- 2.5. The lesson types offered are generally as follows:
- i) 10 minutes individual lesson
- ii) 20 minutes individual lesson
- iii) 30 minutes individual lesson
- iv) 40 minutes individual lesson
- v) 20-minute shared lesson (2 pupils)
- vi) 30-minute group lesson (3 pupils)
- vii) Ensemble/group lessons (3 pupils +)

The size and membership of any group may be subject to change without notice (e.g. due to differing rates of progress).

2.6. Where a shared lesson is reduced to just one pupil (due to instrument choice or progression), the pupil will be offered a 10-minute individual lesson, or 30-minute shared group lesson (3 pupils) as appropriate. We will notify parents/carers where this is the case, as you may choose to increase the length of lesson time. Shared lessons may not be suitable for all instruments including, but not restricted to, drumkit and piano.



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- 2.7. In some instances, it may be necessary to cap the number of pupils in any given group. Where this applies, places will be offered on a first come first served basis. In some instances, it may be possible to signpost pupils to alternative provision.
- 2.8. Where the number of scheduled/delivered sessions differs from the number of sessions invoiced, a credit/debit will be applied on account. This will be applied to the next invoice period.
- 2.9. If, at the end of the academic year, or upon termination of this agreement, there remains a credit on your account, a refund will be issued.
- 2.10. Lessons missed by pupils due to reasons including, but not limited to, forgetfulness, short term illness/absence, school trips/activities, school closure, exams etc. will not be credited/refunded.
- 2.11. Where a One Education Music Instructor is unable to deliver a session due to absence/illness, every effort will be made to reschedule or cover the lesson within the term, or a credit will be applied for the missed session.
- 2.12. Rescheduled sessions may be scheduled in a different term to the original missed session but within the same academic year.
- 2.13. One Education Music will endeavour to provide a cover teacher in cases of extended staff absence wherever possible, but this cannot be guaranteed.
- 2.14. No credit will be due for missed sessions in the event of an emergency or full/partial closure of a school due to events outside of the school's/One Education Music's control e.g. force majeure, pandemic, flood, inclement weather or industrial action.
- 2.15. Lessons delivered in school settings usually take place during the school day. Parents/carers accept that this will usually result in a pupil being withdrawn from their normal school class timetable for the duration of the lesson, by agreement with the school.
- 2.16. One Education Music Instructors are not responsible for escorting children to/from lessons, although the Music Instructor will make every effort to ensure attendance is consistent in consultation with the school. Collection/drop-off procedures apply for Music Centre settings.



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#### 3. Charges

- 3.1. The price per session is published on One Education Music's website.
- 3.2. Invoices will be issued termly in advance of any delivery and payable before the term start date. Failure to make payment on time will result in your child not receiving provision until any outstanding invoices under this agreement are paid.
- 3.3. Pupils who receive Pupil Premium or are eligible for Free School Meals may be entitled to a discounted rate subject to your child's school's policy at time of application (school lessons only). If you have selected Pupil Premium on enrolment, your child will go on a waiting list whilst we verify this with the school. If the school agreed to subsidise your child's music lessons, we will write to you to confirm the school's contribution and issue an invoice for the remaining amount.
- 3.4. If your child begins lessons part-way through a term, lessons will be calculated prorata and charged from the date of the first lesson. Lessons may begin before an invoice has been issued, but failure to make a payment for any lessons already delivered will result in cancellation of tuition and any debt may be recovered.
- 3.5. Trial lessons are not offered, and all sessions delivered are liable for payment under the terms of this agreement.
- 3.5. Charges will be reviewed annually. One Education Music reserves the right to make changes to charges for our services, and will notify parents of any changes as required.

#### 4. Pupil behaviour & expectations

- 4.1. Pupils are expected to behave in a responsible and courteous manner at all times, to attend lessons and to practise between lessons as required to make progress.
- 4.2. Poor attendance, failure to practise/make sufficient progress, or disruptive/anti-social behaviour in any manner by the pupil may result in provision being withdrawn and any paid or outstanding charges would not be refunded/remain payable.

