

Cambridgeshire Music Terms and Conditions

General Terms and Conditions

This document (the "Agreement") is a legal contract between you and Cambridgeshire Music ("CM") that governs your use of CM Services.

If you register a request for the provision of services then the specific terms relating to each type of service will apply once you confirm acceptance of the service to be provided. This is in addition to any general terms and conditions as summarised here.

Notice about Amendments to T & C

CM may from time to time modify these terms and conditions and post a copy of the amended Agreement at www.cambridgeshiremusic.org. If you do not agree to (or cannot comply with) the Agreement as amended, you must tell us in writing and stop using the service. Such revised information will also be sent to you separately with a start date.

Age/Responsibility Requirement to enter into the agreement

You must be at least 18 years old to agree to and enter into this Agreement on your own behalf or on behalf of an organisation and to register for use of services. If you are under 18 you must be registered for services by your parent or legal guardian. By ticking the box indicating your acceptance to this Agreement, you are stating that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering on behalf of your child or a child in your legal care or on behalf of an organisation. If you are a parent or guardian entering this Agreement for the benefit of your child, please be aware that you are fully responsible for his or her use of services, including all financial charges and legal liability that he or she may incur. If you do not agree to (or cannot comply with) any of these terms and conditions, do not tick the acceptance box and do not try to request services. If you are making this agreement over the telephone, a copy of this Agreement will be sent to you and you have 10 days from date of posting to respond before it comes into force.

Agreement to Pay

You agree to pay charges for the services delivered. CM may, at its discretion, post charges to your billing method individually or may aggregate your charges with other purchases of services that you make. Annual membership or tuition charges that are paid in instalments may become due in full should payments be missed or instalment mechanisms suspended. All charges will be billed to the billing payment method you designate when you first make a purchase or incur a charge. If any of your billing information changes, you must update that information in writing to CM.

Right to Change Prices: All prices for products within the Service are subject to change by CM at any time. CM will tell customers in advance of any changes.

Taxes: Prices quoted generally include any applicable taxes, including sales taxes. CM reserves the right to change this policy at any time, with notice as above.

Privacy & Data Protection

The data protection and privacy policies for Cambridgeshire County Council will apply.

Modification to Service

The service may modify the service provision to ensure that the delivery of services ordered can be sustained at the standards and quality required.

Services (to view the specific terms and conditions relating to each service click on the service):

- [Schools Music Partnership](#)
- [Pre-instrumental tuition trial sessions](#)
- [Instrumental Music Teaching Charged Directly to Parent/Student](#)
- [Instrumental Music Teaching Charged Directly to School](#)
- [Classroom Music Teaching](#)
- [Music Therapy Services](#)
- [Large-Group Instrumental Teaching in School \(Wider Opportunities\)](#)
- [Workshops and Events](#)
- [Area Music Centre Membership](#)
- [County Music Ensemble Membership](#)
- [Music Library Loan](#)
- [Instrument Loan](#)
- [Instrument Extended Trial](#)
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Schools Music Partnership

Description of Service: The provision of a continuous centralised music service structure for the benefit of schools, their students and school music development. In order for students in a school to obtain instrumental tuition in school or the school to obtain tuition services a music partnership agreement at the appropriate level of subscription must be in effect.

Registration Requirements: Schools must register and supply information to CM. A written contractual agreement will be required and deemed to be continually in force. Schools are required to notify changes to their continuous music partnership subscription by the end of March annually to take effect on 1st Sep of the subsequent academic year. Schools that do not notify will be charged for their subscription at the same level as the previous year under the continuous agreement.

Use of the Service: Schools may make use of the various elements available under the different subscription packages. These are outlined in the annual services to schools brochure, the contents of which form part of these terms and conditions. Policies and procedures covering the provision of a service will be listed in the written agreement with schools and available through the website.

Charges and Billing: Any services required by schools not included in their current package will be charged additionally.

Pre-instrumental tuition trial sessions

Description of Service: The provision of an opportunity for a service user to try out an instrument or a range of instruments prior to making a full commitment to instrumental tuition. The service is generally provided in a child's school or at a CM Music Centre or the CM main office. The service reserves the right to provide the trial session at an alternative location.

Registration Requirements: The individual user must request a session through the advertised process and will be contacted by the service to arrange a suitable time for the trial session. A school wishing to organise a trial session for a large number of students can request a session in the same way and will be contacted by the service to arrange a suitable time and date.

Use of the Service: Once booked, cancellation of the session by the user/school without notice may result in a charge being made for a future trial session. Should the service be unable to provide a session it will notify the user/school and rearrange the session at no cost.

Charges & Billing: Charges may be made to schools subscribing to the development or shared subscription packages. Charges may be made to individual pupils from these schools requesting a trial session. Charges are not made to schools or their pupils who subscribe to the total management package.

