

Whole Class Instrumental Tuition Terms & Conditions

Academic Year 2023/24

Terms and Conditions

These are the terms and conditions which both **Leicestershire Music** and the School agree to when **Leicestershire Music** provides Whole Class Instrumental 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 30 weeks of the Academic Year.

1.1.2. In some cases, a School may receive more than 30 weeks of tuition, however any additional lessons above 30 that are delivered will not be charged for.

1.1.3. Failure by **Leicestershire Music** to deliver 30 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 30-week threshold that have not been delivered, pro-rated.

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

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

1.3.1. 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.

1.4. 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.

1.4.1. 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.

1.4.1.1. **Leicestershire** Music will aim to 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.

1.5. Loan instruments to the School to enable each child in the class to participate in the WCIT and where practical allow pupils to take instruments home to aid their practice between lessons.

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

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

1.6. 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.

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

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

1.8.1. Termly invoices will be dependent upon the project length and calculated as follows, unless otherwise stated at time of booking;

1 Term Project	£50 per session	£500 for the term
2 Term Project	£47 per session	£470 per term
3 Term Project	£43.75 per session	£437.50 per term

1.8.2. 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 WCIT.

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 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 during the **Leicestershire Music** teaching calendar, for example due to school trips or 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 30 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 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.
- 3.8. Encourage all participating pupils to practice playing their instrument in between WCIT sessions.
- 3.9. 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.
- 3.10. 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.
- 3.11. Signpost Parents to **Leicestershire Music** through school newsletters or through providing a link on the school website to the **Leicestershire Music** website 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> .

- 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**.
 - 3.12.2. Ensure that all instruments are returned at the end of the teaching period.
- 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 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 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 **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.

Signed on behalf of Leicestershire Music

	
Signature	Signature
CHRIS BALE	
Name in Capitals	Name in Capitals
Interim Service Manager / Business & Operations Manager	
Position	Position
Signed on behalf of Leicestershire Musi	Signed on behalf of The School

