NMPAT

Northamptonshire Music and Performing Arts Trust

Terms and conditions for County Ensemble and Music Centre activities (Subscription)

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 Sessions. We also confirm the key information to you in writing after you make your first payment, either by email, in your online account or on paper.

2. These Terms

These are the terms and conditions which will apply to your subscription ("**Subscription**") for the weekly sessions at our chosen venue for the Sessions (the "**Centre**") provided by us for the music centre activities and/or county ensembles as appropriate ("**Sessions**").

The details of the Sessions and Subscription options available are set out in the Schedule to these terms.

Each contract for Sessions will be between you, the person arranging the lessons ("**you**") on behalf of the person participating in the Sessions (the "**Member**").

By booking a Subscription 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. Subscription to Sessions

a. The Sessions will run for the period set out in the Schedule for your chosen Subscription.

b. Once a Subscription is purchased, it can only be cancelled in accordance with the cancellation provisions set out in these terms and conditions.

c. The Sessions will take place at the Centre.

d. Please note that there are no fixed start and end dates for the Sessions, however all Sessions will take place during the Academic Year, usually on a weekly basis in accordance with the calendar provided at the start of the Academic Year. In these terms "**Academic Year**" means 1 September to 31 July in each year.

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

5. Auto-renewal

a. Your Subscription will auto-renew for subsequent Academic Years unless it is terminated in accordance with these terms.

b. We will provide you with a reminder by 30 April each year prior to renewal of the Subscription which will set out the renewal date and Charges for the following Academic Year. You can elect not to renew the Subscription at no cost to you, by providing us with written notice to office@nmpat.co.uk.

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

If our supply of the Session is delayed by an event outside our control, such as utility failures, pandemic, or failures by third- parties, we contact you as soon as possible to let you know and do what we can to reduce the delay.

7. Payment

a. You will pay us the charges for the Sessions (the "**Charges**") in accordance with the Charges and Payment Method set out in the relevant table in the Schedule.

b. 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.

c. Card details are stored and handled by a third- party processor.

d. If you need any assistance with amending your payment details, please contact us.

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

f. If payment is not made within 7 days of our notification, we may suspend access to the Sessions until payment has been made.

g. All outstanding sums must be paid in full and cleared funds prior to re-joining or renewing the Subscription.

h. Instrument costs, additional workshops or residential courses, examination related fees, concert dress or uniforms, tickets to concerts or performances.

8. 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: https://nmpat.co.uk/financial-support

9. Subscription Review

a. We reserve the right to review any Subscription if we believe that there is unsatisfactory attendance (regular non- attendance of Sessions without valid reasons communicated to us in advance), or if the Member has an inadequate musical level and is unable to maintain the standard of the music centre activities and/ or county ensemble as appropriate.

b. We will notify you if we raise any concerns in relation to our review of the Subscription and will discuss them with you in the first instance. We may require any or all of the following as a result of this discussion (i) recommend the Member move to a more appropriate group (ii) recommend additional practice or tuition (iii) temporarily suspend the Subscription or (iv) terminate the Subscription and refund any sums paid in advance (we will try to provide alternative solutions prior to exercising this right to terminate, but if we do we will always give you reasonable notice of any termination decision).

10. Member expectations-code of conduct

a. Members must respect the rules of the Centre and all staff instructions and our code of conduct (available here: https://nmpat.co.uk/conduct) and must ensure that they move safety and sensibly around the Centre. The Member must take care of Centre facilities and equipment, and not do anything that may damage or otherwise affect the Centre.

b. Music centre equipment is supplied for the Centre's use only. Members 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. Members must attend all scheduled events, and if a Member cannot attend, advance notice must be given to us as soon as possible.

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

11. Your Commitment

a. You commit to encourage regular practice of the Member and attendance at Centre Sessions, and must support performance opportunities and encourage progression through our pathways.

b. You must notify us as soon as reasonably practicable if a Member cannot attend a Session.

c. All instruments must be clearly labelled and identifiable as the Member's property.

