

Last updated 28 February 2024

Music Terms and Conditions 2024/25

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

Customer means any school or establishment to whom Services For Education Ltd supplies Services.

Order form: means the document issued by Services For Education Ltd and signed by the Customer listing the Services to be provided.

Price means the price for the Services as set out in the annual brochure of support services. All services prices are exempt from VAT.

Due Date means the date outlined in the invoice for payment.

Services mean the services to be provided by Services For Education Ltd to the Customer as set out on the Order Form

Terms means the standard terms set out in these terms and conditions of business.

Visit(s) means the standard times a visiting instrumental/ vocal teacher would attend the school to provide the service outlined in the Order Form.

1.2. Any changes to these Terms are valid only if agreed in writing between Services For Education Ltd trading as Services For Education (SFE) and the Customer.

2. APPOINTMENT

2.1. The customer engages Services For Education – Music Service, to provide instrumental/vocal music services in line with the terms and conditions of this contract and the enclosed schedules within.

2.2. The Customer and Services For Education agree to work in accordance with Schedule 1 - Service Level Agreement.

2.3. The Customer appoints Services For Education, Music Service, to provide music services in accordance with the Order Form

3. ORDER FORM – KEY POINTS

3.1. The quantity of the Services shall be as set out in the Order Form.

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- 3.2. The minimum amount of time ordered for one teacher visit must not be less than 30 mins.
- 3.4. The total duration of services outlined in the original Order Form will be the duration used to calculate any reduction/cancellation of service outlined in section 8.
- 3.5. It is the sole responsibility of the Customer to ensure the Services set out on the Order Form meets its requirements.
- 3.6. It is the sole responsibility of the Customer to ensure that it has the financial resources to fulfil its obligations under the terms of the contract.
- 3.7. Services For Education will endeavour to meet special requests for specific days and time notified to us on Order Form This is subject to mutual agreement and availability of teaching staff.
- 3.8. The Customer should denote if it requires the minimum engagement of 33 weeks. *We recommend that schools contract with parents are constructed on 33 weeks to offer flexibility for the school finance team where charging policies are in place. In most cases students will benefit from the full 33 weeks, while taking account of unexpected cancellations outlined in section 5.5.*

4. PRICE AND PAYMENT

- 4.1. Services For Education will invoice the Customer for the Services outlined in the Order Form in arrears, at the end of each half term.
- 4.2. Services For Education will provide a comprehensive schedule of visits on request, detailing the date, time and duration of teaching visits made to the school.
- 4.3. Unless the subject of a genuine dispute, the Customer shall pay the Price within 30 calendar days of receipt of a valid invoice (the "Due Date").
- 4.4. Services For Education reserve the right to suspend tuition for non-payment beyond 30 calendar days of the Due Date. In such circumstances, the Customer will remain liable for all charges under the Order Form until payment is received or cancellation notice is received.
- 4.5. Where there is a genuine error, Services For Education will issue a credit note to correct the charge.
- 4.6. All amounts due under these Terms shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.
- 4.7. Refunds will be considered in all cases should delivery fall below 33 weeks in the academic year due to music service staff sickness/ leave/ absence. See 8: REDUCTION/CANCELLATION OF SERVICES.

5. INSTRUMENTAL/ VOCAL TEACHING: SERVICES DETAIL

- 5.1. Services For Education staff work in partnership with schools to determine the lesson length and format

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that best meets their individual school needs. However we recommend the following as the most sustainable model for schools:

5.1.1. 20 minute paired or individual lessons.

5.1.2. 30 minute group lessons (2-5 pupils*).

5.1.3. Lessons are less effective if taught in units of less than 20 minutes.

*schools should consider the size and safety of their practice rooms when determining group size.

5.2. Services For Education will provide a maximum of 10 instruments per hour at no additional charge to the school.

5.1.2. World Music/ Percussion instruments are limited to 6 instruments per hour in order to ensure staff and pupils are not exposed to excessive levels of sound.

5.3. Services For Education will provide one practice diary for each student taught to assist with monitoring progress and to record the weekly work being learned in lessons.

5.4. Services For Education will provide an annual report for each student in the Summer term outlining their achievement, attainment and areas for development.

5.5. Schools will liaise directly with visiting Services For Education teaching staff to agree the days and times at which tuition takes place. However, any increase or decrease in the amount of time for which a member of staff is bought in must be done so in accordance with conditions stated in section 7: PURCHASE OF ADDITIONAL/ INCREASED SERVICES.

