NMPAT

Northamptonshire Music and Performing Arts Trust

Terms and conditions for music lessons (Parent terms)

1. About Us

We are **Northamptonshire Music and Performing Arts Trust**, a company limited by guarantee (company number 7738151) and charity (charity number 1145643) registered at 125-9 Kettering Road, Northampton, Northamptonshire, NN1 4AZ ("**NMPAT**", "**we**", "**us**").

You can find everything you need to know about us, NMPAT and our services on our website before you book any Lessons. We also confirm the key information to you upon sign-up via our third- party platform, Speed Admin.

2. These Terms

These are the terms and conditions which will apply to any music and/or vocal lessons you book with us ("**Lessons**") to be provided by a music teacher we provider ("**Tutors**").

Each contract for Lessons will be between you, the person arranging the lessons ("**you**") on behalf of the person receiving the Lessons (the "**Student**").

By booking Lessons with us you agree to be bound by and comply with these terms and conditions.

3. Changes to These Terms

We may update these terms and conditions at any time to reflect changes in the way we provide our services, legal requirements or changes to our policies and procedures. Any significant changes will be notified or provided to you at least 14 days before they take effect.

If you do not agree to the updated terms, you have the right to cancel your contract with us within 14 days of us notifying you of our new terms. If you continue to use our services after the updated terms take effect, this will constitute your acceptance of the updated terms.

4. Lessons

a. The Lesson programme will be 33 weekly, term-time lessons over 12 months in accordance with the length and structures selected by you (as set out in the Schedule).

b. We will offer Lessons to you through SpeedAdmin. If you wish to book these Lessons, you will need to pay for the Lessons you require through the payment link supplied.

c. The Lessons will not be confirmed until you have made payment by the relevant deadline specified by us . Unpaid Lessons will be released to other students to book.

d. Once you have made payment for the first Lesson, we will send you confirmation through SpeedAdmin.

e. The Lessons will take place at the Kettering Road Music Centre, located at 125 Kettering Road, Northampton, NN1 4AZ (the "**Centre**") or, if you enter into a direct billing arrangement with us, the Lessons can take place at the Student's school (the "**School**") with our prior agreement.

f. We may change the Tutors that provide the Lessons at our discretion, which will usually be due to retirement, maternity, long-term absence or operational reasons

g. Your contract is with us, not with the individual Tutor.

5. We're not responsible for delays outside our control

If a Lesson is delayed or has to be re-scheduled due to an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay.

6. Charges and Payment

a. You will pay us the charges payable by you for the Lessons ("**Charges**") either in ten monthly instalments (from September to June inclusive) via direct debit or per Term for recurring card payment. The Charges will be confirmed in writing at the time you book the Lessons.

b. Each direct debit payment will be equal and must be made on the same date each month.

c. Please note that you may cancel a direct debit at any time, however this will not cancel this contract between us. If you cancel any direct debit or other payment without notice to us in accordance with these terms, we may exercise our right to terminate the contract and claim compensation from you.

d. Card details are stored and handled by a third- party processor on our behalf.

e. If you fail to make pay us the Charges by the agreed date, we will notify you of the overdue sums.

f. If payment is not made within 7 days of our notification, we may suspend further Lessons until payment has been made in full.

7. Remissions Scheme

a. We operate a remissions scheme to assist and support families who may require financial assistance to pay the Charges.

b. For further information about eligibility and how to apply, please visit our website at https://nmpat.co.uk/financial-support

8. Instruments

a. You will be responsible for providing a musical instrument for the Student, unless we agree in writing to provide one. Any provision by us of an instrument to you is subject to availability at that time and subject to you entering into a separate agreement with us (a loan form) for the instrument.