Instrumental Music Teaching Charged Directly to Parent/Student

Description of Service: Instrumental or vocal tuition provided on a directly charged basis to students/parents over the course of an academic year. The service guarantees 30 delivered sessions annually, though students may receive more. The service is generally provided in a child's school or at a CM Music Centre.

Registration Requirements: The individual user must ask for lessons using the appropriate form or by phone registration. Requests for lessons will be added to a waiting list for the school or music centre until the lesson can be arranged at which point the user will be sent information and a written agreement for signature. The service will normally guarantee lessons to begin in September for requests made by the end of May annually. For requests after this date or mid-year a lesson will be allocated as soon as possible. Mid year lessons will normally start at the beginning of a school term for new students (for mid academic year starts the service will guarantee 20 sessions from the start of the Spring term and 10 sessions from the start of the Summer term). The preferred group size should be stated by the parent/carer; the service will attempt to provide the requested group size, and should this not be possible the service will contact the parent/guardian to discuss options.

Use of the Service: The expectations for students taking lessons are outlined in the student notebook, as are school, parent and service roles and responsibilities. These form part of the terms and conditions of service provision as outlined in the written agreement with parents/students that will be sent on confirmation of a lesson being set up. The agreement contains details of how issues regarding progress or continuity can be raised with the service.

Charges & Billing: Charges apply for the whole academic year of tuition (or part-year for mid-year starts). Student absences from lessons cannot be refunded. Teacher absences resulting in fewer than 30 sessions (or the agreed number for mid-year starts) being delivered will result in a credit (or refund) against future payments. This will be reviewed at the end of the academic year. A continuous block of teacher absence may be covered by a replacement teacher and the service will notify this to the student/parent. Should a vacancy arise mid-year that cannot be covered, the service may suspend lessons and charges until an appropriate appointment can be made. Should group size change unexpectedly during the teaching year the service will provide notice of the change and the new charges will be applied in the following term.

Termination of contract mid-year: If a student/parent/carer wishes to cease tuition before the end of the academic year they should give notice in writing, to Cambridgeshire Music to be received by the following dates:

To end tuition at Christmas: notice to be given by last day of the first half of autumn term.

To end tuition at Easter: notice to be given by last day of first half of spring term.

Withdrawal or cancellation of instalment plans or payments without prior written notice agreement by the deadlines above will mean that full charges for the year will be levied.

Instrumental Music Teaching Charged Directly to School (Shared Management Package only)

Description of Service: Instrumental or vocal tuition provided on a charged basis to schools over the course of an academic year. The service guarantees 30 delivered sessions annually. The service is generally provided during an extended school day or occasionally by agreement at a CM Music Centre.

Registration Requirements: The school should request adjustments to teaching time under the continuous contract with schools through the appropriate form. The service will normally guarantee lessons for September for requests made by the end of May annually. Requests

for time ordered will be timetabled at the beginning of June. For requests for further time after this date or mid-year a lesson will be allocated as soon as possible. Schools are encouraged to maintain waiting lists. Decreases in ordered time may not be possible mid-year. Guidance for schools to manage their tuition arrangements with parents is available from the service. Schools are responsible for the management of parental agreements, attendance of students and financial processes for charging students/parents.

Use of the Service: The expectations for students taking lessons are outlined in the student notebook, as are school, parent and service roles and responsibilities. These form part of the terms and conditions of service provision as outlined in the written agreement with the school.

Charges & Billing: Charges apply for the whole academic year of tuition (or part-year for mid-year starts). Student absences from lessons cannot be refunded. Teacher absences resulting in fewer than 30 sessions (or the agreed number for mid-year starts) being delivered will result in a credit or refund against future payments. This will be determined at the end of the academic year. A continuous period of teacher absence may be covered by a replacement teacher if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered, the service may suspend lessons and charges until an appropriate appointment can be made.

Classroom Music Teaching

Description of Service: Classroom music tuition provided on a charged basis to schools over the course of an academic year. The service guarantees 38 delivered sessions annually. The service is provided during the school day and may be for PPA or general classroom music teaching purposes.

Registration Requirements: The school should request adjustments to teaching time under the continuous contract with schools through the appropriate form. The service will normally guarantee lessons for September for requests made by the end of May annually. Requests for time ordered will be timetabled at the beginning of June. For requests for further time after this date or mid-year time will be allocated as soon as possible. Decreases in ordered time will not generally be possible mid-year.

Use of the Service: The roles and responsibilities for schools and the service are established as part of the continuous contract and the services to schools information disseminated annually. It is generally expected that TA support for large classes or students with special needs will be available where this would normally be the case for the school's own teachers.

