

# Services For Education

## MUSIC SCHOOL TERMS AND CONDITIONS - August 2019

These terms and conditions form the basis of the contract between S4E Ltd, trading as Services For Education, and Customers. Customers are subject to and agree to be bound by these terms and conditions.

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

**Services For Education** means the charitable company S4E Ltd which provides the Music Service and its music schools. References to "S4E"/"we"/"our" are to Services For Education.

**Customer** means any individual to whom S4E Ltd supplies tuition at its music schools. "Customer" includes the parent/legal guardian of the Customer where the Customer is under the age of 18. References to "you"/"your" are to the Customer.

**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 S4E Ltd to the Customer.

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

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

<https://www.sfemusic.co.uk/lessons-and-pricing/>.

**Personal Data** means the information Services For Education collects from the Customer to be able to provide its services.

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

**Teacher(s)** means any employee of Services For Education delivering music Lessons.

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

**Year** means the twelve month period of Lessons the Customer has signed up to receive from Services For Education.

### Changes to Terms

Any changes to these Terms are valid only if agreed between S4E Ltd and the Customer. From time to time we may update these terms and conditions 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.

### Booking Your Lessons

Specialist one to one instrumental/vocal tuition is provided through 33 weekly 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 no Lessons are offered or delivered during August.

Lessons run in accordance with our published teaching weeks and closure dates. All teaching weeks and closure dates are available on the lesson and pricing page of our website:

<https://www.sfemusic.co.uk/lessons-and-pricing/>

When signing up for Lessons, Services For Education will work with the Customer to identify the day, time and venue availability for the instrument being sought. Where Services For Education are able to accommodate requests an offer for Lessons will be made by email along with information about the payment process that needs to be followed to secure the booking. This email will include a Due Date by which the offer needs to be accepted and secured. Failure to comply with the Due Date will see the lesson offer withdrawn and the allocated slot released. Should Services For Education be unable to accommodate a tuition request, permission will be sought from the Customer to retain your details so they can be kept informed about future availability.

In the case of new Customers, once initial payment for Lessons has been received, a welcome pack providing additional information ahead of your first Lesson will be emailed to you.

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

Where Services For Education need to change the Teacher for any reason, the Customer will be notified accordingly.

### Personal Data

Services For Education will use the Customer's name(s), address, telephone number, email address and payment details (your Personal Data) to process your booking. We will only use your Personal Data in accordance with our privacy notice which is available to view on our website at:

<https://www.servicesforeducation.co.uk/privacy-notice/>

Our privacy notice also contains details of your right to withdraw your consent, to update your preferences, to request further information, and to make a complaint.

### Re-Booking Lessons

In order to give existing Customers priority to continue with their Lessons, Services For Education operates a re-booking system. This means that, unless you inform us that you either wish to change the venue, day, time or that you aren't intending to continue with the Lessons, you will be sent an email notification at least 4 lessons 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 needs to be accepted.

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

If you do not wish to be re-booked for the next Year of Lessons or wish to change the venue, day or time, it is vital that you inform

the office by the stated re-booking deadline.

You can do this by phone (0121 366 9953), email ([musicschool@servicesforeducation.co.uk](mailto:musicschool@servicesforeducation.co.uk)) or post.

Holt Street  
Birmingham  
B7 4AX

### Price and Payment Arrangements

All Lessons are charged at £19.00 per Lesson.

Music tuition provided as part of Services For Education's music schools can only be booked as a rolling twelve month programme of 33 lessons at a total cost of £627. Customers are not permitted to book individual Lessons.

Payment is by monthly subscription and made by the Customer via an automatic recurring payment of £52.25 a month for a twelve month period. The first payment of £52.25 is to be made by the Customer at the point of securing their Lesson booking. Thereafter, a further 11 payments, each of £52.25, will be scheduled for 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.

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.

Please note recurring payments will be debited against the card details provided by the Customer at the point of securing the Lesson booking. If for any reason a card payment should fail the Customer 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 Services For Education Customer account or contact the office for assistance in making any required changes.

Once card payment has been received both Services For Education and the Customer 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.

If the lessons are being paid for by someone other than yourself, you are responsible for informing that person of our payment policies, deadlines etc., and relaying any communication with regard to re-booking or payments of any sort.

### Refunds and Cancellations

You may cancel your contract with Services For Education within 14 days of receiving your first Lesson; you may also cancel within 14 days of any re-booking (the "Cancellation Period"). Services For Education 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 of your agreement by giving Services For Education at least 4 Lesson's notice in writing.

