

Terms & Conditions for Instrumental Lessons (including Online) Shropshire Music Service

These terms and conditions form the basis of the contract between Shropshire Music Service and Customers. Customers are subject to and agree to be bound by these terms and conditions.

Shropshire Music Service means non-profit-making organisation which provides the service. References to 'Shropshire Music Service'/'we'/'our' are to Shropshire Music Service.

Customer means any individual to whom Shropshire Music Service supplies tuition, this includes the parent/legal guardian of the Customer, where the Customer is under 18. References to 'you'/'your' are to the Customer.

Changes to Terms

Any changes to these terms are valid only if agreed between Shropshire Music Service and the Customer. We may update these terms and conditions by sending you an updated version or notifying you of minor changes. Should you choose not to accept these changes please notify us of your non-acceptance within 14 days of receipt. Shropshire Music Service is committed to maintaining consistency of service where possible. However, we reserve the right to change teachers or delivery mode for reasonable reasons e.g. retirement, absence. Customers therefore contract with us to provide lessons with any teachers in a range of locations. Where the teacher or location needs to change for any reason, we will notify the Customer accordingly.

Personal Data

Shropshire Music Service will use the Customer's name, address, telephone number, email address and payment details to process your booking. We will only use your personal data in accordance with our privacy policy which can be viewed here;

<https://www.shropshiremusicservice.org.uk/policy-downloads>

Enrolling for Lessons

To enrol for lessons, Customers should read this information and then return the online form at www.shropshiremusicservice.org.uk. The Music Service will then make contact to take payment before lessons can commence.

There are 34 'teaching weeks' during the academic year, but the actual number of lessons received will depend on the start date. Lessons are given mainly during the school day. Pupils are expected to attend all instrumental lessons during the teaching weeks. The lesson will usually take place at the same time each week.

Your child's details will remain on our database for the duration of lessons. Please refer to our Privacy Policy available on our website www.shropshiremusicservice.org.uk for more information.

Payment

Payment is due in advance each term. You will be sent an invoice at least six weeks in advance of the next term's lessons commencing. You can pay by debit/credit card over the telephone and our office team will contact you to do this once you have returned the relevant form.

Payment can also be made by visiting the Council website www.shropshire.gov.uk - click on "Pay" and select "School Music Service" from the drop down menu. Select "Invoice Issued by Shropshire Council Music Service" then follow the instructions. **Please use your child's name and school as the reference.**

Remission

Please contact us if you were previously receiving remission.

Refunds, Cancellations and Late Payments

Under the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#) you have the right to cancel your contract with Shropshire Music Service within 14 days of entering into the contract. Shropshire Music Service will refund to the Customer the cost of any lessons paid for but not received during the cancellation period.

In addition, the Customer has the right to cancel at any time during the year by giving Shropshire Music Service six weeks notice in writing . Written notification can be given by emailing admin@shropshiremusicservice.org.uk

Lessons can stop immediately but the Customer will still be charged the notice period. If the request for cancellation arises from the unsuitability of delivery then where possible, we will offer alternative modes of delivery. If all alternatives remain unsatisfactory then please note, we will still charge the full notice period.

If you cease to attend lessons but do not provide written notification of cancellation, you will continue to be charged for lessons. Shropshire Music Service is under no obligation to provide a refund in the event of customer absence or failure to attend a lesson, for example, due to ill-health, holidays, school trips. If Shropshire Music Service are unable to deliver any lessons for the Customer, a refund will be issued for lessons not provided.

Once an invoice for payment has been issued, two further reminders will be sent. If payment has not been received by the time the academic term starts, lessons will be delivered for up to a maximum of two weeks, at which point you will receive notification that where payment has not yet been made, lessons will be cancelled and the notice period will be applied.

What happens next

For lessons in school, the teacher will liaise with the relevant music co-ordinator or head of music to arrange lesson times, and your child will be informed. Timetables for the term are also displayed in school. Rotations are used in secondary schools where possible, to minimise the impact on other subjects.

In the unlikely event that the arrangements made for school delivery are unsuitable, lessons may be conducted at our music centre. Online lessons can also be offered.