b. Where we agree to provide you with an instrument for the Student to use:

i. the instrument will be owned by us at all times;

ii. only standard student models will be provided;

iii. in the first year, we will loan the instrument to you for free where possible, which may be extended for further years at our sole discretion;

iv. the instrument will only be provided for Students receiving the Lessons from us at the Centre or the School as applicable;

v. you cannot sell, assign, loan, dispose of or create a security interest in or over the instrument;

vi. you must return the instrument immediately if we request, in the same condition as originally provided to you (with the exception of fair wear and tear);

vii. you must maintain the instrument and keep it in good working order and condition, and only use it for the purposes of the Lessons and practice and in accordance with the manufacturer's and Tutor's instructions;

viii. you cannot modify, alter or replace any part of the instrument at any time;

ix. you will be responsible for payment of all consumables in relation to the instrument, including strings, rosin, reeds, cork grease, valve oil and slide cream;

x. you will be responsible for insuring the instrument against all reasonable risks, including theft, loss and damage (this may be added on to a household contents insurance policy or a separate musical instrument policy taken out); and

xi. if you fail to return the instrument to us within 14 days of the end of this contract or the instrument is damaged, lost or stolen (excluding fair and wear and tear), you will be required to pay the full replacement value of the instrument at that time.

c. We will pay for any general repairs or maintenance required to the instrument because of fair wear and tear (subject to our prior inspection and approval). We will not be liable for any other damage, or any loss or theft of the instrument during the contract.

9. Student expectations

a. You must ensure that the Student always behaves in a responsible and courteous manner while at the Centre or School attending a Lesson and the Student shall comply at all times with our Code of Conduct, available here: https://nmpat.co.uk/conduct.

b. Music centre equipment is supplied for the Centre's use only. Student's must ask prior permission before using any equipment within a Centre, and you will be liable for any damage, loss or theft of such equipment.

c. We expect Students to regularly and promptly attend the Lessons, use practice diaries to record their practices and commit to learning and play in between Lessons.

d. Before terminating the contract, we will normally issue a warning in respect of any behaviour set out above and provide the Student with the opportunity to improve their behaviour, unless such behaviour is serious enough to warrant immediate termination of the contract.

10. Your commitment

a. You commit to encourage regular practice of the Student and attendance at school and Centre instrumental and vocal ensembles.

b. You commit to provide (if appropriate) additional resources and accessories to encourage and help the Student in their learning, including music books, reeds and strings.

11. Tutors

a. All Tutors are trained and sufficiently experienced to provide the Lessons and are all subject to our safeguarding and employment procedures.

b. We continuously monitor the quality of Lessons and provide Continuing Professional Development (CPD).

c. As part of our ongoing monitoring processes, Lesson observation may occur for performance management. All such observations shall be non-intrusive and shall not disrupt or distract any Lesson.

12. Safeguarding

a. **Our commitment**. We commit to the highest standard in protecting children, young people and adults from harm. We will protect all users of our service and ensure that all staff involved in the provision of the services are properly trained and supported. All Tutors and staff are subject to enhanced DBS checks. Our safeguarding policy is available here: https://nmpat.co.uk/about/safeguarding/

b. **Staff Responsibilities**. Our staff will provide a safe learning environment, identify and report neglect and abuse and other safeguarding concerns, and are required to follow our safeguarding policy. All staff attend regular training and briefings in relation to safeguarding.

c. **Safeguarding leads**. We have multiple trained Designated Safeguarding Leads (DSL) available for confidential enquiries. If you wish to speak to one of our DSLs please contact 01604 611224.

13. Supervision

Please note that we are only responsible for the Student during scheduled Lesson times. Tutors are not responsible for escorting Students to/from Lessons. Parents/guardians are responsible for ensuring the wellbeing and safety of the Students outside Lesson times.

Depending on the age or additional needs of a Student, we may require you to remain on site for the duration of the Session. You are responsible for informing us of any medical conditions, allergies or additional needs of a Student that we would reasonably require to provide the Sessions at the Centre. You must inform us immediately of any changes or updates to this and ensure that the Student's emergency contact information is kept up-to-date.

14. Additional Resources

a. All communications between us will be conducted through our third-party platform, Speed Admin.

b. If the Student requires any additional resources (e.g. music books, scores, accessories), this should be discussed with the Tutor in the first instance.

c. We are not responsible or liable to you for any third-party materials, resources or accessories purchased from a third- party supplier. Any such purchase is subject to a separate agreement between you and the chosen third-party supplier.

