



# Whole Class Instrumental Tuition Terms & Conditions

## Academic Year 2021/22

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## Introduction

**Leicestershire** Music is the lead partner for the Leicestershire Music Hub and serves both Leicester City and Leicestershire local authority areas. The **Leicestershire** Music Hub is a dynamic partnership consisting of local and national music organisations all working together to improve the quality and opportunities for Music making in Leicester and Leicestershire.

The Department for Education's National Plan for Music Education contains four core roles for Music Education Hubs to deliver. Core role one states that Hubs must, "Ensure that every child aged 5-18 has the opportunity to learn a musical instrument (other than voice) through whole-class instrumental teaching programmes for ideally a year (but for a minimum of a term) of weekly tuition on the same instrument".

The Whole Class Instrumental Tuition programme is subsidised through the funding that the Hub receives from the DfE enabling **Leicestershire** Music to keep the cost of the programme to a minimum.

***“Enriching & Connecting  
your World through Life  
Changing Musical  
Experiences”***

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**ARTS COUNCIL  
ENGLAND**

**LEICESTERSHIRE  
MUSIC  
HUB**



**Leicestershire  
County Council**



**Leicestershire  
Traded Services**

# Terms and Conditions

These are the terms and conditions which both **Leicestershire Music** and the School agree to when **Leicestershire Music** provides Whole Class Ensemble Tuition to the School.

## Definitions

**Data Controller** has the meaning set out under Data Protection Legislation

**Data Processor** has the meaning set out under Data Protection Legislation

**Data Protection Legislation** means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK including the Data Protection Act 2018 and then any successor legislation to the GDPR

**Data Subject** has the meaning set out in Data Protection Legislation

**Music Leader** refers to the member of **Leicestershire Music** staff delivering the instrumental tuition within the school

**Personal Data:** has the meaning set out under Data Protection Legislation

**The School** refers to the establishment where the Whole Class Instrumental Tuition programme is being delivered

**WCIT** refers to Whole Class Instrumental Tuition

## 1. Leicestershire Music will:

1.1. Provide weekly instrument tuition to the whole class (referred to as WCIT) for a minimum of 10 weeks per term (where term length allows).

1.1.1. For those purchasing 3 term projects this will be for a minimum of 32 weeks of the Academic Year.

1.1.2. In some cases, a School may receive more than 32 weeks of tuition, however any additional lessons above 32 that are delivered will not be charged for.

1.1.3. Failure by **Leicestershire** Music to deliver 32 weeks of lessons, through no fault of the school, will be eligible for a discount, upon request

1.1.3.1. The discount will be applied to each of the weeks below the 32-week threshold that have not been delivered, pro-rated.

1.2. Deliver lessons that will last for 45 minutes, unless otherwise notified.

1.3. Where Half or Full Day Packages have been purchased, discuss arrangements at the beginning of the year with the school (via the Music Leader) regarding how the units of time purchased will be utilised.

1.3.1. For example, a morning half day package equates to 9 units, which is equivalent to 3 x 45-minute lessons.

1.3.2. Full Day packages equate to a maximum of 5 WCIT's delivered over the day.

1.3.3. After School Clubs will run for a maximum of 30 minutes and it is anticipated that they will start within 15 minutes of the end of the school day.

1.4. Provide the School with a teaching calendar showing the dates when teaching will take place.

1.4.1. There will be times during the Academic Year when **Leicestershire** Music will not deliver any tuition due to staff training or Events weeks etc. These will be indicated on the teaching calendar.

1.5. Where possible, provide an alternative Music Leader to cover lessons when the regular Music Leader is unable to deliver a lesson through illness, for example.

1.5.1. If cover is not available **Leicestershire** Music will contact the School as soon as possible to inform them of the missed lesson(s) for that day.

1.5.1.1. We will aim to notify any affected School's by 9.30 a.m. of the day of the lesson (or as soon as we are made aware), that there will be cancellations that day.

1.6. Loan instruments to the School to enable each child in the class to participate in the WCIT.

1.6.1. **Leicestershire** Music will also loan additional instruments to allow the classroom teacher to learn alongside the children for the duration of the project.

1.6.1.1. All loaned instruments remain the property of **Leicestershire** Music at all times.

1.7. Ensure that all members of staff are regularly and appropriately trained in safeguarding procedures and also carry out regular DBS checks on staff working with pupils.

1.8. Provide opportunities for the children participating in a WCIT programme to perform to others wherever possible.

1.9. Invoice the School via termly invoices towards the end of each term.

1.9.1. Termly invoices will be calculated by dividing the total programme cost by the number of terms being delivered

1.9.2. Alternatively, invoices can be raised in one instalment upon request.

## 2. The Music Leader will not:

2.1. Provide break time cover or any other classroom / school-based tasks other than delivery of a music lesson.

## 3. The School will:

3.1. Upon request, complete a short data return survey regarding participation levels in order to assist **Leicestershire** Music Hub in its grant conditions, (to complete an annual data return to the Department of Education via Arts Council England).

3.2. Provide **Leicestershire** Music staff with a list of Pupil's names, for the purpose of teaching them.

3.3. Provide a suitable room for the lesson to take place, and move any furniture as required prior to the lesson starting so that children are able to fully participate for the entire lesson.

3.4. Where available, provide an interactive white board for the Music Leader to use or alternatively a white board, projector as well as sound equipment to allow the Music Leader to play sounds and tracks during the lesson.

3.5. Provide classroom support from a member of teaching staff to assist the Music Leader with classroom management during each WCIT lesson and to learn alongside the children as a positive role model.

3.6. Notify the **Leicestershire** Music member of staff as soon as possible if lessons are unable to take place any week, for example due to school trips or SATS exams etc.

3.6.1. Note, where possible **Leicestershire** Music will try to rearrange missed lessons; however, this may not always be possible.

3.6.2. If lessons are unable to be rearranged and the number of lessons fall below 32 because of school's cancelling **Leicestershire** Music are not obliged to provide a discount for the missed lesson(s).

3.7. Allow Music Leaders access to the Schools facilities, including toilets and staff room, particularly if there are multiple lessons taking place at the School before and after break times.

- 3.8. Encourage all participating pupils to practice playing their instrument in between WCIT sessions.
- 3.9. At the end of the first year promote and publicise continuation classes or progression opportunities for pupils, so that the children can continue learning the instrument into a second year and beyond if they so wish.
- 3.10. Allow **Leicestershire** Music reasonable access to collect any instruments that are to be returned at the end of the year, and will provide **Leicestershire** Music with a direct contact number for the Premises Officer to allow for a collection to take place outside of term time.
- 3.11. Signpost Parents to **Leicestershire** Music through school newsletters or through providing a link on the school website to the **Leicestershire** Music website [www.leicestershiremusic.org](http://www.leicestershiremusic.org) so that parents & carers can find out further information on music education opportunities for their child.
- 3.12. Where instruments are being taken home by pupils between lessons provide parents and carers with details of how to register the instrument for insurance purposes.
- 3.12.1. Take responsibility for ensuring that all loaned instruments are returned to the School at the end of the academic year or end of the WCIT teaching programme, in time for collection by **Leicestershire** Music.
- 3.13. Ensure that invoices are paid with 14 days of receipt.

## 4. Cancellation Notice

- 4.1 If either party wishes to terminate this agreement before the end of the academic year written notice must be given at least half a term in advance indicating their intention to end the contract early.
- 4.2 Where a contract is ended early by the school an invoice will be raised for the entire length of the term. If, however **Leicestershire** Music cancel the contract early **Leicestershire** Music will raise an invoice for the number of weeks that lessons had been delivered only.

## 5. Data Protection

5.1 The Music Service and the School acknowledge that each Party is individually a Data Controller in respect of any Personal Data processed by it and each agrees to comply with its obligations under Data Protection Legislation accordingly.

5.2 In the event that one Party wishes to exchange Personal Data with the other Party then that Party (the requesting Party) shall make a written request to the other Party setting out why it considers such a transfer to be compliant with Data Protection Legislation. It shall be for the other Party to determine whether it is willing to exchange such data in accordance with its obligations under Data Protection Legislation. The Parties will where possible in order to facilitate the exchange of information anonymise or aggregate such information to the degree that it does not identify any individual. The Parties may agree additional terms or conditions upon which such data is to be shared.

5.3 The School shall and shall procure that any of its Staff and agents involved in the provision of the Agreement and any sub-contractor shall comply with their obligations under Data Protection Legislation and shall enter into appropriate arrangements with third parties.

5.4 Upon the termination or expiry of the Agreement each Party shall ensure that all Personal Data held by it shall be up-to-date and accurate. Where it is necessary in order for the efficient transition of services to the other Party or to a third party to be achieved then the transferring Party shall, having first satisfied itself that such transfer is compliant with all laws, transfer current and required Personal Data to the other party or to the third party in a secure manner and shall take all reasonable steps, at its own cost, to provide the Personal Data in a usable and compatible format.

5.5 Historical personal data shall be retained by the School in accordance with legal retention requirements. Personal Data which cannot be lawfully retained shall be securely deleted in accordance with Data Protection Legislation and Good Industry Practice.

5.6 For the avoidance of doubt, it is stated here that neither Party is a Data Processor on behalf of the other Party in furtherance of their obligations under this Agreement. In the event it is established at any time during this Agreement that Personal Data is to be processed by the School under this Agreement on behalf of the Music Service then the School shall immediately

enter into a Data Processing Agreement with Leicestershire County Council on reasonable terms to be determined by the Council to ensure full compliance with Data Protection Legislation

5.7 Failure by the School to enter into a Data Processing Agreement in accordance with clause 5.6 shall be deemed a material breach which shall entitle the Music Service to immediately terminate the Agreement without consequence or any liability under this Agreement;

5.8 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

**Signed on behalf of Leicestershire Music**

	
<b>Signature</b>	<b>Signature</b>
CHRIS BALE	
<b>Name in Capitals</b>	<b>Name in Capitals</b>
Business & Operations Manager	
<b>Position</b>	<b>Position</b>
<b>Signed on behalf of Leicestershire Music</b>	Signed on behalf of The School