5.6. Absence Cover: In the event of a Services For Education teacher being absent – long term absence i.e. an absence of more than half a term, SFE will, where possible, arrange cover. If it is not possible to arrange cover (either due to short notice or specialist nature of teaching) the school will not be charged for the missed visit(s). Upon return, the member of staff will attempt to make up tuition at a mutually agreed time for which we will make a charge.

5.7. Strike action, adverse weather & other unplanned closures which cannot be cancelled in accordance with the notice periods set out in section 8 REDUCTION/CANCELLATION OF SERVICES.

5.7.1. Schools: Where visits are cancelled by the school due to adverse weather, unplanned and/or special circumstances and the Services For Education teacher has either attended or was available to attend, the school will be liable for the cost of those visits and will be charged accordingly.

Services For Education teacher. Where a SFE member of staff has been unable to attend a visit in school due to unplanned and/or special circumstances, and SFE is unable to provide cover, the school will not be charged.

5.8. Where a Services For Education teacher has completed a partial visit due to exceptional circumstances or late arrival, this will be identified in the visit schedule and the school will only be charged for the reduced duration of the visit.

6. PROVISION OF INSTRUMENTS

6.1. All instruments are the property of Services For Education and managed by its Music Service.

6.2. All instruments are insured through Services For Education against theft, loss and damage. Costs associated with accidental loss or damage, general wear and tear or routine maintenance will be met by SFE. In cases of apparent malicious damage or loss of the instrument through negligence, a contribution from parent will be sought.

6.3. Instruments should be stored by the school in a secure location when on the school premises and schools should take reasonable steps to prevent instruments from becoming damaged. We encourage children to take instruments home for weekly practice and progress.

6.4. Consumables: Woodwind reeds, replacement strings and brass valve oil are not provided. Students are encouraged to purchase these. School contracts should outline the small associated costs of consumables while learning to play a musical instrument.

6.5. Instruments are monitored weekly by the visiting instrumental teacher. Pupils failing to bring their instrument to weekly lessons will be referred to the nominated school liaison in line with schedule 1: Service Level Agreement.

6.6. The Music Service member of staff will keep a record of which instrument has been assigned to each pupil (see section 9: Data Sharing).

6.7. It is the responsibility of the pupil/parent/carer for the care and safe return of instruments when their child leaves school/ terminates learning with a Services For Education visiting teacher.

6.8. Instruments provided by the Music Service must not be used by external teachers, agencies or partners without the explicit permission of the Head of Music Service.

7. PURCHASE OF ADDITIONAL/ INCREASED SERVICES

7.1. Additional Services may be purchased at any point during the academic year by submission of a written notification authorised by the Head Teacher / Budget Holder and sent to the Services For Education office. The office can be contacted by e mail: music@servicesforeducation.co.uk

7.2. Requests for the purchase of additional services will be agreed subject to the availability of teaching staff.

7.3. While the school may discuss additional tuition with Music Service teaching staff to ascertain need/content/availability; additional provision cannot commence until formal notification in writing is received by the Services For Education office. E mail is an accepted form of written notification. The office can be contacted by e mail: music@servicesforeducation.co.uk

7.4. When additional regular tuition is purchased during the year, subject to available staff, Services For

Education will endeavour to timetable the increase and charge, within 10 working days, or to commence on a mutually agreed date with the Customer.

7.5. Commencement of one off short term projects or workshops will be agreed on an individual basis.

8. REDUCTION/CANCELLATION OF SERVICES

8.1. Notification: Any cancellation or reduction in time of services provided must be submitted via e mail or other formal written notification, authorised by the Head Teacher/Budget Holder and sent to the Services For Education office: music@servicesforeducation.co.uk

8.2. 'One off' visit cancellations (e.g. school trips, exams, closures, etc.) Cancelled visits must be notified in writing to the Services For Education office giving a period of notice of not less than 10 clear working days prior to the lesson or the normal charge will be levied. While schools should discuss such variations directly with SFE teachers, formal notification/confirmation must be provided by the school via email to the SFE office: music@servicesforeducation.co.uk.

8.3. The school will be liable for the cost of cancelled lessons where less than 10 full working days' notice has been provided (this includes lessons cancelled by the school at short notice due to strike action and other similar unplanned circumstances – see section 5.5).

8.4. Cancelling of services

8.4.1. Cancellation of services may be made within the first two weeks of a school term only.

8.4.2. No additional charges will be applied if services are cancelled by less than 50% of the contracted amount during the period set out in paragraph 8.4.1. Where services of 50% or more of the contracted amount are cancelled within the first two weeks of a school term, charges will only be applied in respect of 50% of the contracted services. There shall be no additional charges applied in respect of the remaining 50% of the contracted amount, in accordance with clause 8.4.1.

8.4.3. Cancellation under paragraph 8.4.1 will take effect within 10 working days of notification of cancellation being received and acknowledged by Services For Education, in accordance with paragraph 8.1 and the school will be charged for any services which take place during this notice period.

8.4.4. Any cancellation made after the first two weeks of a school term shall be charged in full.

8.5. Cancellation charges will only be calculated after the successful and complete collection of musical instruments allocated to that provision within the Order Form. Missing instruments will be added to the total cancellation charge and added at their full economic replacement cost.

8.5.1. Services For Education will exercise discretionary powers where necessary when considering cancellation charges.

9. DATA SHARING

9.1. Schools purchasing Music Services shall disclose to the Music Teachers on request and within a reasonable period, attendance registers and/or class lists containing:

9.1.1. The first name and surname of the pupil;

9.1.2. The gender of the pupil; and

9.1.3. The year group of the pupil (the "Personal Data").

9.2. The School shall notify Services For Education forthwith of any request under current data protection legislation made by a pupil and/or parent on behalf of the pupil. The School will use all reasonable efforts to assist SFE in complying with its obligations under current data protection legislation in complying with any such request.

9.3. The School shall notify any pupil and/or parent on behalf of a pupil wishing to take music lessons that the music lessons will be provided by Services For Education (as an independent organisation) and that the Personal Data will be recorded in relation to each pupil and provided to SFE for the following purposes:

9.3.1. Keeping an accurate record of SFE's musical instruments loaned out to pupils;

9.3.2. Reporting attendance to the School;

9.3.3. Undertaking research and statistical analysis in order to report to the Arts Council England, which is a condition of the grant agreement in place between SFE and the Department for Education.

9.4. The School shall allow Services For Education to undertake an audit of the School's records, on reasonable request, in order to ensure compliance with clause 9.3.

9.5. Data will be retained for a period of 6 years to remain compliant with audit regulations for the monitoring of musical instruments as company assets, after which it is to be securely deleted from all Services For Education computer servers.

10. COMPLAINTS

10.1. If you are dissatisfied with any aspect of the Event or service provided, level of customer service or Services For Education's performance of this agreement, please send your complaint to the Head of Music in writing by emailing: music@servicesforeducation.co.uk. Any determination made by SFE arising from the Terms shall be final.

10.2. 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 via the following link

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

SCHEDULE 1: SERVICE LEVEL AGREEMENT

THE MUSIC SERVICE AGREES:

1. To ensure high quality teaching following the nationally produced instrumental/vocal curriculum, 'A Common Approach' and the National Curriculum guidelines for Music. Also, the non-statutory Model Music Curriculum and National Plan for Music Education 2.
2. To undertake regular and comprehensive monitoring of teachers in partnership with school colleagues.
3. To arrange timetables for both regular and occasional visits by Music Service teaching staff.
4. To provide all members of the Music Service staff with the appropriate professional development and training (including safeguarding training) and offer access and support for CPD.
5. To ensure that all Music Service staff meet the requirements of Services For Education Music and School Support Services' Standards. These have been developed in support of the National Standards for Teachers.
6. To ensure all staff in regulated activity are in accordance with the latest KCSiE:
As a third party working in your setting, we offer the following confirmation to enable you to fulfil your responsibility to maintain a single central record in accordance with KCSiE 2023:

- All staff employed by Services For Education working in regulated activity have been recruited in accordance with the guidance issued by the Safer Recruitment Consortium and that contained within KCSiE 2023
- We confirm identity checks have been carried out for all SFE employees
- A standalone children's barred list check has been completed for all SFE staff working in your setting
- An enhanced DBS has been obtained by SFE for all our staff working in your setting
- A prohibition check has been completed for all our staff working in your setting
- An overseas check has been carried out for those who have worked outside the UK
- Qualification checks
- A right to work in the UK check

Services For Education can confirm all checks yielded satisfactory results and there are no concerns for any SFE staff working in your setting.

Services For Education employee details are held by us, there is no requirement for you to obtain copies of certificates or checks for you to fulfil your duty of maintaining a single central record.

All Services For Education staff carry an SFE ID badge. This badge has an SFE approved photograph and their DBS number. Therefore, schools and colleges are encouraged to check the ID badge to reassure themselves that the person presenting themselves for work is the same person on whom the checks have been made.

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SFE staff working in your setting will not be able to provide any additional information other than their ID badge and a letter issued by SFE confirming all checks have been completed. This letter provides sufficient information for you to be satisfied that SFE has acted with due diligence and in accordance with guidance contained within KCSiE 2023. Your school or college may wish to hold a copy of this letter for your records. In the event of any concerns that the person presenting themselves is not the SFE employee pertaining to the ID badge, schools and colleges should implement their own safeguarding procedures for this along with reporting the concern to SFE.

7. To inform the school of any planned absence at least 7 days in advance and to inform schools of any unplanned absence as soon as possible.
8. To offer cover teaching in the case of long term absence. In the case of short term absence this may not be possible.
9. To hold all pupil data on secure databases, accessible only by password in compliance with Data protection regulations. [see 8. Data Sharing]

THE MUSIC SERVICE TEACHER AGREES:

1. To assist with the identification of pupils for instrumental/vocal support.
2. To facilitate access for pupils to ensemble activities organised either centrally or by area.
3. To facilitate access to relevant workshops and special events regionally and nationally.
4. To assess and report in writing annually on pupils' work.
5. To use a practice diary to support pupils learning and monitoring of practice.
6. To keep a record of pupils' attendance and comply with individual schools' systems for recording attendance.
7. To ensure that their work supports the curriculum needs of the school and conforms to A Common Approach and National Curriculum guidelines.
8. To discuss and review pupils' progress with school-based staff.
9. To comply with the requirements of both the Child Protection Guidelines issued by the Music Service and the procedures for Child Protection in individual schools, including individual schools' signing in procedures.

THE SCHOOL AGREES:

1. To undertake all reasonable steps to ensure that visiting teachers are supported in carrying out their duties effectively.
2. To provide the Music Service teacher with all reasonable information required to carry out their duties including such pupil data as is required for the Music Service reporting to DfE through Arts Council England.
3. To provide the SFE teacher with access to the school's wifi, this will support online registers, Charanga, Sharepoint schemes and key material to deliver the role.
4. To support the music service in advising students on how to care for their instrument.
5. To support the music service in recovering instruments from students where they have ceased learning or

where there is a concern over the instrument being brought to weekly lessons.

6. To provide suitable teaching spaces for music lessons (whole class/elective instrumental/etc) . The teaching room should be clean and have adequate space, heat, light and ventilation. The room should be equipped with appropriate digital technology including access to Wi-Fi, laptop and screen, interactive white board, speakers. Does the proximity to other classrooms cause difficulties? It should be possible for people to observe what is going on in the lesson from outside.
Consideration of safeguarding should be absolute when asking SFE staff to teach in smaller rooms.
7. For WCIT lessons - to ensure that the class teacher/another designated member of staff is present. We would encourage schools to persuade their staff to take an active role during the lesson. WCIT provides great CPD for school staff enhancing their music curriculum delivery skills, becoming trained in elementary aspects of whole class instrument tuition and assisting the specialist Music Service teacher.
8. To notify the Services For Education office (music@servicesforeducation.co.uk) in writing over 'One off' lesson cancellations (e.g. school trips, exams, closures, concerts etc.) giving a period of notice of 10 clear working days where possible. While schools should discuss such times directly with visiting teachers, formal notification/confirmation must be provided by the school via email to the SFE office to ensure accurate reporting.
9. To ensure all electrical equipment on loan to the school from Services For Education (keyboards) are included in the school's annual Portable Appliance Testing programme.
10. To support and encourage pupils entered for external music examinations.
11. To nominate a single member of staff who is responsible for the liaison with Music Service staff.
12. To contribute to the monitoring and evaluation of Music Service support.
13. To have an effective system of communication with visiting Music Service teachers during their time in the school.
14. To work to ensure the satisfactory attendance and punctuality of pupils to instrumental lessons and to investigate any absence.
15. To liaise between Music Service teachers and the parents of their pupils.
16. To celebrate the progress of instrumental pupils through performance opportunities within the school and in the school's own reporting procedure.
17. To support pupils' progression by encouraging them to attend Area/School-Based and Central Ensembles.