

Classroom Instrumental Learning (CIL)

Terms & Conditions

Academic Year
2026/27

Terms and Conditions

These are the terms and conditions which both **Leicestershire Music** and the School agree to when **Leicestershire Music** provides Classroom Instrumental Learning to the School.

Definitions

Classroom Instrumental Learning (CIL) this is the new name for Whole Class Instrumental Teaching (WCIT), (as referred to in the National Plan for Music Education, 2022).

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 Classroom Instrumental Learning (Whole Class Instrumental Tuition) programme is being delivered

Leicestershire Music will:

- 1.1. Provide weekly instrumental tuition to a form group/class of pupils (referred to as CIL).
 - 1.1.1. Tuition will be for a minimum of 10 weeks per term (where term length allows). For those purchasing 3 term projects this will be for a minimum of 31 weeks of the Academic Year.
 - 1.1.1.1. Tuition in term 1 (Autumn Term) will include the first week as a new 'Headstart' week. This week is designed for pupils who would benefit from this additional week of teaching, allowing them to experience the instrument, be introduced to the teacher and become familiar with what is happening before the whole class joins in week 2.
 - 1.1.1.2. Tuition in term 1 (Autumn Term) will include an opportunity in week 4 for parents/ carers to into the classroom (where practicable) to see firsthand how the school and LM are supporting their child's musical development.
 - 1.1.1.3. Week 11 of term 1 (Autumn Term) will be a celebration lesson, enabling the learners to informally demonstrate to the school, parents/carers etc. what they have learnt during that term.
 - 1.1.1.4. Terms 2 and 3 will build upon what has been learnt in term 1 and will further develop the participants musical and instrumental skills and confidence.
 - 1.1.2. In some cases, a School may receive more than 31 weeks of tuition, however any additional lessons above 31 that are delivered will not be charged for.
 - 1.1.3. Failure by **Leicestershire** Music to deliver 31 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 31-week threshold that have not been delivered, pro-rated.
- 1.2. Deliver lessons that will last for 45 minutes, unless otherwise notified.
- 1.3. Lessons will stay on the same day/time throughout the year where possible. However, LM reserves the right to offer alternative days/times/teacher where internal staffing situations arise.
 - 1.3.1. Should this be needed, the school will be made aware at the earliest possibility.
 - 1.3.2. If an alternative day/time is offered on the same instrument and the school chooses not to take up this offer, then the normal cancellation notice period apply (see section 4).
- 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. These days / weeks are indicated on the teaching calendar as non-teaching times.
- 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. **Leicestershire** Music 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 sessions and where practical allow pupils to take instruments home to aid their practice between lessons.
 - 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.
 - 1.6.1.2. **Leicestershire** Music will collect instruments back once the project has finished.
 - 1.6.1.2.1. Any missing instruments that cannot be collected at that time might be charged for.
- 1.7. Ensure that all members of staff are regularly and appropriately trained in safeguarding procedures and will also carry out regular DBS checks on staff working with pupils.
 - 1.7.1. Provide all staff with a safeguarding checklist sheet that they will make available upon request.
- 1.8. Invoice the School via termly invoices towards the end of each term.
- 1.9. Termly invoices will be dependent upon the project length and calculated as per the table below, unless otherwise stated at time of booking;

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

Project type	Number of Weeks	Price for the year
1 Term Project (Autumn Term)	11	£627
1 Term Project (Spring or Summer)	10	£570
2 Term Project (Spring & Summer)	20	£1140
2 Term Project (Autum & Spring)	21	£1197
3 Term Project	31	£1765

2. The Music Leader will not:

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

3. The School will:

- 3.1. Upon request, complete a short data return survey regarding participation levels and pupil demographics to assist **Leicestershire** Music Hub in meeting its Department for Education grant conditions.
- 3.2. Provide **Leicestershire** Music teaching staff with a list of Pupil's names, including any relevant details regarding their individual learning needs for the purpose of teaching them effectively.
- 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 can fully participate for the entire lesson.
- 3.4. Provide **Leicestershire** Music teaching staff with a copy of the school safeguarding policies and contact details of Designated Safeguarding Leads within the school.
- 3.5. 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.
- 3.6. Provide classroom support from a member of teaching staff to assist the Music Leader with classroom management during each CIL lesson and
 - 3.6.1. will learn alongside the children as a positive role model.

- 3.7. Notify the **Leicestershire** Music member of staff as soon as possible if lessons are unable to take place during the **Leicestershire** Music teaching calendar, for example due to school trips or exams etc.
- 3.7.1. Note, where possible **Leicestershire** Music will try to rearrange missed lessons; however, this may not always be possible.
- 3.7.2. If lessons are unable to be rearranged and the number of lessons fall below 31 because of school's cancelling **Leicestershire** Music are not obliged to provide a discount for the missed lesson(s).
- 3.8. Allow Music Leaders access to facilities within the school, including toilets and staff room, particularly if there are multiple lessons taking place at the school before and after break times.
- 3.9. Encourage all participating pupils to practice playing their instrument in between CIL sessions.
- 3.10. At the end of the programme 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.
- 3.11. Allow **Leicestershire** Music access to collect any instruments that are to be returned at the end of the year and provide **Leicestershire** Music with a direct contact number for the Premises Officer to allow for a collection to take place outside of term time.
- 3.12. Actively Signpost & promote to Parents the support and offers available through **Leicestershire** Music via media channels such as, school newsletters, promoting and providing a link on the school website to the **Leicestershire** Music website www.leicestershiremusichub.org . We would welcome support with signposting pupils to progression opportunities, such as our beginner groups via <https://leicestershiremusichub.org/beginners> .
- 3.13. 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.
- 3.13.1. Take responsibility for ensuring that all loaned instruments are returned to the school at the end of the academic year or end of the CIL teaching programme, in time for collection by **Leicestershire** Music.
- 3.13.2. Ensure that all instruments are returned at the end of the teaching period.
- 3.14. Ensure that invoices are paid with 14 days of receipt.
- 3.14.1. Failure to pay may result in services being withdrawn until the invoice is paid.

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 5 weeks 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 notice period as well as any outstanding charges. 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 ensure 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 **Leicestershire Music** 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 **Leicestershire Music** 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.

6. Acceptance

 Signed:	Signed:
Name: CHRIS BALE	Name:
Position: Lead for Sustainability, Fundraising & Operations	Position:
Signed on behalf of Leicestershire Music	Signed on behalf of The School