

NMPAT

Northamptonshire Music and Performing Arts Trust

Terms and Conditions:

NMPAT and Schools

First Access Projects, Whole Class Teaching and other music education services

- **Scheduled projects:** Other than in exceptional circumstances, scheduled projects cannot be rearranged and a cancelled project will attract full payment.
 - Where schools are unable to accept a project visit because of unavoidable closures (e.g. training days, school visits, etc.) every effort will be made to provide an additional visit, but this is not always possible within an academic term.
- **Length of Project:** First Access projects are delivered across a 10 week term which will usually include a performance in the final week of the project.
- **First Access Grant:** Once a project has been agreed, the cost of the project will be offset against the grant figure for the school. Any additional charge will be invoiced in the term of the project. Any residual grant will be spread equally across the remaining chargeable periods to be used as a discount against other services.

Small group and individual music tuition, whole class teaching and additional NMPAT services

- **Term of contract:** Other than in exceptional circumstances, this Agreement is for an academic year. Requests for alterations of contract within the academic year will be agreed where capacity allows (for increases) or where alternative work can be found for the teacher (for decreases). Requests for reductions in time will be considered sympathetically with a half term's notice.
- **Teaching weeks:**
 - Small group instrumental or vocal teaching will be provided for 33 weeks per academic year and reasonable opportunity must be given for the making up of any missed lessons. Dates for projected chargeable weeks will be notified by NMPAT in advance of the academic year.
 - Whole Class National Curriculum teaching is charged on a 33 week basis with an expectation that NMPAT teachers will be available to the school each week of the year that they are required. Any delivery beyond 33 weeks will be added to the following September invoice.
- **Acceptable levels of delivery:**
 - Standard small group instrumental/vocal teaching: up to a maximum of 6 students per hour
 - Upper Strings in their first year: up to a maximum of 8 students per hour
 - First Access Plus (term 2) projects: up to a maximum of 12 students per hour
 - National Curriculum Teaching and First Access Projects: Whole class
- **Use of staff:** Teachers are supplied to schools principally to provide instrumental or vocal tuition. When students are unavailable, teachers will use this time for lesson planning, preparation and assessment. Where schools ask for assessment reports more than once per annum, teachers will either reduce their teaching time as necessary or NMPAT will render additional charges to the school.

- Missed Lessons: Where lessons are missed through the fault of the Trust, for example in cases of a teacher's sickness, no charge will be made. However, schools must (as far as possible and by negotiation) be prepared to accept teachers on an alternative date to make up lessons to the maximum of 33 per year. Where schools are unable to accept their instrumental or vocal teachers because of unavoidable closures (e.g. training days) or school activities (e.g. sports days and trips), at least a month's notice should be given in writing to the NMPAT Office. No charge will then be made. Any refund for lost teaching time will be made at the end of an academic year by a credit against the Autumn Term invoice, or where a school is opting out of its Service Contract at the end of a school year, by means of a refund
- Absences by students and un-notified school closures, as specified (5), will not entitle schools to a refund.
- School Charges: Schools may, at their discretion, pass on some, or all, of the costs for instrumental/vocal tuition to students/parents or levy an administration charge. (Whole-class activity cannot be charged for).

Conditions of Supply – General

- Payment terms: Invoices for First Access projects, Whole Class teaching and music education services will be sent to schools by the third week of a chargeable period (11 weeks) and these must be paid to NMPAT by the end of the sixth week of the chargeable period. The Trust reserves the right to charge a late payment fee of £50 or 2% of the invoice amount (whichever is higher) if there is late payment.
- Reporting: The school agrees that NMPAT is a 'joint data controller' for the purposes of the Data Protection Act (DPA) and the General Data Protection Regulations (GDPR) and agrees to share data necessary for NMPAT to report to DFE, via Arts Council England (ACE) and to meet its reporting obligations to Northamptonshire County Council under the BOPA regulations.
- Parties: NMPAT's contract for the provision of First Access projects and Whole Class teaching is with the school and with no other person. Where small group or individual tuition is provided, the school invites NMPAT to enter a direct relationship with the parent and NMPAT will contract directly with the parent in respect of those services.
- Dispute: In cases of dispute, schools should make direct contact with the Trust's Chief Executive.

Privacy Policy Summary and data protection

- NMPAT's privacy policy is available here: www.nmpat.co.uk/privacy and our agreement with the school is subject to the information contained in that policy.
- NMPAT are committed to protecting the personal information of your students and their parents and being transparent about the information we hold.
- We collect personal data such as name, address, telephone number, date of birth and medical conditions.
- This is used by NMPAT in order that we may fulfil our contractual obligations to you by providing your students with their music education, whilst ensuring the wellbeing of your students while in our care.
- We do not use external data processors in respect of our contract with schools. We will not engage any data processors in respect of our contract with schools without first seeking the approval of schools.
- We will comply with reasonable requests by the school to conduct audits of our compliance with our contractual obligations and will permit their suitably qualified representatives to do so.
- NMPAT is registered under the Data Protection Act 1998 as a Data Controller under number Z3016160.
- Our registered charity number in England & Wales is 1145643 and we are also registered as a company in England & Wales under registration number 7738151.

These Terms and Conditions are reviewed annually by NMPAT. This version produced May 2021.