**Service Level Agreement**

**&**

 **Terms & Conditions**

**Academic Year 2024/25**

**Service Level Agreement**

**This Service Level Agreement is made between:**

|  |  |  |
| --- | --- | --- |
| **Leicester**shire Music (The Provider)  | & |  (The School) |
| Leicestershire County Council |  |
| County Hall |  |
| Glenfield |  |
| Leicester |  |
| LE3 8HD |  |
| music@leics.gov.uk |  |
|  |  |

|  |  |
| --- | --- |
| **Leicester**shire Music will provide: | Enter details of what is to be provided here e.g. instrumental Tuition lessons, number of tutors, instruments etc. |
| Provision will take place on: | days/ time that provision will take place e.g. 10.30 on a Tuesday for the following dates: |
| **Leicester**shire Music will aim to deliver on: | Enter dates that provision will take place |
| Provision will last for:  | Enter number of minutes/ hours per week &Enter number of weeks  |
| The cost of provision will be: | £? (in total and broken down into weekly/termly amounts) |
| Invoiced at: | £x per term |
| The **Leicester**shire Music contact is: | Andy Maycock |

|  |  |
| --- | --- |
| **Signature:**  | **Signature:** |
| **Name:** CHRIS BALE | **Name:** |
| **Position:** Interim Service Manager / Business & Operations Manager | **Position:** |
| **Signed on behalf of Leicester**shire Music | Signed on behalf of The School |

**Terms and Conditions**

These are the terms and conditions which both **Leicester**shire Music and the School agree to when **Leicester**shire Music provides Instrumental and/or Vocal Provision to the School. **Leicester**shire Music reserves the right to update these terms and conditions as required. Any changes will be notified to schools (via provision of an updated Service Level Agreement with clearly identified changes).

**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

**The Provider** refers to **Leicester**shire Music

**Music Teacher** refers to the member of **Leicester**shire Music staff providing the provision to the school

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

**The School** refers to the establishment who is in receipt of the provision being delivered

1. **The Provider** **will:**
	1. Provide weekly instrument and/or vocal provision to pupils within the school, as agreed and detailed in the Service Level Agreement (SLA) on page 2 above.
		1. Failure by **Leicester**shire Music to deliver on the agreed activities as detailed in the SLA, through no fault of the school, will be eligible for a discount, upon request
			1. The discount will be applied to each element of the agreement that has not been delivered, pro-rated.
	2. Make available on its website a teaching calendar showing the dates when teaching will take place.
		1. There will be times during the Academic Year when L**eicester**shire Music will not deliver any tuition. These days / weeks are indicated on the teaching calendar as non-teaching times.
	3. When the regular Music Teacher is unavailable, due to unforeseen circumstances, such as through illness, endeavour to provide an alternative and equally qualified, Music Teacher to cover provision
		1. However, should cover not be available **Leicester**shire Music will contact the school as soon as possible to inform them that provision will not be delivered that day.
			1. **Should Leicester**shire Music need to cancel provision it will aim to notify the school by 9.30 a.m. on the day that provision is due to take place (or as soon as we are made aware).
	4. Provide all **Leicester**shire Music employed staff with annual safeguarding training and ongoing safeguarding updates and will conduct regular enhanced DBS checks on all staff working with children and young people.
		1. Provide all staff with a safeguarding check sheet that will be made available upon request.
	5. Hold adequate Public Liability Insurance through Leicestershire County Council.
		1. Will make information regarding this policy available upon request.
	6. Invoice the School towards the middle of each term.
2. **The School will:**
	1. Upon request, complete a short data return survey regarding participation levels and pupil demographics to assist **Leicester**shire Music Hub in meeting its Department for Education grant conditions.
	2. Provide Music Teachers with a list of Pupil’s names, including any relevant details regarding their individual learning needs for the purpose of teaching them effectively.
	3. Provide a suitable room or space for the provision to take place, and move any furniture as required prior to the provision starting so that children can fully participate in provision.
	4. Notify the Music Teacher as soon as possible if lessons are unable to take place during the **Leicester**shire Music teaching calendar allocated teaching dates. For example due to school trips, swimming lessons or exams etc..
		1. Note, where possible **Leicester**shire Music will try to rearrange missed lessons; however, this may not always be possible.
		2. If lessons are unable to be rearranged and the number of lessons fall below the agreed amount because of school’s cancelling **Leicester**shire Music are not obliged to provide a discount to the school or the parents for any missed provision.
	5. Allow Music Teachers 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.
	6. Provide Music Teachers with any relevant school safeguarding policies and details of the schools Designated Safeguarding Lead(s).
	7. Signpost Parents to **Leicester**shire Music activities through school newsletters or through providing a link on the school website to the **Leicester**shire Music website [**www.leicestershiremusichub.org**](http://www.leicestershiremusichub.org) so that parents & carers can find out further information on music education opportunities for their child. In particular, we would welcome support with signposting pupils to our beginner groups via [**https://leicestershiremusichub.org/beginners**](https://leicestershiremusichub.org/beginners)
	8. Ensure that school invoices are paid with 14 days of receipt.
	9. Support the **Leicester**shire Music finance team with communications with parents where fees remain outstanding.
3. **Cancellation Notice**
	1. If either party wishes to terminate this agreement before the end of the academic year written notice must be given at least 10 weeks in advance indicating their intention to end the contract early.
	2. Where a contract is ended early by the school and tuition is not allowed to continue through the notice period, an invoice will be raised for the full loss to LM during the notice period as well as any outstanding charges. If, however **Leicester**shire Music cancel the contract early **Leicester**shire Music will raise an invoice for the number of weeks that lessons had been delivered only.
4. **Data Protection**

4.1 **Leicester**shire Music 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.

4.2 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.

4.3 The School and **Leicester**shire Music 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.

4.4 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.

4.5 Historical personal data shall be retained by the School and **Leicester**shire Music 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.

4.6 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 **Leicester**shire 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

4.7 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 **Leicester**shire Music to immediately terminate the Agreement without consequence or any liability under this Agreement;

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