

## **Music School Terms and Conditions**

**revised 6th September 2025**

These terms and conditions form the basis of the contract between SFE Ltd, trading as Services For Education, and You. You are subject to and agree to be bound by these terms and conditions. Sending payment is evidence of your acceptance of these terms and conditions.

**Your specific attention is drawn to clause 10 which sets out what Services For Education is and is not responsible for and clause 6 which sets out your cancellation rights.**

**Please note the contract you are entering into is for 12 months. Please refer to clause 2 and clause 4 for further details.**

**In these terms and conditions the following definitions apply:**

**Services For Education** means the charitable company SFE Ltd which provides the Music Service and its Music Schools. References to “SFE”/“we”/“our” are to Services For Education.

**You, Your** means the person who enters into the Contract with SFE for the provision of Tuition Services and where applicable instrument loan to the Student.

**Due Date** means the date outlined in any correspondence regarding payment or Re-booking.

**Lesson(s)** means the one to one 30-minute instrumental/vocal lessons to be provided by SFE Ltd to the Customer. Lessons can take place in one of the following formats:

- In-Person Lessons at a Music School venue
- Lessons that take place Online
- Flexi Lessons that are a mix of In-Person and Online

**Music School** means the venue at which the Lessons are provided.

**Price** means the charge for the Tuition Services as set out in the Terms and on our website. All charges are exempt from VAT.

<https://musicschool.servicesforeducation.co.uk/lesson-pricing/>

**Personal Data** means the information from which you can be identified, SFE collects or processes.

**Re-booking** means if the Customer wishes to continue with the Lessons beyond the initial twelve-month period agreed.

**Student** means the individual identified by you at the time the contract is entered into, to whom SFE is requested to supply tuition services.

**Teacher(s)** means any employee of SFE delivering music Lessons.

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

**Tuition Services** means the tuition services for the instrument identified by you at the time the contract is entered into, as may be agreed from time to time between the Teacher and the Student or the Teacher and you and delivered within the Lesson.

**Year** means the twelve-month period of Lessons the Customer has signed up to receive from SFE.

## 1. Changes to Terms and Tuition Services

1.1 Any changes to these Terms are valid only if agreed between SFE and you. From time to time we may update these Terms by sending you either an updated version or notification of minor changes. Should you choose not to accept these changes please notify us of your non-acceptance within 14 days of notification. Otherwise, the changes will take effect upon the expiry of the 14th day.

1.2 We can always make changes to Tuition Services to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements.

## 2. Booking Lessons - our Contract

2.1 Tuition Services are provided through 35 weekly, term-time Lessons of 30 minutes each. These are delivered as part of a rolling twelve-month programme from the time of booking. Please be aware that Lessons are not offered or delivered during August.

2.2 Lessons run in accordance with our published teaching weeks and closure dates. Teaching weeks and closure dates may be varied from Year to Year and details are available on the lesson and pricing page of our website:

<https://musicschool.servicesforeducation.co.uk/lesson-pricing/>

2.3 When signing up for Lessons, SFE will work with you to identify the day, time and venue availability for the tuition being sought. You will also be asked to indicate a preference for the format of the Lessons from the following options:

In-Person Lessons

Online Lessons

Flexi Lessons

Online lessons may not be suitable for all Students or instruments, and we will advise you on the best options.

### 2.4 For In-Person and Flexi Lessons

Where SFE are able to accommodate requests, an offer for Lessons will be made by email along with information about the payment process to be followed to secure the booking. This email will include a

Due Date by which the offer must be accepted and the booking secured. By paying for the Lessons offered you are entering into a contract on the basis of these Terms. Failure to provide payment of the Price in cleared funds to SFE by the Due Date will see the Lesson offer withdrawn and the allocated slot released. Should SFE be unable to accommodate a Tuition Services request, permission will be sought from you to retain your details so you can be kept informed about future availability.

