

Services For Education

MUSIC SCHOOL TERMS AND CONDITIONS

Revised 18th June, comes into effect from 1st September 2020

These terms and conditions form the basis of the contract between Services For Education Ltd, 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 Services For Education Ltd which provides the Music Service and its Music Schools. References to "Services For Education"/"we"/"our" are to Services For Education.

Customer means any individual to whom Services For Education 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 Services For Education Ltd to the Customer. Lessons can take place in one of the following formats:

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

Music School(s) 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 about you 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.

1. Changes to Terms

Any changes to these Terms are valid only if agreed between Services For Education 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 upon the expiry of the 14th day

2. Booking Lessons

Specialist one to one instrumental/vocal tuition is provided through 36 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 Lessons are not 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. Customers will also be asked to indicate a preference for the format of the Lessons from the following options:

- a) In-Person Lessons;
- b) Online Lessons; or
- c) Flexi Lessons (a combination of In-Person and Online)

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

2.1 For In-Person and Flexi Lessons

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 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. Failure to adhere to 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.

2.2 For Online Lessons

Where Services For Education are able to accommodate requests, the Customer will be allocated a Teacher. Online Lesson times must then be agreed between the Teacher and the Customer 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, the Customer will be emailed 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. Failure to comply with the Due Date will see the lesson offer withdrawn and the allocated slot released.

2.2 For all Lessons

In the case of new Customers for all Lesson formats, once an initial payment for Lessons has been received, a welcome pack providing additional information ahead of your first Lesson will be emailed to you. Customers undertaking Combination and Online Only Lessons will also receive the

'SFE Music School Online Memorandum of Understanding' document, which forms part of these Terms and Conditions.

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.

3. 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://servicesforeducation.co.uk/privacynotice>

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.

4. 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, format 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 must be accepted.

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.

If you do not wish to be re-booked for a further Year or 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 9953), email (musicschool@servicesforeducation.co.uk) or post.

5. Price and Payment Arrangements

The Price of a Lesson is £19.00.

Music tuition provided as part of Services For Education's Music Schools is based on the model of a rolling twelve month programme of 36 Lessons at a total cost of £684 per annum. Customers are not permitted to book individual Lessons.

Payment is by monthly subscription and made by the Customer via an automatic recurring payment of £57.00 a month for a twelve month period. The first payment of £57.00 is to be made by the Customer at the point of securing their Lesson booking. Thereafter, a further 11 payments, each of £57, 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. Card details are not retained by Services For Education.

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 You, you are responsible for informing that person of our payment policies and deadlines and for relaying any communication with regard to re-booking or payments of any sort.

6. Refunds and Cancellations

This clause applies to all formats of Lessons.

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 by giving Services For Education at least 4 Lessons' 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
Holt Street
Birmingham B7 4AX

or email: 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.

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. There are contingency dates in the Calendar for catch-up lessons. 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 36 Lessons for the Customer within the Year, a refund will be issued for any Lessons not provided.

7. Online Lessons

7.1 Guidance for all Online Lessons

The following guidance applies to both Flexi and Online Lessons. Customers will also be provided with the 'SFE Music School Online Memorandum of Understanding' document, which forms part of these Terms and Conditions.

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 devices.

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

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

If the pupil is a child under 18 years of age:

- 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 Combination or Online Only Lesson.
- An appropriate communal household space must be used for the lesson, such as a living room.
- If the pupil 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.
- If the pupil is a child of secondary school age, an adult must accept and acknowledge the video call.
- 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 circumstances.

Pupil progress will be tracked and pupils are still expected to complete practice diary entries.

7.2 Notice period for rearranging Online and Online Flexi Lessons

Customers partaking in Online and Flexi Lessons 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 your Teacher. Services For Education will then endeavour to rearrange the Lesson. If the Lesson cannot be rearranged, the Lesson will be cancelled without charge.

Where less than 24 hours' notice is provided of the need to rearrange a Lesson, Services For Education will seek to rearrange the Lesson if possible. Where the Lesson cannot be rearranged, the Customer will still be charged the full price for the Lesson.

8. Complaints

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). 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>

9. 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.

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

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 within 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.

10. 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.

11. 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.

12. Teachers

All Teachers are highly qualified, trained 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.

13. 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 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 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 another DSL.

14. Supervision

A waiting area is provided at Music School venues 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.

15. 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.

16. 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.

17. Music School Concerts

From time to time, the Music School will organise informal 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.

NOTICE OF CANCELLATION

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

Email: musicschool@servicesforeducation.co.uk

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