#### 5. Communications

5.1. One Education Music may contact parents/carers via email or telephone with regards to your child's tuition and/or instrument hire. Contact details will be collected on enrolment, and it's the parent/carer's responsibility to notify One Education Music of any changes in contact details.



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- 5.2. Should you wish to contact your child's Music Instructor, please email <a href="music@oneeducation.co.uk">music@oneeducation.co.uk</a> to request contact details, including the nature of your enquiry. Any subsequent email sent to the Music Instructor should include <a href="music@oneeducation.co.uk">music@oneeducation.co.uk</a> copied into all correspondence.
- 5.3. In school delivered lessons, we may share your/your child's data with the school as necessary to deliver music tuition to your child.
- 5.4. Your child will be provided with a practice diary to record their homework and track their progress.

#### 6. One Education Music (OEM) Service Responsibilities:

- 6.1. One Education fully complies with safer recruitment guidelines. All One Education staff that have access to schools, children or vulnerable people are subject to satisfactory preemployment checks as listed as follows:
  - Enhanced DBS clearance with barred list checks
  - References
  - If applicable, Medical Clearance and Qualification Verification including teacher status and prohibition checks
  - Legal Right to Work in the UK validation
- 6.1. Responsibility for all aspects of the Quality Assurance of One Education Music instructors lies with the Service
- 6.2. All One Education staff are issued with photographic identification badges containing their disclosure number and issue date for schools to check and record where applicable.
- 6.3. OEM instructors will conduct themselves professionally in line with OEM staff handbook, Code of Conduct, Child Protection and Safeguarding Policy (all available on OE website).
- 6.4. OEM will prepare, advise and liaise with the School/parent/carer regarding an appropriate timetable, subject to room availability.
- 6.5. OEM instructors will recruit new pupils and will encourage pupils to take part in school based and OEM music centre ensembles. OEM regards taking part in ensembles as an integral part of the learning process and expects the school to support regular attendance by pupils as may be appropriate. providing opportunities for pupils to make and respond to music together.



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- 6.6. OEM will provide an enrolment link to the school to share with families of pupils in Year 3 and above.
- 6.6. OEM music instructors will provide tuition appropriate to the pupils' needs and abilities.
- 6.7. Attendance records will be maintained. Schools/Parents/Carers can have access to these records on request.
- 6.8. OEM will provide cover for any instructor absences. Where cover is not available, the music instructor may make up the lessons at a time agreed by the School. Where a makeup lesson is not possible, OEM will reimburse the parent/school by way of a credit applied to the next term's fee. If the cancellation falls in the Summer term, the parent will be issued a refund at the end of the term.
- 6.9. OEM will provide pupils with access to instruments (subject to available) for the duration of their lessons through OEM. Instrument Loan conditions are subject to separate terms and conditions (available on our website).
- 6.10. OEM will liaise with parent/carers of pupils accessing tuition lessons.

#### 7. School Expectations (lessons delivered in school time only):

- 7.1. The school has a joint responsibility with OEM for the organisation of lessons and pupil attendance. The school should identify a named contact person through whom OEM Music Instructors can exchange information, including on pupil progress.
- 7.2. Commitment to promote the music offer to pupils/families and introduce music instructors to pupils.
- 7.3. On-site responsibility for the children remains with the school. OEM Music Instructors will not be responsible for discharging pupils from after school clubs.
- 7.4. At the start of the academic year, the School shall provide OEM Music Instructors with information on health and safety procedures. This will include signing in and out, fire evacuation, first aid, and other emergency procedures.
- 7.5. OEM Music Instructors should be told in confidence, of any medical, behavioural or academic information or other relevant issues that may affect their pupils' learning.
- 7.6. Provide contact details of a school representative/music coordinator with whom OEM will liaise with for matters relating to delivery as part of this agreement.