### **2.5 For Online Lessons**

Where SFE are able to accommodate requests, you will be allocated a Teacher. Online Lesson times must then be agreed between the Teacher and you via email. Online Lessons may take place between 9.30am and 7.30pm Monday to Friday or between 9.30am and 5.00pm on Saturdays. Once the Lesson time has been agreed in principle, you will be emailed information about the payment process to be followed to secure the booking. By paying for the Lessons offered you are entering into a contract on the basis of these Terms. Our offer email will include a Due Date by which the offer must be accepted and payment made. Failure to provide payment of Price in cleared funds to SFE by the Due Date will see the Lesson offer withdrawn and the allocated slot released.

### **2.6 For all Lessons**

If you are a new customer and for all Lesson formats, once an initial payment for Lessons has been received, a welcome pack providing additional information ahead of the Student's first Lesson will be emailed to you. If you are undertaking Flexi and Online Only Lessons our '[SFE Music School Online Memorandum of Understanding](#)' which can be found [here](#) will also apply and forms part of these Terms.

2.7 Our educational ethos is to maintain the long term consistency of teachers and students. However, SFE reserves the right to change Teachers for reasonable reasons e.g. retirement, maternity, long term absence etc. You therefore contract with SFE to provide Lessons and not for specific Teachers.

Where SFE need to change the Teacher for any reason, you will be notified as soon as is reasonably possible.

## **3. Personal Data**

3.1 SFE will use your and the Student's (if different) name(s), address, telephone number, email address and payment details (your Personal Data) to fulfil our obligations under this contract and for other lawful purposes. We will only use Personal Data in accordance with our privacy notice which is available to view on our website at:

<https://servicesforeducation.co.uk/privacynotice>

3.2 Our privacy notice also contains details of what, how and why we process personal data and of your rights including to withdraw your consent, where the lawful basis for our processing is consent, to update your preferences, to request further information, and to make a complaint.

## **4. Re-Booking Lessons - No automatic renewal of the Contract**

4.1 In order to give existing customers priority to continue with their Lessons after the Year is complete,

SFE operates a re-booking system. This means that, unless you inform us that you either wish to change the venue, day, time, format or that you aren't intending to continue with the Lessons, you will be sent an email notification before you are due to finish, inviting you to renew your booking and the terms on which it is offered. This email will include a Due Date by which the offer must be accepted.

4.2 Should you fail to comply with the deadline we will not be able to guarantee your same lesson slot for the subsequent Year and your allocated lesson slot will be released and made available to others.

4.3 If you do not wish to be re-booked for a further Year you do not need to do anything as our contract will automatically expire after the last Lesson or Year (whichever comes first) but it would be helpful if you can tell us this as soon as possible. If you wish to change the venue, day or time, you must inform the office by the stated re-booking deadline. You can do this by phone (0121 366 9950), email (musicschool@servicesforeducation.co.uk).

## **5. Price and Payment Arrangements**

5.1 SFE's Tuition Services are passed on a programme of 35 Lessons in a twelve month period. We do not book individual Lessons. The Price for Tuition Services and any instrument loan is as set out on our website or as otherwise agreed in writing between us.

5.2 Payment is by equal monthly subscription and has to be made by you via an automatic recurring payment over the Year. The first monthly payment must be made by you at the point of securing your Lesson booking. Thereafter, a further 11 payments, are due and payable on the same date in each month of the Year. Further information and details about how to initiate the automatic recurring payment will be provided to the Customer during the booking process.

5.3 Payment can be made using either a credit or debit card, details of which are stored on a secure online payments system. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, you are agreeing to activation of the automatic recurring payment. Card details are not retained by SFE.

5.4 Please note recurring payments will be debited against the card details provided by you at the point of securing the Lesson booking. If for any reason a card payment should fail you will receive a notification email advising there has been a problem with the payment e.g. the card has expired. If card details change, or should you want to switch payment to another card, you can either manage subscription payment details within your SFE customer account or contact the office for assistance in making any required changes.

5.5 Once card payment has been received both SFE and you will receive email confirmation that the request has been processed successfully. You are always welcome to contact us should you be unsure of any details. Your legal rights are not affected.