Written notification can be given by letter or using the Cancellation Form below and sent by post to:

Services For Education  
Unit 3 Holt Court

August 2019

or by email: [musicschool@servicesforeducation.co.uk](mailto:musicschool@servicesforeducation.co.uk)

If you cease to attend Lessons but do not provide written notification of cancellation, you will continue to be charged for Lessons as normal.

Services For Education is under no obligation to provide a refund in the event of Customer absence or failure to attend a Lesson, for example due to sickness, holidays, school trips, exams, medical appointments or excessive traffic.

In cases of bad/adverse weather, Services For Education will not refund missed Lessons where the Music School remains open and is safe and accessible and Services For Education staff are available to teach.

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. Refunds will only be issued by Services For Education if a Teacher is unable to make up the Lesson(s).

If Services For Education are unable to deliver the full 33 Lessons for the Customer within the agreed twelve month period, a refund will be issued for any Lessons not provided.

### Complaints

If you are dissatisfied with any aspect of the Lessons, level of customer service or our performance of this agreement, please set out your complaint in writing to the Head of Music School by post or by email (see above). Any determination made by Services For Education 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 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\\_s\\_how](https://ec.europa.eu/consumers/odr/main/?event=main.home2_s_how)

### Conditions for Instrument Loan

Standard student model instruments can only be loaned to a Customer receiving Lessons from a Services For Education Teacher attending a Services For Education Music School.

Typically our instrument loan scheme is for the purpose of allowing Customers to access musical instruments without the burden of cost in the initial stages of their learning. In order that Services For Education 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.

Repairs for general wear and tear will be assessed, paid for and undertaken by Services For Education. Repairs advice must be sought from the Teacher before taking any action. Services For Education

will not be liable for the cost of repairs undertaken without prior approval from Services For Education.

All instruments must be maintained by the Customer and must be returned in the same condition that they were received.

Customers are liable to insure the instrument on loan. 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 or overnight away from home.

Customers are expected to pay for 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 Terms.

In the event of cancellation, or non-continuation of lessons, any loan instrument must be returned by the Customer to their Music School Teacher no more than 14 days after the end of your Lessons. In the event that the Customer fails to return the loan instrument within the agreed timescale, Services For Education will claim from the Customer the full market value of a replacement instrument.

### Exclusion of Liability

Services For Education does not accept liability for loss or damage to Customers' instruments or personal possessions. It is your responsibility to arrange appropriate insurance for these items.

### Behaviour

All Customers 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 tuition being withdrawn with immediate effect. No refunds will be issued in such circumstances.

### Teachers

All Teachers are highly qualified and subject to Services For Education's rigorous safeguarding and employment checks.

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

### Safeguarding

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

Services For Education is committed to:

- Protecting children and adults who receive our services;
- Ensuring that all members of staff are properly trained and supported in safeguarding;
- Ensuring that all Teachers and staff have enhanced DBS clearance checks.

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 be 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 appropriate.

All staff are required to follow the Services For Education safeguarding policy which is in line with Birmingham Safeguarding Children Partnership Safeguarding Procedures. In addition, all Services For Education 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.

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

Should a Customer have any concerns about an individual attending our Music Schools, please call the office on 0121 366 9953 and ask to speak to the Head of Music School or a DSL.

### Supervision

A waiting room is provided at the Music School should parents wish to remain onsite during Lessons. This waiting area is not staffed. Services For Education only accepts responsibility for children/young people during actual Lesson time. At all other times, responsibility lies with the parents/guardians.

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

### Advanced Instruments

Where a standard model instrument is not suitable for the Customer, you will be required to provide a more advanced instrument yourself.

### Resources

Customers may be required to purchase music books/scores and any relevant accessories as required to support their learning. As individual learning requirements are different please speak to your Teacher about any additional support materials that you may need.

### Examinations

Services For Education runs an annual programme of external examinations with ABRSM, Trinity, LCM and RockschooL.

Your Teacher will advise on the appropriate time and level of examination should you wish to pursue formal instrumental/ vocal attainment.

Customers are expected to pay any examination fees and to make arrangements for accompanists, as appropriate.

## NOTICE OF CANCELLATION

To: Services For Education, Unit 3 Holt Court, Holt Street, Birmingham, B7 4AX

I/we give notice that I/we wish to cancel the booking made with you for:

Name of student: .....

Name of teacher(s): .....

Instrument/lessons taken: .....

Signature: .....

Name: .....

Date: .....

This form may be sent by post to the address above, or by email to [musicschool@servicesforeducation.co.uk](mailto:musicschool@servicesforeducation.co.uk)