12. Staff

a. All staff providing the Sessions are appropriately ~~professionally~~ trained and sufficiently experienced and are all subject to our safeguarding and employment procedures.

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

13. 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 staff are subject to enhanced DBS checks and our Centres are regularly risk assessed. Our safeguarding policy is available here: https://nmpat.co.uk/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 816682 or email safeguarding@nmpat.co.uk.

14. Supervision and safety

a. Please note that we are only responsible for the Member during scheduled Session times. You are responsible for ensuring the wellbeing and safety of the Member outside Session times including escorting the Member to and from the Centre safely and remaining contactable during Session times.

b. All Members must be collected promptly after the end of a Session. Upon initial registration we must be notified of collection arrangements and kept updated and notified immediately in the event of any changes to collection arrangements.

c. Depending on the age or additional needs of a Member, we may require you to remain on site for the duration of the Session.

d. You are responsible for informing us of any medical conditions, allergies or additional needs of a Member 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 Member's emergency contact information is kept up-to-date.

15. Additional Resources and Communication

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

b. If the Member 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.

16. Instruments

a. Instruments and any associated materials or accessories must be brought to each Session by the Member in good working order.

b. Instruments must be stored in designated areas in the Centre when not in use during a Session. We are not responsible for any loss, damage or theft of any personal items (including instruments) under any circumstances and all such items are brought to and left at the Centre at your own risk.

c. We can, subject to availability, offer loans of instruments to Members. This is subject to a separate instrument loan agreement. If you require further information regarding this, please contact us. Please note that this loan is not available for all instrument types, and excludes guitars, keyboards and drum kits. Waiting lists may apply to popular instruments.

17. If you Change your Mind

a. If you booked your Sessions 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 Sessions and receive a refund of any amounts paid up front, but will not be entitled to a refund for Sessions already provided.

b. If you change your mind, contact us 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. You can end an on-going Subscription

a. If you want to cancel an ongoing Subscription, you will need to provide us with written notice to office@nmpat.co.uk by half term of a Term, with the Subscription to cease at the end of that Term. In these terms and conditions "**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.

b. Please note that you will **not** be entitled to a refund for any Sessions paid for in advance if you decide to cancel the Subscription during the Subscription Period set out in the Schedule.

19. Situations where we will not refund the Charges

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

a. if a Member stops attending Sessions, but no written notice to terminate has been provided by you in accordance with these terms;

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

20. Cancelling or Change Sessions

a. If we cannot provide the Sessions for more than 2- months in an Academic Year for reasons within our control, you are entitled to end the Subscription by providing us with written notice, and we will refund you for any Sessions 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 Sessions 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 Sessions 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 Sessions which won't be provided.

We can also end our contract with you for the Sessions 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 Member.

24. Losses We're Not Responsible For

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 6.

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

To the extent that you use our services for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the Sessions and all claims for loss of profit or indirect or consequential loss are wholly excluded.

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 apply to our contract

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**. You can change your billing details by providing us with written notice.

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 Sessions are provided with reasonable care and skill, however we do not guarantee specific outcomes to the Member, including improvements in results, grades, skill or performance level or entry to specific concerts or performances.

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

28. How to Contact Us

Our contact details should you have any queries about our Sessions 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: SUBSCRIPTION OPTIONS