For online lessons, your email address will be passed to the relevant teacher who will then contact you to arrange lesson times. The teacher will then schedule the lesson and you will receive a Zoom invitation via email.

Instrument Hire

Termly fees for instrument hire can be found here:

<https://www.shropshiremusicservice.org.uk/services/instrument-hire/>

The Customer is responsible for keeping the instrument in good order and for the cost of any repairs/replacement due to accidental damage or theft. The Customer is advised to insure the instrument with a specialist instrument insurance company: an instrument should never be left unattended in a vehicle or overnight away from home. Customers are expected to pay for consumables relating to the hired instrument e.g. cork grease, reeds, rosin.

In the event of cancellation or non-continuation of lessons, any loaned instrument must be returned to Shropshire Music Service within 14 days following the end of the lesson. In the event that the Customer fails to return the instrument within the agreed timescale, Shropshire Music Service will claim from the Customer the full market value of a replacement instrument.

Exclusion of liability

Shropshire Music Service does not accept any liability for loss or damage to Customers' instruments or personal possessions.

Safeguarding

Shropshire Music Service is committed to the highest standards in promoting the welfare of children and adults and protecting them from harm. All staff have enhanced DBS checks and are trained and properly supported in safeguarding procedures. In addition, we have a number of trained Designated Safeguarding Leads to whom confidential enquiries may be made. All staff are required to following the Safeguarding policy of Shropshire Council; further information can be found here; <http://www.safeguardingshropshireschildren.org.uk/>

Should a Customer have any concerns, please call our office on 01743 874145 and ask to speak to a Designated Safeguarding Lead.

GDPR and Privacy Information

For more details, including subject access requests and data deletion, please see our privacy policy, available on our website: www.shropshiremusicservice.org.uk

The information we collect may be used for organising events, emergency contact, applying for performing licenses or a BOPA. We will also keep you informed of relevant information for future events.

Information will only be passed to third parties in relation to specific events (an exam board, or relevant information to residential venues).

Occasionally Shropshire Music Service would like to take photographs / make a video recording of your child for promotional purposes. These images may appear in our printed publications, on our website, in the media or on all three.

We will not use the personal details or full names of any child or adult in an image. You can choose to give permission, or not, for this when completing the relevant sign-up form.

Complaints

If you are dissatisfied with any aspect of our service, please send your complaint in writing to admin@shropshiremusicservice.org.uk marked FAO: Head of Service. Any determination made by Shropshire Music Service arising from the terms shall be final.

If your complaint is not resolved by us, or if you remain dissatisfied, you may use the Online Dispute Resolution service. You are not obliged to use this service, and it does not affect any other rights or remedies that you may have.

Supplementary Terms and Conditions for Online Instrumental Lessons

By supplying Shropshire Music Service with your email address and requesting lessons for your child, you are agreeing to the following additional terms and conditions:

1. Online lessons were introduced as a temporary solution to the problems caused by the Covid-19 pandemic. They can be offered as a last resort if no suitable alternative form of delivery can be found.
2. Shropshire Music Service will pass the parent email to the relevant teacher who will then contact the parent to arrange lesson times.
3. Parents must be present when online lessons are being delivered. If it is not clear that a parent or carer is nearby, the lesson will not continue.
4. A suitable internet connection with audio and video hardware needs to be available. We are not able to provide any equipment or technical support.
5. The lesson will take place using only the 'Zoom' platform. It is free and readily available by searching the word zoom.
6. The lesson must take place in a communal area of the house.
7. Pupils must have their instruments and music ready.
8. Where possible they should have a music stand and a suitable chair if they usually use one.
9. Pupils must be fully dressed in appropriate clothes.
10. Zoom must be used for the lesson only. Any other enquiries should be directed to Shropshire music service at the following email address admin@shropshiremusicservice.org.uk
11. Lessons will, where possible, be delivered by the pupil's regular teacher. However, where this is not possible, an alternative teacher may be asked to deliver the lesson. This teacher will display his or her ID badge clearly.