5.6 If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## **6. Cancellations & Payment Adjustments**

6.1 This clause 6 applies to all formats of

6.2 You have the right to cancel this contract within 14 days without giving any reason.

6.3 The cancellation period will expire after 14 days from the day of the conclusion of the contract which will be the date on which you accept these Terms by making the first monthly payment.

6.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form at the end of these Terms, but it is not obligatory.

6.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6.6 If you cancel this contract within the 14 day period stated above, we will reimburse to you all payments received from you.

6.7 Subject to the clause 6.8, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.8 If you requested to begin the performance of Tuition Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract, we shall be entitled to deduct any amounts owed to us from any refund due to you under the paragraph above.

6.9 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

6.10 In addition, you have the right to cancel at any time during the Year by giving SFE at least 4 Lessons' notice in writing.

6.11 Written notification of cancellation should be given by email to [musicschool@servicesforeducation.co.uk](mailto:musicschool@servicesforeducation.co.uk)

6.12 Upon notification of cancellation you will be contacted and a financial reconciliation will be undertaken. You will then be notified of the dates of both the final lesson and the final payment to close the account.

6.13 If the Student ceases to attend Lessons but you do not provide written notification of cancellation, then You will continue to be charged for Lessons.

6.14 SFE is under no obligation to provide refunds in the event of Student absence or failure to attend a Lesson, for example due to sickness, holidays, school trips, exams, medical appointments or excessive traffic.

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6.15 In cases of bad/adverse weather, SFE will not refund missed Lessons where the Music School remains open and is safe and accessible and Teachers are available to teach or where the Lesson is being delivered online

6.16 If the Music School is closed, or a Teacher is unavailable to deliver a Lesson(s) for any reason, every effort will be made for the Lesson(s) to be rearranged at a later date. There are contingency dates in the calendar for catch-up lessons.

6.17 If SFE are unable to deliver the full 35 Lessons for the Student within the Year, an agreed adjustment or suspension of payments will be arranged to reflect the Lessons that have not been delivered.

6.18 If SFE's supply of the Tuition Services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial (meaning it will last for more than 3 months (not taking into account August as no Lessons are delivered in August in any event)) you can contact the office. You can do this by phone (0121 366 9950), email ([musicschool@servicesforeducation.co.uk](mailto:musicschool@servicesforeducation.co.uk)) to end the contract and receive a refund for any Lessons you have paid for in advance, but not received.

6.19 SFE can end the contract with you if you do not make any payment to us when it is due and you still do not make payment within 7 days of our reminding you that payment is due.

## **7. Online Lessons**

### **Guidance for all Online Lessons**

7.1 Lessons held online will take place on the Office 365 platform, using the Meetings function of the (free) Microsoft Teams App (the App), available for iOS, Android and PC/Laptop

<https://www.microsoft.com/en-gb/microsoft-365/microsoft-teams/download-app>

7.2 The App must be downloaded onto a suitable device and used by an adult, using an adult's email

7.3 If the Student is a child under 18 years of age:

7.3.1 Lessons will only be scheduled with the consent of an adult. Consent is to be confirmed by agreeing to the terms of the 'SFE Music School Online Memorandum of Understanding' document at the time of booking a Flexi or Online Only Lesson.

7.3.2 An appropriate communal household space must be used for the lesson, such as a living room.

7.3.3 If the Student is a child of primary school age, an adult must accept and acknowledge the video call and be present at all times (they don't have to be completely in shot) and the adult must end the call.

7.4 If the Student is a child of secondary school age, an adult must accept and acknowledge the video call.

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7.5 If there is no adult present in the home, or the Lesson is taking place in an unsuitable room, the Lesson will not continue. No refund will be provided for the Lesson in these

7.6 Student progress will be tracked and Students are still expected to complete learning journal entries.

7.7 You are responsible for the supply of a suitable device with camera, microphone and speakers, and all connectivity and internet charges associated with using the device and the App. You are responsible for compliance with any terms and conditions associated with the download and your use of the App, which is a separate contract between you and the App provider.