Charges & Billing: Charges apply for the whole academic year of tuition (or part-year for mid-year starts). School closures cannot be refunded. Teacher absences resulting in fewer than 30 sessions (or the agreed number for mid-year starts) being delivered will result in a credit or refund against future payments. This enables the school to provide supply teaching cover themselves if required. Total lessons delivered will be determined at the end of the academic year. A continuous period of teacher absence may be covered by a replacement teacher if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered; the service may suspend lessons and charges until an appropriate appointment can be made.

Music Therapy Services

Description of Service: Music Therapy provided on a charged basis to schools over the course of an academic year. The service guarantees 30 delivered sessions annually. The service is provided during an extended school day.

Registration Requirements: The school must request adjustments to therapy time under the continuous contract with schools through the appropriate form. The service will normally guarantee music therapy for September for requests made by the end of May annually. Requests for time ordered will be timetabled at the beginning of June. For requests for further

time after this date or mid-year time will be allocated as soon as possible. Decreases in ordered time will not generally be possible mid-year.

Use of the Service: The roles and responsibilities for schools and the service are established as part of the continuous contract and the services to schools information disseminated annually. Referrals of students for music therapy should be made through the therapist for assessment, or the common assessment framework.

Charges & Billing: Charges apply for the whole academic year of tuition (or part-year for mid-year starts). School closures cannot be refunded. Therapist absences resulting in fewer than 30 sessions (or the agreed number for mid-year starts) being delivered will result in a credit or refund against future payments. Total sessions delivered will be determined at the end of the academic year. A substantial period of therapist absence may be covered by a replacement therapist if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered, the service may suspend sessions and charges until an appropriate appointment can be made.

Large-Group Instrumental Teaching in School

Description of Service: Instrumental and Vocal tuition provided to large groups of students (more than 6) in school on a charged basis to schools over the course of an academic year. The service guarantees 30 delivered sessions annually. The service is provided during the school day and may only be used with visiting specialist teachers working alongside school class teachers.

Registration Requirements: The school must request adjustments to teaching time under the continuous contract with schools through the appropriate form. The service will normally guarantee lessons for September for requests made by the end of May annually. Requests for time ordered will be timetabled at the beginning of June. For requests for further time after this date or mid-year time will be allocated as soon as possible. Decreases in ordered time will not generally be possible mid-year.

Use of the Service: The roles and responsibilities for schools and the service are established as part of the continuous contract and the services to schools information disseminated annually. It is generally expected that TA support for large classes or students with special needs will also be available where this would normally be the case for a class.

Charges & Billing: Charges apply for the whole academic year of tuition (or part-year for mid-year starts). School closures cannot be refunded. Teacher absences resulting in fewer than 30 sessions (or the agreed number for mid-year starts) being delivered will result in a credit or refund against future payments. Total lessons delivered will be determined at the end of the academic year. A substantial period of teacher absence may be covered by a replacement teacher if at all possible and the service will notify this to the school. Should a vacancy arise mid-year that cannot be covered, the service may suspend lessons and charges until an appropriate appointment can be made.

Workshops and Events

Description of Service: Students and parents can book places on a wide range of courses and events each year. Reservations for places represent a financial commitment to pay for the activity and the user should check details of the activity carefully before registering.

Registration Requirements: The service user must pay at the time of booking for their place on a course or at an event (including audience tickets). Data will be required at the time of booking in order for us to organise the event correctly.

Use of the Service: A booking will be considered to be a confirmed place on a workshop or event. Information will be sent about the activity to all those with confirmed bookings.

Charges & Billing: Cancellation of a booking will result in the following charges being made:

Within 1 month of event the booking cannot be refunded

Over 1 month to the event the booking will be refunded as a credit towards a future activity

Music Centre Membership

Description of Service: Membership of a person's Music Centre for an academic year.

Registration Requirements: Membership of a Music Centre requires registration and provision of specific data. Members must register in order to use a music centre for compliance with Health and Safety legislation. A single trial session for a potential user can be provided without registration. Members must inform CM in writing should they intend to cease membership which otherwise will run continuously from year to year.

Use of the Service: Membership of a local music centre permits attendance at any appropriate bands and ensembles, vocal groups, theory, aural or other music-making activities at any CM music centre.

Charges & Billing: Membership is available at no extra charge to CM tuition students learning with the music service. Membership charges will be made to non-CM students for the annual period Sep-Aug academic year (or as determined for mid-year joining) and can be paid in instalments by agreement. Membership charges will apply until the end of the billing period in which the service is advised of termination of membership.

County Music Ensemble Membership

Description of Service: Membership of any of the County level Youth Ensembles for a 'season'. A season is usually the activities applicable to that ensemble between September and August annually. An audition will usually be required in order to join the ensembles and may be required annually for all members.