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- 7.7. All communication must be through OEM including messages to be communicated with teaching staff.
- 7.8. The School must provide a copy of its term dates including details of any trips which will impact the year groups/pupils having tuition lessons. Lessons missed by pupil and schools due to short term sickness, school trips/activities, revision leave, exams etc. will not be refunded nor made up.
- 7.9. The School must Inform OEM if there are any unexpected school closures. In the event of a school closure due to circumstances outside of the school's control, this may include but is not limited to pandemic, flooding, inclement weather or industrial action, charges will still apply for timetabled hours.
- 7.10. Provide any dates for proposed school concerts the students will be expected to perform in.
- 7.11. The School will provide a suitable room and facilities for OEM instructors to deliver music lessons in relation with the size and needs of the group receiving tuition including sufficient adjustable stands, good lighting, ventilation and heating and where possible, a piano and/or good mp3 player.
- 7.12. The School shall use all reasonable endeavours to avoid moving OEM instructors between rooms.
- 7.13. The School will identify and confirm from the pupil list, those pupils who are entitled to subsidised music lessons paid for by the School.
- 7.14. The use of IT resources is embedded throughout the teaching delivered by One Education Music. Schools agree to provide WIFI access to One Education Music instructors whilst carrying out their teaching. IT equipment/electronic devices will be used for attendance monitoring, teaching, performances and assessments. A work device will be supplied to Music Instructors where appropriate.
- 7.15. OEM and the School shall work together to properly uphold the School's disciplinary and rewards processes and policies.
- 7.16. Any performances/concerts will take place in lieu of a lesson and should take place during the usual lesson times unless the music instructor can accommodate a different day/time.



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#### 8. Safeguarding

8.1. If you have any concerns regarding the safeguarding or welfare of a child/young person, please contact One Education Music's Head of Service/Designated Safeguarding Lead Adam Cooke (adam.cooke@oneeducation.co.uk) or call 0161 276 0104. Further guidance is available in One Education's safeguarding policy <a href="here">here</a>. If a child is in immediate danger, please report this to the police.

#### 9. Complaints

- 9.1. If you are dissatisfied with any aspect of our service delivery, please contact the Head of Service in the first instance. We will always endeavour to resolve issues at this stage. We will aim to respond within 7 days, either from Head of Service or another member of the Senior Leadership Team.
- 9.2. If, after raising any concerns informally you remain dissatisfied, you have an opportunity to make a formal complaint. One Education's formal complaints procedure is available <a href="here">here</a>.

#### 10. Loan/Hire of Instruments

- 10.1. Pupils registered for music tuition through OEM will be eligible to the loan/hire of an instrument, subject to availability.
- 10.2. If the pupil wishes to end lessons, the instrument should be returned to the music instructor.
- 10.3. The instrument may not be transferred to another pupil.
- 10.4. Parent/Carers accept responsibility for the safety and security of the instrument whilst in your care and we suggest that you insure the instrument against loss or damage.
- 10.5. OEM will assume responsibility for general maintenance resulting from 'fair wear and tear'
- 10.6. Parents/Carers are responsible for:
  - Safe keeping and ensuring proper use,
  - o Replacement of consumables i.e. string, rosin, reeds, valve oil etc.
  - Repairs for damage caused through misuse or neglect, or loss of parts (e.g. mouthpiece)
  - The full replacement cost if an instrument is lost or stolen



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### Appendix A - School Teaching Calendar 24/25

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### Appendix B - Music Centre Teaching Calendar 24/25

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Autumn Term 1: Mon 16 Sep - Sat 19 Oct // Autum Term 2: Mon 28 Oct - Sat 14 Dec Spring Term 1: Mon 06 Jan - Sat 15 Feb // Spring Term 2: Mon 24 Feb - Sat 05 Apr Summer Term 1: Tue 22 Apr - Sat 24 May // Summer Term 2: Mon 02 June - Sat 19 July

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One Education Music - Music Centre Calendar 2024/25

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