### **Notice period for rearranging Online Lessons**

7.8 Where Students are partaking in Online and Flexi Lessons you have the ability to rearrange an Online Lesson by providing a minimum of 24 hours' notice prior to the Lesson required to be rearranged via email to the Student's Teacher. SFE will then endeavour to rearrange the Lesson. If the Lesson cannot be rearranged, the Lesson will be cancelled without

7.9 Where less than 24 hours' notice is provided of the need to rearrange a Lesson, SFE will seek to rearrange the Lesson if Where the Lesson cannot be rearranged, you will still be charged the full price for the Lesson.

## **8. Complaints and resolving disputes**

8.1 SFE will perform the Tuition Services with reasonable skill and care. Students will obtain the most out of the Tuition Services where they spend appropriate time practising. We do not guarantee any level of improvement as this is wholly dependent on the Student practising the skills and techniques that they are taught.

8.2 If you are dissatisfied with any aspect of the Lessons, level of customer service or our performance of this agreement, please send your complaint in writing to the Head of Music School by post or by email (see above)..

8.3 You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **9. Provision of Instruments**

9.1 Unless we agree otherwise you are responsible for provision of the correct instrument to the Student in order for them to receive the Tuition Services. We do not provide Drum Kits.

9.2 Where we agree to loan an instrument to a Student, the instrument will be a standard student model instrument and any loan is wholly dependent on your and the Student's compliance with the following conditions:

9.2.1 The instrument is and remains the property of SFE.

9.2.2 It is only loaned to a Student receiving Lessons from a SFE Teacher attending a SFE Music School, and only subject to availability.

9.2.3 Neither you nor the Student must part with control of, sell or offer for sale, underlet or lend the instrument or allow the creation of any charge, lien or security interest in respect of the instrument.

9.2.4 The instrument must be returned to us immediately on request. You are responsible for the costs of return. It must be returned in the same condition (subject to fair wear and tear) that it was loaned to you in with all cases and accessories provided.

9.2.5 You are responsible for maintaining the instrument , any case and accessories and ensuring that it is kept in a suitable environment.

9.2.6 You and the Student are responsible for using the instrument in accordance with any manufacturer's instructions and any instructions provided by the Teacher.

9.2.7 You and the Student must not make any alteration to the instrument or remove any existing component.

9.3 You acknowledge that SFE shall not be responsible for any loss of or damage to the instrument arising out of or in connection with any negligence, misuse, mishandling of the instrument or otherwise caused by you or the Student.

9.4 The purpose of our instrument loan scheme is to allow Students to access musical instruments without the burden of cost in the initial stages of their In order that SFE can keep providing these instruments for beginners we cannot offer indefinite loan. The free loan of a standard student model instrument is offered, where possible, for the first Year; any extension to the loan period is agreed at the discretion of the Music School and subject to availability of instruments.

9.5 Repairs for general wear and tear will be assessed, paid for and undertaken by SFE. Repairs advice must be sought from the Teacher before taking any action. SFE will not be liable for the cost of repairs undertaken without prior approval from SFE.

9.6 You are responsible for insuring the instrument on loan against loss, theft or damage. We strongly advise you check that your household policy includes cover for instruments and if necessary, add it specifically to the policy. An instrument should never be left unattended in a vehicle.

9.7 You are responsible for the cost of general consumables such as replacement strings, rosin, reeds and cork grease (woodwind instruments), valve oil and slide cream (brass instruments) and adapters (keyboards). Such items are not provided under these

9.8 In the event of cancellation, or non-continuation of Lessons, any loan instrument must be returned by you to the Music School Teacher within 14 days after the end of your Lessons. In the event that you fail to return the loan instrument within the agreed timescale, SFE will be entitled to charge you for the full market value of a replacement instrument of similar specifications.

9.9 In the event that the instrument is damaged in circumstances, which in the reasonable opinion of SFE,

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are not fair wear or tear, or the instrument is lost or stolen SFE will be entitled to charge you for the full market value of a replacement instrument of similar specifications.