Registration Requirements: Membership of the County Youth Ensembles requires registration and provision of specific data. Members must register in order to take part in the county ensembles. Members must inform CM in writing should they intend to cease membership which otherwise will run continuously from year to year subject to successful audition if required.

Use of the Service: Membership of a county ensemble permits attendance at appropriate activities, rehearsals and workshops. It is expected that members will attend all rehearsals and performances and information will be provided in advance as to the likely dates of activities. The Ensemble Manager will reserve the right to not permit a player to take part in a performance if insufficient rehearsals have been attended.

Charges & Billing: Membership charges will apply for the annual season and can be paid in instalments as advised. Membership charges will apply until the end of the season in which the service is advised of termination of membership. Tours abroad will normally be charged separately from the cost of membership of the ensemble.

Music Library Loan

Description of Service: The loan of music sets or scores from the music service library to registered individuals, groups or organisations.

Registration Requirements: Library users must register in order to be able to book music from the library. Guests may browse the catalogues.

Use of the Service: A library member may borrow up to 6 sets of music at a time. The length of time the resource may be borrowed will be at least 1 month and a maximum of 3 months.

Further loan of the same material after 3 months may be possible if not required by another user. The registered member is responsible for checking on booking out that the correct parts and scores have been provided and ensuring any anomalies are reported immediately. The registered member is also responsible for returning the music set at the end of the loan period with the complete set of parts and scores loaned.

Charges & Billing: Charges will be as advised. Registered members will be charged for missing parts or overdue returns without exception.

Instrument Loan

Description of Service: The loan of 'played' instruments or sets of instruments from the CM County Instrument Bank to an individual, school or ensemble.

Registration Requirements: Students, parents and partner schools may request instruments when registering. Instruments will be made available on a first come first served basis. Requests will be confirmed once lessons have been arranged for students.

Use of the Service: The instrument or set of instruments will be loaned on a term by term basis. Players of common woodwind and brass instruments will be encouraged to purchase their own instruments if possible after one year so that the limited stock available can be recycled. Instruments will be maintained by the service and must be returned to CM should a fault or repair be required, not to a music shop. The parent/student is required to insure the instrument whilst in their possession (this is usually possible under normal household insurance).

Charges & Billing: Accidental Damage will be covered by the service's insurance policy and will result in an excess charge only to be paid by the lessee. If damage is proved to be through negligence or improper use then the full cost of repair will be paid by the lessee. The instrument may be returned at any time and charges if made will only apply until the end of the term in which it is returned. Charges are as advised in the annual leaflets (currently on free loan).

Instrument Extended Trial

Description of Service: The provision of brand new instruments to students on an extended trial basis over 18 months.

Registration Requirements: Students, parents and partner schools may request to use the extended trial scheme through the appropriate form. Instruments will be ordered only after a lesson has been confirmed and an initial deposit made.

Use of the Service: The instrument or set of instruments will be loaned for an initial 3 months and then on a monthly basis with charges payable in advance. Instruments will have a 1 year manufacturers warranty. The parent/student is required to insure the instrument whilst in their possession (this is usually possible under normal household insurance). After 18 months the instrument will become the property of the borrower subject to all payments having been made. At any point in the agreement 80% of payments made to date can be offset against the purchase cost of the instrument or one of a higher value. The borrower should request a purchase balance cost should this be required.

Charges & Billing: Charges will depend on the instrument being provided. The instrument may be returned to CM at any time after the initial 3 months and charges will only apply until the end of the month in which it is returned. A £15 administration charge will apply to the operation of this scheme.

Instrument Purchase

Description of Service: The provision of brand new instruments to students through a discounted and VAT-free (HMRC approved) purchase scheme.

Revised on 20 January 2010.

Registration Requirements: Students, parents can request to make use of the VAT free purchase scheme through the appropriate form. Instruments will be ordered only after the use of the instrument in school music is confirmed and full payment has been received.

Use of the Service: Users should determine the instrument that they require and the supplier before ordering or request assistance from the service in providing advice. A student's music teacher will normally be the best source of advice.

Charges & Billing: Charges will depend on the instrument being purchase. The instrument must be collected from the CM office or the supplier. A £15 administration charge will apply to the operation of this scheme.

Products and Goods

Description of Service: The sale of goods and products through the online shop.

Registration Requirements: Orders can be placed and paid for at the same time.

Use of the Service: The service will attempt to deliver the product if in stock within 3 days. If this is impossible it will contact the purchaser to tell them of the expected length of delay. Should a product be faulty or the incorrect item it should be returned immediately for a full refund.

Charges & Billing:

Products must be paid for at the point of purchase.