15. Examinations

a. We run annual examination programmes, including ABRSM and Trinity.

b. The Tutor will advise the Student on the timing and level of examination appropriate to the Student at the relevant time.

c. If you wish to enter a Student for examination, you will be required to pay for any costs or expenses associated with the examination, including examination fees, accompanist fees and/or resit fees.

16. Rescheduling of a Lesson

a. You can request to reschedule an arranged Lesson by providing us with at least 10 Business Days' written notice. The Tutor will try to accommodate any such requests, but no guarantee is provided in relation to this. The Lesson will remain scheduled at the same day/ time unless otherwise confirmed in writing by us

b. If a Student fails to attend a scheduled Lesson for any reason, no refund shall be provided. This includes lateness or absence due to illness, holidays, appointments, traffic or transport issues, school activity conflicts or any other cause outside our reasonable control.

17. If you Change your Mind

a. If you booked your Lessons with us online or remotely, you have 14 days after the date we confirm your order to change your mind. If you do and notify us within these 14 days you will be entitled to cancel any future Lessons and receive a refund of any amounts paid up front, but will not be entitled to a refund for Lessons already provided.

b. If you change your mind, contact us at office@nmpat.co.uk or our address set out below. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

18. Your Rights to Cancel

a. If you want to terminate an ongoing contract with us, you will need to provide us with written notice to office@nmpat.co.uk by half term of a Term. A "**Term**" means each school term in each calendar year, being the autumn term, spring term and summer term), and the notice periods shall be as follows:

   i. By October 31st for actual termination at the end of the autumn term;

   ii. By January 31st for actual termination at the end of the spring term; and

   iii. By May 30th for actual termination at the end of the summer term.

19. Situations where we will not refund the Charges

We will not refund you the whole of part of any Charges payable for the Lessons in the following circumstances:

a. if a Student stops attending Lessons, but no written notice to terminate has been provided by you in accordance with clause 18.a;

b. if a Student is absent or late to a Lesson (including for reasons of sickness, holidays, appointments or traffic)

20. Cancelling or Changing Lessons

a. In the event of absence or unavailability of a Tutor for more than half of a Term, NMPAT will try to arrange a replacement Tutor to continue providing the Services

b. You acknowledge that there are contingency dates included in the Lesson programme for the purpose of 'catching up' on Lessons that we need to reschedule, and you will not be entitled to a refund where a Lesson is rescheduled to one of these contingency dates.

c. If we cannot deliver the full 33-week Lesson programme, we will arrange a payment adjustment at the end of the academic year as appropriate.

d. If the delay in providing the Lessons lasts more than 2- months, you are entitled to end this contract by providing us with written notice, and we will refund you for any Lessons that are undelivered that you have pre-paid in advance.

21. Changes to our Services

We can always change a service to reflect changes in relevant laws and regulatory requirements; and to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

22. Suspending our Services

a. We can suspend the supply of the service. We do this to:

   i. deal with technical problems or make minor technical changes;

   ii. update the service to reflect changes in relevant laws and regulatory requirements; or

   iii. make changes to our services.

b. We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service for longer than 2 months we adjust the price so you don't pay for any Lessons while suspended.

c. If we suspend supply, or tell you we're going to suspend supply, for more than 2 months you can contact us to end the contract and we'll refund any sums you've paid in advance for Lessons you haven't received.

23. Our Rights to Cancel your Contract

We can stop providing a service**.** We let you know at least 1- month in advance and we refund any sums you've paid in advance for Lessons which won't be provided.

We can also end our contract with you for the Lessons and claim any compensation due to us if:

a. you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due; or

b. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example, information about the Student.

24. Losses We're Not Responsible For

a. We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

i. **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

ii. **Caused by a delaying event outside our control**. As long as we have taken the steps set out in clause 5.

iii. **Avoidable**. Something you could have avoided by taking reasonable action or by following our instructions.

25. Your Personal Data

How we use any personal data you give us is set out in our Privacy Notice available on our website here: https://nmpat.co.uk/privacy-policy/.