Music Centre Activities Subscription

Subscription	Period	Session dates	Charges	Payment Method	Start date	End date	Cancellation during the Subscription
Full Year Subscription	One Academic Year	As per calendar released at the start of the Academic Year	Payable (a) per Term in advance of the first Session of that Term or (b) in full in advance of commencement of the Subscription, or in 10 equal, monthly instalments from September to June	Direct debit, card payment or invoice	September	June	Written notice is required in accordance with 18.a to cease the Subscription with effect at the end of that Term.
Mid- term entry	From any date within a Term until the end of the Academic Year	As per calendar released at the start of the Academic Year	Mid-term Charges payable on subscription for the initial part- Term of joining, then per Term at the start of each Term for subsequent Terms or in equal, monthly instalments until June.	Direct debit, card payment or invoice	Any date during the Academic Year	June	
Open Day Trial Offer for prospective members only (i.e. members who have not previously subscribed to the Sessions).	Scheduled one-day open day	Held on first session after each half- Term	Upon attendance at an open day, prospective members entitled to attend the sessions in the second half of that Term for free. Subsequent Terms charged at standard rate of Charges.	Direct debit, card payment or invoice	From attendance at an open day	June	

We will notify you in advance of the due date of each Term payment.

Information relating to the Music Centre Activities Subscription.

1. **Auditions.** No auditions are required for the music centre activities.

2. **Sessions**. There is no requirement for Members to be undertaking instrumental or vocal lessons. The music centre activities are open to all appropriate age and ability levels.

County Ensemble Subscription

Subscription	Period	Session dates	Charges	Payment Method	Start date	End date	Cancellation during the Subscription
Full Year Subscription	One Academic Year	As per calendar released at the start of the Academic Year	Payable (a) per Term in advance of the first Session of that Term or (b) in full in advance of commencement of the Subscription or in 10 equal monthly instalments from September to June.	Direct debit, card payment or invoice	September	June	Written notice is required in accordance with 18.a to cease the Subscription with effect at the end of that Term.

Mid- term entry	From any date within a Term until the end of the Academic Year	As per calendar released at the start of the Academic Year	Mid-term Charges payable on subscription for the initial part- Term of joining, then per Term at the start of each Term for subsequent Terms or in equal, monthly instalments until June.	Direct debit, card payment or invoice	Any date during the Academic Year	June	

Information relating to the County Ensemble Subscription

1. **Auditions.** Auditions for the ensemble will take place for Members on an annual basis. Audition requirements will be communicated to you/ the Member in advance.

2. **Sessions**. Members are expected to maintain their musical level, to ensure that Members can progress with the ensemble repertoire and maintain the ensemble standards. If you wish to purchase instrumental lessons through us, please do let us know.

What is included in all Subscriptions. The following activities are included in the Subscription:

a. **Weekly Sessions**. Regular weekly Sessions during the Academic Year in accordance with the published calendar; access to age and ability appropriate ensembles and activities; Sessions led by qualified and experienced conductors, tutors and workshop leaders; high- quality repertoire and musical and performing arts experiences; and performance opportunities throughout the Academic Year.

b. **Additional Benefits**. Access to our performance platforms and concerts; social and musical development in a group setting; opportunities to participate in special projects, workshops or events; access to music centre facilities during Session times; and connections to our wider opportunities and programmes.

Placement in the Music Activities or County Ensemble. We will place Members in music activities or ensembles appropriate to their age and school year, singing or playing standard and experience, instrument and voice type, availability and capacity and the Member's interests and goals. We may move Members between groups for musical or organisational reasons, and we will notify you of this as soon as possible. These changes are made in the Member's musical interests. The Subscription will continue with the Member in their new placement.

Minimum Numbers. If a certain activity or ensemble requires a minimum number of Members to run effectively, if there is an insufficient number of Members, we may combine groups, offer an alternative ensemble placement or cancel the Subscription with a full refund to you for any unused Sessions paid for in advance.

Performances. The Subscription includes participation in our organised concerts and events, and we encourage all Members to participate for musical and personal development. We hold multiple performances opportunities throughout the Academic Year. Performances may be at the Centre or other venues. Please note that tickets to such performances are **not** included in the Charges for the Subscription, and attendees will need to purchase tickets separately.

Additional performances and events. Members may be invited to participate in special projects, residential courses or external events. Participation in these is optional unless otherwise specified as part of the ensemble or activity programme. Any additional costs in relation to these additional performances and events will be communicated in advance to you, and separate booking and payment arrangements will apply.