

Services For Education

Last updated 28 February 2024

WCIT Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

Customer means any school to whom Services For Education Ltd supplies Services
WCIT Service Level Agreement means the document issued by Services For Education Ltd and signed by the Customer listing the Services to be provided – **this will be sent out to you as a separate document**

Price means the price for the Services as set out in your Service Level Agreement. All WCIT services prices are exempt from VAT.

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

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

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 music tuition 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 the Service Level Agreement.

2.3. The Customer appoints Services For Education – Music Service, to provide WCIT services in accordance with the WCIT Service Level Agreement.

3. WCIT SCHEDULE – key points

3.1. The quantity and costs of the Services shall be as set out in the WCIT Service Level Agreement.

3.2. It is the sole responsibility of the Customer to ensure the Services set out on the WCIT Service Level Agreement meet its requirements.

4. PRICE AND PAYMENT

4.1. Services For Education will invoice the Customer for the Services outlined in the WCIT Service Level Agreement in full by the **30th June 2024**, in advance of commencing the annual programme of activity from September.

4.2. 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”).

4.3. WCIT provision cannot be guaranteed for September where full payment has not been received by the Due Date.

4.4. 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.

4.5. Refunds will be considered in all cases should delivery fall below 30 weeks in the academic year due to music service staff sickness/ leave/ absence. See 7: REDUCTION/CANCELLATION OF SERVICES

5. WHOLE CLASS INSTRUMENTAL TEACHING: services detail

5.1. Each WCIT class will be delivered across 36 weeks during the academic year.

5.1.1. Elective group lessons will be delivered across 33 weeks during the academic year

5.2. Tuition will start during week beginning **16th September 2024**. Staff will visit classes and discuss the year ahead week commencing **9th September 2024** and get instruments ready.

5.3. Class sizes for WCIT programmes should not exceed 32. Larger groups should be split into smaller, more manageable groups. This may incur further charges due to the increase in lesson length.

5.4. Performance is a key part in WCIT and we would expect each class to prepare for 3 performances in school where possible.

5.5. It is essential that the class teacher or another suitable member of teaching staff is present during lessons to ensure the safety of children and sound classroom management while using musical equipment.

5.6. Lesson times will be agreed with schools once a signed agreement has been received.

Within the three year package, children are most successfully taught within the format below:

Year 1: Whole Class Instrumental Teaching – Year 4 (32 pupils): 45 minutes

Year 2: Includes Elective Teaching Y5 – Year 5: 45 minutes

Year 3: Includes Elective Teaching Y6 – Year 6: 30 minutes

If pupil numbers are high, then we can increase the level of elective time to 45 minutes for year 6.

5.7. Services For Education will work with schools to ensure that visiting teachers are timetabled to attend at a mutually convenient time prior to the commencement of activity in September. Where times cannot be agreed a full refund will be offered for all WCIT services. SFE will respond reasonably to schools where lesson times need to be adjusted in year. Where agreement cannot be reached on in year changes, refunds will be calculated according to the provisions outlined in 7: REDUCTION/CANCELLATION OF SERVICES.

5.8. In the summer term, pupils will be advised by the visiting teacher about the opportunity of continuing to learn into year 5 as an "Elective". These pupils 'elect' to continue. The Music Service will provide a template letter (Elective Letter) which can be distributed by the school. A signed consent by a parent/carer should be returned to the class teacher/visiting Music Service teacher.

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5.8.1. The visiting teacher will welcome the guidance of the class teacher and the school when determining numbers of elective children.

5.8.2. The maximum number of electives students for year 5 must not exceed 20 and for year 6 must not exceed 10, without the agreement of the Head of Music Service. Whole class continuation beyond the initial introductory year of WCIT is prohibitive due to the cost of musical instruments.

6. PROVISION OF INSTRUMENTS

6.1. Instruments for the WCIT Package – whole class year 4 and electives in year's 5 and 6 are provided free of charge.

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

6.3. 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/school will be sought.

6.4. 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.

6.5. Consumables – clarinet reeds, violin and cello strings, guitar and ukulele strings and brass valve oil are all provided free of charge when necessary (brass valve oil will be held by the visiting Music Service teacher).

6.6. Instruments are monitored weekly by the visiting instrumental teacher. Pupils failing to bring their instrument to weekly lessons will be asked to leave it in school. This will be reviewed in consultation with the class teacher.

6.7. The Music Service member of staff will keep a record of which instrument has been assigned to each pupil (see section 8: Data Sharing) and must have written consent from the parent/carer for the instrument. The Music Service will provide a template letter – "Instrument Home" for the school to distribute to parents.

6.8. It is the responsibility of the pupil/parent/carer for the care and safe return of instruments at the end of the year.

7. reduction/cancellation of services BY THE SCHOOL

7.1. Any reduction in timings of WCIT or elective sessions are subject to the agreement of the Head of Music Service.

7.2. Full cancellation of WCIT services in year should be notified in writing to the Services For Education office. Cancellation of such services must be done observing a notice period of not less than half a term prior to termination.

7.3. Cancellation of the whole class introductory provision is non-refundable once the signed schedule has been received.

7.4. Refunds for cancelled services for electives provision will only be considered on a maximum of 50% of the

total electives services cost as outlined in the WCIT Service Level Agreement.

7.5. Subject to the provision outlined in 7.6; refunds for cancelled electives services will be refunded pro rata, calculated cumulatively as one 6th of the remaining package price for each remaining half term within the academic year.

7.6. Refunds will only be issued after the successful and complete collection of musical instruments allocated to that provision within the schedule of services. Missing instruments will be deducted from the calculated refund fee at their full economic replacement cost.

7.7. Services For Education will exercise discretionary powers where necessary when considering refunds beyond the terms and conditions outlined in 7.4 and 7.5.

8. DATA SHARING

8.1. WCIT is subsidised by DfE funding, allocated to Services For Education as Lead Organisation in the Birmingham Music Education Hub. Schools buying WCIT services will be required 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.

8.2. Services For Education accepts that, as a Data Controller, it is legally liable **for any unauthorised loss or disclosure of personal data that occurs once the information has been transferred by the teacher to it, and agrees that it shall and shall procure that any employees, agents and/or subcontractors/data processors that may process the Data on behalf of SFE shall process the Data provided under the terms of this agreement solely for the purposes** of determining which pupils access music service provision and undertake research and statistical analysis in order to report to the Arts Council England (ACE) a condition of the grant agreement, and for no other purpose, save where permitted by law including the Data Protection Act; and shall:-

8.2.1. comply with all applicable laws including the Privacy Laws;

8.2.2. comply with the following data requirements in respect of the Data:

(a) process the Data strictly in accordance with this Agreement;

(b) take reasonable steps to ensure the reliability of those of its employees, agents and subcontractors/data processors who may have access to the Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data and comply with the Privacy Laws;

(c) take all reasonable steps to investigate any alleged breaches of Services For Education's data security policy in respect of the information shared in accordance with this agreement;

(d) have, maintain and comply with the Data Security Obligations;

(e) not cause or permit the Data to be transferred outside the European Economic Area without ensuring compliance with the model clauses.

To the extent permitted to do so by applicable law, the Recipient shall notify the school of any

communications it receives from third parties relating to the Data which suggest non-compliance by the Donor, Recipient or any other person involved in this agreement with the Privacy Laws, including communications from data subjects and regulatory bodies in relation to the information provided under this agreement.

8.4. The Recipient accepts that it is restricted as to the uses of the Data it is permitted to undertake, as set out in s.33 of the Data Protection Act 1998, in so far as the Data :-

- 8.4.1. is to be used for research and/or statistical purposes only;
- 8.4.2. will not be used to support measures or decisions with respect to particular individuals;
- 8.4.3. is not processed in such a way that substantial damage or substantial distress is, likely or is to be, caused to any data subject; and
- 8.4.4. that the results of the research or any resulting statistics are not made available in which a form identifies data subjects or any of them.

9. OUR AGREED principles

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

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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. 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.

Services For Education

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.