26. Your Rights if You Are Unhappy

If you think there is something wrong with your service, you should contact us as soon as possible so we can help you to resolve the problem.

You have several options for resolving disputes with us:

a. **Contact us**. Our team will do their best to resolve any problems you have with us or our services in accordance with our complaints handling procedure.

b. **You can go to court**. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

27. Other Important Terms

a. **We can transfer our contract with you**, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

b. **You can only transfer your contract with us to someone else if we agree to this**.

c. **Nobody else has any rights under this contract**. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

d. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

e. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

f. **We don't guarantee improvements**. We will always ensure that the Lessons are provided with reasonable care and skill, however we do not guarantee specific outcomes to the Student, including improvements in results, grades, skill or performance level.

g. **Any variations required to the scope/ nature of the services we provide to you must be agreed between us in writing.**

28. Direct Billing

a. We may, by mutual agreement, enter into a direct billing arrangement with you, which means the Lessons can be provided at the Student's school with you paying us directly for the Lessons.

b. This arrangement is conditional on us having an agreement in place with the relevant school to provide the Lessons at their premises.

c. If a direct billing arrangement is agreed, the following provisions of this clause 28 will apply and shall take precedence over any clauses set out above that conflict with these clauses. The remainder of clauses in these terms shall continue to apply.

d. The contract will be for one academic year and will then auto-renew for subsequent years if the Student remains at the same school. We will give you advance notice by 30 April in each year prior to auto-renewal of the contract, and you can elect to terminate the contract prior to auto-renewal.

e. You can terminate the direct billing contract during the academic year by providing us with written notice by half-term of a Term to stop Lessons and terminate the contract at the end of that Term. If we can move the Student's Lessons to another school with whom we have a direct billing arrangement, we will use reasonable endeavours to do so. In all other circumstances, you will remain liable for all Charges in full in relation to the applicable notice period up to and including the actual termination date, regardless of whether the Lessons are used.

f. We provide a minimum guarantee of 33 lessons per academic year (normally weekly), and the Lessons will take place during the school day at the Student's school.

g. We will notify you of a change in Tutors as soon as reasonably practicable.

h. We will provide you with teaching and support (including regular lessons by a suitably qualified Tutor, up-to-date information about the best ways of playing and enjoying the instrument, annual written Student profiles and opportunities to discuss progress with the Tutor); instruments (loaned to you for free, subject to availability and excluding drum kits, keyboard and guitars) and additional opportunities (including the opportunity to join the local Music and Performing Arts Centre with supported membership available to families in financial need).

i. Our Tutors keep accurate records of attendance and sign-in on arrival at the school. If a Tutor does not deliver a scheduled Lesson, we will follow the rescheduling process set out at clause 20.

j. If a Student fails to attend a scheduled Lesson for any reason, no refund shall be provided. This includes lateness or absence due to illness, holidays, appointments, traffic or transport issues, school activity conflicts or any other cause outside our reasonable control. In the event of bad weather, no refund shall be provided if the school is open, safe and the Tutor is available, and

Student still fails to attend. The Tutor will do their best to accommodate any catch-up Lessons required due to Student absence, but this is not guaranteed.

k. The rest of these terms and conditions will also apply to any Lessons provided at the Student's school via a direct billing arrangement with you.

29. How to Contact Us

Our contact details should you have any queries about our Lessons or these Terms are:

- 125-9 Kettering Road, Northampton, Northamptonshire, NN1 4AZ
- 01604 637117
- Email: office@nmpat.co.uk
- Website: www.nmpat.co.uk

Schedule: Lesson options

Lessons at the Centre:

- 15 minute individual lessons
- 20 minutes individual lessons
- 30 minutes individual lessons
- 45 minutes individual lessons
- 60 minutes individual lessons

Lessons under Direct Billing Arrangement

- 15 minute individual lessons
- 20 minutes shared or individual lessons (max 2 students)
- 30 minutes shared or individual lessons (max 3 students)
- 30 minute group lessons (for between 4-8 students)