### **10. What we are and are not responsible for**

10.1 SFE does not accept liability for loss or damage to Student's instruments or personal possessions. It is your responsibility to arrange appropriate insurance for these items.

10.2 We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

10.2.1 Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

10.2.2 Caused by a delaying event outside our control. As long as we have taken the steps set out in these Terms We're not responsible for delays outside our control.

10.2.3 Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

10.3 To the extent that you use the Tuition Services for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the Tuition Services in the Year and all claims for loss of profit or indirect or consequential loss are wholly excluded.

### **11. Behaviour**

You and the Student and any other attendees you are responsible for are expected to behave in a responsible and courteous manner within the Music School at all times and to attend Lessons regularly. Poor attendance, disruptive or anti-social behaviour may result in us cancelling the contract and withdrawing Tuition Services with immediate effect. No refunds will be issued in such circumstances.

### **12. Teachers**

12.1 All Teachers are trained and subject to SFE's safeguarding and employment

12.2 SFE monitors quality and provides continuing professional development for all staff. Observation of Teachers' work for routine performance management and Quality Assurance may take place during any This is non-intrusive to the Lesson content, pace or flow.

### **13. Safeguarding**

13.1 SFE is committed to the highest standards in promoting the welfare of children and adults and protecting them from harm at all times.

13.2 SFE is committed to:

13.2.1 Protecting children and adults who receive our services

13.2.2 Ensuring that all members of staff are properly trained and supported in safeguarding

13.3 Ensuring that all Teachers and staff have enhanced DBS clearance checks

13.4 All staff have a responsibility to provide a safe environment in which individuals can learn. We recognise that some children, young people and adults may become the victims of neglect, physical, sexual or emotional abuse and that Services For Education staff, by virtue of their knowledge and contact with these individuals, are well placed to identify and report such abuse so individuals may be effectively supported as

13.5 All staff are required to follow the SFE's safeguarding policy which is in line with Birmingham Safeguarding Children Partnership Safeguarding Procedures. In addition, all SFE staff have access to appropriate training and briefings on a regular basis. To follow correct procedures is a statutory requirement, and failure to do so will be treated as gross misconduct.

13.6 SFE has a number of trained Designated Safeguarding Leads (DSLs) to whom confidential enquiries relating to safeguarding may be made.

13.7 Should you have any concerns about an individual attending our Music Schools, please call the office on 0121 366 9950 and ask to speak to the Head of Music School or another DSL.

## **14. Supervision**

14.1 An indoor waiting area is not provided at Music School venues but if arriving by car, appropriate adults may remain in the car park, or come to an agreement with Teachers about accompanying the Student into the lesson room in exceptional circumstances. SFE only accepts responsibility for children/young people during actual Lesson. At all other times, responsibility lies with the parents/guardians.

14.2 Teachers are not responsible for escorting children/young people to/from Lessons.

## **15. Resources**

You may be required to purchase music books/scores and any relevant accessories as required to support the Student's learning. As individual learning requirements are different please speak to your Teacher about any additional support materials that you may need. Your contract for the purchase of such resources will be a separate contract with the supplier you choose to purchase those resources from.

## **16. Examinations**

16.1 SFE runs an annual programme of external examinations with ABRSM, Trinity, LCM and Rockschool.

16.2 Your Teacher will advise on the appropriate time and level of examination should the Student wish to pursue formal instrumental/vocal attainment. You are expected to pay any examination fees and to make arrangements for accompanists, as appropriate.

## **17. Music School Concerts**

From time to time, the SFE Music School will organise informal or formal concerts to celebrate success and progress as well as facilitating the opportunity to gain essential performance experience. Taking part in a concert of this kind with the Teacher's support would be in the place of a Lesson for that week.

## **18. Other Important Terms**

18.1 You can only transfer your contract with us to someone else if we agree to this. We may not agree if you are seeking to change the identity of the Student.

18.2 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce and neither of us will need to ask anybody else to sign-off on ending or changing it.

18.3 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

18.4 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

### **Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, E-MAIL ADDRESS]:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*,

Ordered on [\*/received on [\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate