NMPAT

Northamptonshire Music and Performing Arts Trust

Terms and conditions for services between NMPAT and schools/establishments

1. Interpretation

1.1 **Definitions**:

"Applicable Laws" all applicable laws, statutes, regulations and codes from time to time in force.

"Business Day" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Charges" the charges payable by the Customer for the supply of the Services by NMPAT.

"Conditions" these terms and conditions set out in clause 1 to clause 15 (inclusive).

"Confidential Information" all information (however recorded or preserved) that one party discloses or makes available to the other party (recipient) in connection with the Contract and which would be regarded as confidential by a reasonable person, including any information of a confidential nature relating to the Charges or the operations, products or other customers of either party but excluding: information that is or becomes generally available to the public through no fault of the recipient; is independently developed by or for the recipient; or was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is under no confidentiality obligation with respect to that information.

"Contract" the contract between the Customer and NMPAT for the supply of the Services comprising the Order Form and these Conditions.

"Customer" the school or educational institution engaging NMPAT to provide Services pursuant to an Order Form.

"Customer Materials" all documents, information, items and materials (whether owned by the Customer or a third party), which are provided by the Customer to NMPAT in connection with the Services.

"Effective Date" the date which we accept your Order Form.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Lessons**" the music lessons provided by the Tutor on behalf of NMPAT as part of the Services.

"Losses" all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

"**Order Form**" the Customer's online order form for the Services submitted to NMPAT.

"Services" the services to be provided by NMPAT, set out in the Order Form and Schedule 1.

"**Term**" means each school term in each calendar year, being the autumn term, spring term and summer term.

"**Tutor**" means the music teacher provided by NMPAT to the Customer to supply the Services.

1.2 **Interpretation**:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to legislation or legislative provisions is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Term

2.1 The Contract starts on the Effective Date and continues, unless terminated earlier in accordance with its terms, until either party gives to the other notice in writing to terminate as follows:

2.1.1 For individual, paired and group Lessons:

(A) By October 31st for actual termination at the end of the autumn term;

(B) By January 31st for actual termination at the end of the spring term; and

(C) By May 30th for actual termination at the end of the summer term.

2.1.2 For all other Services (including Whole Class Instrumental Tuition and mid- year short products e.g. Let's Get Play, Vocal Curriculum, one- term Whole Class Instrumental Tuition), no less than 8 weeks' prior to the end of that academic year.

For the avoidance of doubt, the Customer 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 by the Student.

3. Order Form

3.1 The Customer shall submit an Order Form to NMPAT for the Services.

3.2 The Customer shall provide NMPAT with as much information as NMPAT reasonably requests in relation to the Order Form and the Services to be provided.

3.3 In relation to the Order Form, the following provisions shall apply:

3.3.1 the minimum lesson time shall be 30 minutes for each Tutor visit;

3.3.2 the Customer must ensure that it can bear the cost of the Services requested in the Order Form;

3.3.3 NMPAT shall try to accommodate specific day and time requests in the Order Form, but cannot guarantee this;

3.3.4 All contracts shall be 33- week contracts); and

3.3.5 the total duration requested in the Order Form shall be used by NMPAT in calculating the cost of cancellation or reduction in volume of the Services in accordance with this Contract.

3.4 NMPAT is entitled to accept or decline the Order Form in its sole discretion and shall notify the Customer in writing if the Order Form is accepted.

3.5 Once the Order Form has been accepted by NMPAT, no amendment shall be made to it except by mutual agreement in writing and subject to clause 9.6.

4. Supply of services

4.1 NMPAT shall supply the Services to the Customer from the Effective Date in accordance with the Contract and, in particular, the service levels and standards in Schedule 1.

4.2 In supplying the Services, NMPAT shall:

4.2.1 perform the Services with reasonable care and skill in accordance with the generally recognised standards and practices in its industry;

4.2.2 use reasonable endeavours to meet any performance dates specified in the Contract but these dates are estimates only;

4.2.3 comply with all Applicable Laws; and

4.2.4 use reasonable endeavours to ensure its Tutors observe all reasonable health and safety and security requirements that apply at any of the Customer's premises they access and have been communicated to NMPAT in advance in writing. NMPAT will not be liable under the Contract if, as a result of observing these requirements, it is in breach of any of its other obligations under the Contract.

5. Customer's obligations

5.1 The Customer shall:

5.1.1 comply with its obligations set out in Schedule 1;

5.1.2 co-operate with NMPAT in all matters relating to the Services;

5.1.3 provide NMPAT and its Tutors with access to the Customer's premises and other facilities as reasonably required by NMPAT for the performance of the Services in a timely manner;

5.1.4 provide NMPAT with all information and materials as NMPAT may reasonably require to provide the Services in a timely manner and ensure that they are accurate and complete; and

5.1.5 comply with all Applicable Laws in its performance of the Contract.

5.2 To the extent NMPAT's performance is prevented or delayed by any act or omission of the Customer or any of its employees, agents, consultants or other supplier's ("**Excusing Cause**"), NMPAT will not be in breach of the Contract nor liable for any Losses incurred by the Customer as a result of its performance being prevented or delayed.

5.3 Without prejudice to any other right or remedy it may have, NMPAT shall be:

5.3.1 allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause;

5.3.2 entitled to payment of the Charges despite its performance being prevented or delayed; and

5.3.3 entitled to recover any Losses, including additional costs, incurred because of the Excusing Cause.

6. Instruments

6.1 As part of the provision of the Services, NMPAT shall provide musical instruments to the Customer required for the Lessons. The students shall be entitled to take such musical instruments home if needed for practice subject to the student completing and submitting a loan form to us for the instrument.

6.2 All musical instruments provided by NMPAT shall always remain NMPAT'S property and must be insured by the Customer whilst in the possession of the Customer.

6.3 The Customer shall ensure that the musical instruments are stored securely, kept in good and usable condition and are kept safe from unauthorised use, damage or loss. The Customer shall not provide the musical instruments for use to anyone else (including other teachers) without NMPAT's prior written consent.

6.4 The Customer will be liable to NMPAT for any negligent or malicious damage to or loss of the musical instruments (excluding fair wear and tear and accidental damage).

6.5 The musical instruments are provided on an 'as is' basis, and the Customer will be solely responsible for any consumables required in relation to the musical instruments including strings, reeds and valve oil.

6.6 The Tutors will be entitled to inspect and monitor the state and condition of the musical instruments at any time to ensure compliance with this Contract.

6.7 The Customer will be responsible for ensuring that any musical instruments are returned to NMPAT (either made available for collection by a Tutor at the School or returned directly to NMPAT at Kettering Road Music Centre, located at 125 Kettering Road, Northampton, NN1 4AZ) if the Lessons for that student cease or at the end of a project.

7. Data protection

Each party shall comply with its data protection obligations set out in Schedule 2.

8. Intellectual property

8.1 The Customer acknowledges that NMPAT may provide the Customer with materials belonging to third parties which cannot be licensed to the Customer ("**Third Party Materials**"). The Customer shall comply with the terms (including any usage restrictions) that apply to the Third Party Materials and which have been provided to the Customer in writing.

8.2 The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials. The Customer grants NMPAT a non-exclusive, royalty-free licence to use, copy and modify the Customer Materials during the term of the Contract for the purpose of providing the Services to the Customer. NMPAT may grant sublicences of the Customer Materials to its Tutors and other suppliers where necessary for the performance of the Services.

8.3 The Customer shall indemnify NMPAT against all Losses incurred by NMPAT because of any claim that the supply, receipt or use of the Customer Materials infringes the Intellectual Property Rights of any third party. The Customer shall not be liable under this indemnity to the extent that the actual or alleged infringement arises from the use of the Customer Materials for a purpose or in a manner not authorised by the Customer.

9. Charges and payment

9.1 In consideration for the provision of the Services, the Customer shall pay NMPAT the Charges in accordance with this clause 9.

9.2 NMPAT shall invoice the Customer for the Charges on or within a reasonable time from commencement of the start of each Term for Services to be performed in that Term.

9.3 The Customer shall pay each invoice submitted to it by NMPAT within 30 days of the invoice date to a bank account nominated in writing by NMPAT.

9.4 Without prejudice to any other right or remedy that NMPAT may have, if the Customer fails to pay any sum due to NMPAT under the Contract by the due date:

9.4.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, along with a late payment charge of £40 for each overdue invoice; and

9.4.2 NMPAT may suspend all or part of the Services until payment has been made in full.

9.5 NMPAT shall provide written evidence of Tutor visits to the Customer on the Customer's request to verify any invoices raised by NMPAT.

9.6 The Customer acknowledges that once an Order Form is accepted by NMPAT, NMPAT may begin incurring costs in relation to allocating and assigning Tutors to provide the agreed Services, even if no Lessons have been provided to the Customer at that stage. The Customer shall therefore be liable for all costs and expenses incurred by NMPAT in fulfilling its obligations under the Order Form until the Contract has been formally terminated in accordance with clause 13, whether or not any Lessons have been provided to the Customer.

9.7 If a Tutor is scheduled and available to provide a Lesson and the Customer cancels the Lesson, the Customer shall still be liable to pay for that Lesson in full and shall not be entitled to any refund of Charges paid.

9.8 The Customer shall be entitled to a pro rata refund of any Charges paid in advance in the following scenarios:

9.8.1 where a Tutor cancels or is unable to attend a scheduled Lesson and no replacement Lesson is arranged by NMPAT within the 33- week term; and

9.8.2 where a Tutor does not attend a scheduled Lesson in full i.e. does not stay for the full agreed Lesson time, the Customer shall only be charged for the time actually provided by the Tutor.

Any refund will be made by NMPAT at the end of the relevant academic year, and for the avoidance of doubt, shall only be payable where NMPAT has not been able to reschedule any missed or short Lessons within the 33-week programme. The Customer acknowledges that there are contingency dates included in the Lesson programme for the purpose of 'catching up' on Lessons that NMPAT needs to reschedule, and the Customer will not be entitled to a refund where a Lesson is rescheduled to one of these contingency dates.

9.9 All amounts due under the Contract from the Customer to NMPAT shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.10 NMPAT will provide individual safeguarding letters of assurance to schools (See Schedule 1). Requests from schools for NMPAT to complete additional documents relating to safeguarding assurance will be subject to an administrative charge of £40 per document.

10. Direct Billing

10.1 Where NMPAT and the Customer enter into a direct billing arrangement, the provisions relating to payment of Charges to NMPAT and any refund provisions (including clauses 9, 11.3, 13.1, 13.2, 13.3) will not apply, and the provisions of Schedule 3 will apply instead.

10.2 Schedule 3 will only apply where NMPAT enters into a contract with the parent of the student, and if that contract is terminated for any reason, then the direct billing provisions will cease to apply and all other provisions of this Contract will apply.

11. Prolonged Unavailability of Tutors

11.1 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.

11.2 If a replacement Tutor is arranged, the replacement shall attempt to make up any previously missed Lessons, and no refund shall be payable to the Customer to the extent that such previously missed Lessons are provided.

11.3 Subject to clause 15.1, if NMPAT cannot find a replacement Tutor to provide the Services for the remainder of the duration specified in the Order Form or where such replacement Tutor cannot make up any previously missed Lessons, NMPAT shall refund any Charges paid in advance for the remaining Services and any previously missed Lessons not later provided by the replacement Tutor on a pro-rata basis.

12. Limitation of liability

12.1 Nothing in the Contract limits or excludes:

12.1.1 liability for deliberate default;

12.1.2 liability for death or personal injury caused by negligence;

12.1.3 liability for fraud or fraudulent misrepresentation;

12.1.4 liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; and

12.1.5 any other liability that cannot legally be limited.

12.2 Subject to clause 12.1 and 12.2, NMPAT's total aggregate liability under this Contract shall not exceed the Charges paid by the Customer to NMPAT in the 12 month period during which the event giving rise to the claim occurs, measured from the Effective Date and then each consecutive 12-month period thereafter.

12.3 Subject to clause 12.1, neither party will have any liability for:

12.3.1 loss of profits (including loss of anticipated savings);

12.3.2 loss of contracts or other opportunities;

12.3.3 loss of use or corruption of software, data or information;

12.3.4 loss of or damage to goodwill; or

12.3.5 indirect or consequential loss.

12.4 Subject to clause 12.1, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded from the Contract.

13. Cancellation of Lessons and Termination

13.1 The Customer may cancel a scheduled Lesson on providing NMPAT with no less than 10 Business Days' written notice.

13.2 The Customer shall be entitled to a refund at the end of an academic year of any Charges paid in advance in respect of any Lesson cancelled in accordance with clause 13.1 that is not made up on a contingency date.

13.3 For the avoidance of doubt, if the Customer cancels any Lesson on less than 10 Business Days' written notice, the Customer shall still be liable for the Charges in relation to that Lesson.

13.4 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by notifying the other party if:

13.4.1 the other party commits a material breach of any term of the Contract which is not capable of remedy; or if capable of remedy, is not remedied within a period of 14 days by the other party after being notified to do so;

13.4.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or enters into any other restructuring or closure process;

13.4.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

13.4.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.5 Without affecting any other right or remedy available to it, NMPAT may terminate the Contract with immediate effect by notifying the Customer if:

13.5.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified to make that payment; or

13.5.2 the Customer cancels more than two Lessons in any ten-week rolling period.

13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract will remain in full force and effect.

13.7 Termination of the Contract will not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14. Post-Termination Obligations

14.1 On termination of the Contract for whatever reason, the Customer shall:

14.1.1 immediately pay all of NMPAT's outstanding unpaid invoices and interest and, where no invoice has been submitted for Services supplied, NMPAT may submit an invoice, which shall be payable immediately on receipt; and

14.1.2 return all musical instruments provided by NMPAT to the Customer or, if agreed with NMPAT, pay NMPAT the replacement value of those musical instruments at an amount to be determined by NMPAT in its sole discretion, considering any fair wear and tear.

15. General

15.1 **Force majeure**. Neither party shall be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

15.2 **Assignment and other dealings**. The Customer shall not assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of NMPAT (consent not to be unreasonably withheld or delayed). NMPAT reserves the right to assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.3 **Confidentiality**. Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by this clause 15.3.

Each party may disclose the other party's Confidential Information:

15.3.1 to those of its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract ("**Representatives**"). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 15.3; and

15.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including under the Freedom of Information Act 2000 or any other statutory transparency obligations applicable to the Customer).

Except as permitted above, neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

15.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

15.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

15.8 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to its address specified in the Order Form; or sent by email to the email address specified in the Order Form, or to any other address as it may have notified to the other party in accordance with this clause 15.8.

Any notice shall be deemed to have been received:

15.8.1 if delivered by hand, at the time the notice is left at the proper address;

15.8.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

15.8.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.10 **Governing law & Jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English and Welsh courts.

SCHEDULE 1

Services

1. **NMPAT's OBLIGATIONS**

2. Teaching Services

- The recommended lesson formats are as follows:
  - 15- minute individual lessons;
  - 20- minute paired or individual lessons (max 2 students);
  - 30- minute shared or individual lessons (max 3 students);
  - 30- minute group lessons (for between 4 – 8 students)
- Lessons less than 15- minutes are not deemed effective and NMPAT may decline to provide lessons less than 15- minutes in length.
- NMPAT shall provide one progress log via update diary or SpeedAdmin per student in each term of the school year.

3. NMPAT's Commitments

- High-quality teaching following national curriculum standards (e.g. A Common Approach, National Curriculum, Model Music Curriculum, National Plan for Music Education)
- Regular monitoring of teachers
- Arrange timetables for visits
- Provide staff with ongoing continued professional development
- Provide staff with annual safeguarding training at the beginning of each academic year in line
- All staff meet NMPAT Teaching Standards
- All safer recruitment checks completed:
  - Safer Recruitment guidance followed
  - Identity checks
  - Children's barred list check
  - Enhanced DBS
  - Prohibition check
  - Overseas check (where applicable)
  - Qualification checks
  - Right to work check
  - All checks satisfactory
- Provide a **letter of assurance** for each member of NMPAT staff. This will confirm:
  - The teacher's full name
  - That the checks listed above have been undertaken (and were satisfactory) prior to appointment
  - That the teacher has completed annual safeguarding and child protection training appropriate to their role, been made aware of their responsibilities to safeguard and promote the welfare of children, received guidance on professional boundaries and appropriate conduct, and been instructed on how to raise safeguarding concerns promptly

- That at the date of the letter there are no known substantiated safeguarding concerns relating to this individual and that the individual is not subject to any ongoing safeguarding investigations.
- That the teacher has not had any breaks in teaching delivery of longer than three months during their period of employment with NMPAT.
- That should any safeguarding concerns arise, or should there be a change in suitability, NMPAT will inform the school without delay.

- Notify Customers of planned absence 5 working days in advance
- Notify Customers of unplanned absence ASAP
- Offer cover teaching for long-term absence where possible
- Hold student data securely (password-protected databases, GDPR compliant)

4. TUTORS

The Tutors shall:

- Help identify students for music lessons
- Facilitate access to ensembles, workshops, special events
- Written assessment and reporting on students' work
- Use practice diary/log
- Keep attendance records
- Support curriculum needs
- Discuss and review progress with Customer staff
- Follow child protection and safeguarding procedures
- Have the original copy of their DBS certificate available upon their first visit to a school

5. CUSTOMER OBLIGATIONS

The Customer shall:

- Support visiting teachers to do their job effectively
- Share any concerns, particularly those relating to safeguarding, promptly
- Provide student data required (for lessons and DfE reporting via Arts Council)
- Provide WiFi access for online registers and teaching materials on an appropriate device
- Support instrument care advice
- Provide suitable, secure storage for instruments loaned to schools or students
- Help recover instruments from students who stop learning
- Provide suitable teaching spaces: safe, clean, adequate size, heat, light, ventilation, openly-visible (i.e. no spaces with windowless doors), equipped with appropriate technology
- For whole class lessons: ensure class teacher/designated staff member present
- Give 10 clear working days' notice for one-off cancellations
- Support and encourage students entered for exams
- Nominate single liaison staff member who communicates Customer calendar
- Contribute to monitoring and evaluation
- Effective communication system with visiting tutors

- Work to ensure satisfactory student attendance and punctuality
- Liaise between tutors and parents
- Celebrate student progress through performances
- Support progression by encouraging ensemble participation
- Provide the specific facilities and support set out in the remainder of this Schedule 1

6. TEACHING SPACE REQUIREMENTS

7. Suitable teaching rooms with:

- Safe and clean environment
- Adequate size for lesson format (individual, paired, or small group)
- Appropriate heating, lighting, and ventilation
- Minimal noise disruption from adjacent spaces
- Door with window (safeguarding requirement)
- Suitable seating (chairs without arms for instrumentalists)

8. Provide access to facilities:

- Secure parking for Tutors where possible
- Access to toilet facilities
- Access to staff room/refreshment facilities
- Secure storage space for NMPAT equipment if required.

9. Room scheduling:

- Same room allocated each week where possible (continuity)
- Room available for full duration of Tutor's visit
- Any room changes communicated to Tutor in advance
- Emergency alternative space identified if usual room unavailable

10. WIFI AND TECHNOLOGY ACCESS

11. Required access for NMPAT Tutors:

- Reliable WiFi connection for:
    - Electronic lesson registers (attendance tracking)
    - Access to digital teaching materials
    - Communication with NMPAT office
    - Parent communication when needed
- Wifi credentials provided to Tutors:
    - Guest network access is acceptable
    - Credentials to be shared at start of the academic year or when Tutors change.

12. STUDENT ATTENDANCE AND PUNCTUALITY

13. Attendance Coordination

- Clear system for releasing students from class for their lesson time
- Students reminded of lesson time (timetables, verbal reminders)

- Support with locating students if they don't arrive promptly

14. Timetabling Support

- Cooperation with tutor to create viable lesson schedule
- Advance notice of Customer closure days, INSET days, sports days
- Advance notice of any timetable changes affecting lesson times

15. Communication for class teachers

- Class teachers aware of which students have music lessons and when
- Students released promptly at correct time
- Support for students to catch up on missed classwork where needed

16. COMMUNICATION AND LIAISON

17. Designated Liaison Person

- Customer to nominate:
  - Single staff member as main NMPAT liaison
  - Usually: music coordinator or administrator
  - Name and contact details shared with NMPAT office and tutors
- Liaison responsibilities:
  - First point of contact for NMPAT tutors
  - Coordinates room bookings and timetabling
  - Facilitates communication between tutors and Customer staff
  - Escalates any concerns to NMPAT office when needed

18. Regular Communication

- Tutors communicate with Customer about:
  - Weekly attendance and any concerns
  - Student progress and any issues affecting learning
  - Scheduling conflicts or changes needed
  - Any safeguarding concerns (immediate escalation)
- Customer communicates with tutors about:
  - Student absences or circumstances affecting learning
  - Customer calendar changes affecting lesson schedule
  - Room changes or facility issues
  - Any relevant student information (SEN, medical, wellbeing)
- Both parties escalate to NMPAT office:
  - Serious concerns about student welfare or progress
  - Persistent attendance issues
  - Facility or resource problems that cannot be resolved locally
  - Any complaints or disputes

19. SAFEGUARDING COORDINATION

20. Clear Responsibilities

- During lesson time:
  - NMPAT tutor responsible for student during actual lesson
  - Customer responsible for student during school day outside lesson times
  - Clear handover when student collected/returned to class
- NMPAT's safeguarding standards:
  - All tutors have enhanced DBS checks
  - All tutors trained in safeguarding procedures
  - Tutors follow NMPAT safeguarding policy
  - NMPAT has designated safeguarding leads (DSLs)
- Customer's role:
  - Tutors work within Customer safeguarding framework
  - Tutors follow Customer's visitor/contractor procedures
  - Any safeguarding concerns raised with both Customer DSL and NMPAT DSL
  - Customer provides emergency contact procedures to Tutors

21. Supervision Arrangements

- Lessons typically delivered as **individual, small groups or pairs**
- Tutors follow NMPAT lone working policy
- Customer's aware of which rooms Tutors are using and when

22. SCHEDULING AND CALENDAR COORDINATION

23. Academic Year Planning

NMPAT delivers 33 teaching weeks per academic year

- Customer to provide:
  - Customer term dates for the academic year (as early as possible)
  - INSET days and closure days
  - Known dates when lessons cannot take place (sports days, school trips, etc.)
- NMPAT provides:
  - Teaching period dates (aligned with Customer Term)
  - Tutor availability and any planned absences
  - Contingency dates for catch-up lessons

24. Managing Disruptions

- Customer closure:
  - Customer notifies NMPAT as soon as possible
  - NMPAT arranges catch-up lessons within academic calendar
- Customer events affecting multiple students:
  - Customer provides as much notice as possible
  - NMPAT tutors attempt to reschedule affected lessons

- Contingency time built into academic calendar

- Individual student absence:
  - Customer informs tutor on the day where possible
  - No catch-up guarantee for individual student absence
  - Persistent absence communicated to NMPAT office

25. INSTRUMENTS AND EQUIPMENT

26. NMPAT music instruments

- Student instruments:
  - NMPAT loans instruments to students free of charge (subject to availability)
  - Parents responsible for instrument care and insurance
  - Customer not responsible for damage or loss of loaned instruments
- Customer support required:
  - Secure storage space for instruments kept at Customer's premises
  - Support ensuring students bring instruments to lessons
  - Notification to NMPAT if instruments appear damaged or neglected

27. Tutor Equipment

- NMPAT tutors may bring:
  - Teaching materials and resources
  - Small percussion instruments
  - Recording/playback equipment
  - Music stands
- Customer provides:
  - Safe storage for equipment if tutor teaching multiple days per week
  - PAT testing for electrical items left in school (coordinated with NMPAT)

28. STUDENT WELFARE AND ADDITIONAL NEEDS

29. Information Sharing

- Customer to share relevant information about:
  - Special educational needs (SEN/SEND)
  - Medical conditions affecting participation
  - Any adjustments needed for full participation
  - Relevant wellbeing or pastoral concerns
  - Communication needs (language, hearing, etc.)
- Purpose of information sharing:
  - Enable tutor to adapt teaching approach
  - Ensure student safety and wellbeing
  - Support student progress and engagement
  - Comply with GDPR and Data Protection requirements

30. Inclusive Practice

- NMPAT is committed to inclusive music education:
  - Tutors trained in differentiation and adaptive teaching
  - Reasonable adjustments made for students with additional needs
  - Customer support valued in identifying barriers and solutions
  - Regular dialogue between Tutor, Customer, and parents

31. **PERFORMANCE OPPORTUNITIES AND ENRICHMENT**

32. School Based Opportunities

- NMPAT encourages:
  - Students participating in Customer instrumental/vocal ensembles
  - Students performing in Customer concerts and assemblies
  - Customer celebrating student musical achievements
- Customer support valued:
  - Promoting NMPAT lessons to current and prospective families
  - Celebrating student progress and exam successes
  - Creating performance opportunities within the school
  - Encouraging continued engagement with music

33. NMPAT Opportunities beyond School

- Additional opportunities NMPAT offers:
  - Music Centres (weekly ensemble sessions)
  - County Ensembles
  - Examination preparation (ABRSM, Trinity, etc.)
  - Concerts and performance events
  - Residential and non- residential courses
- Communication:
  - Tutors share information about wider NMPAT opportunities
  - Customers encouraged to promote these opportunities to families

34. **QUALITY ASSURANCE & PROFESSIONAL DEVELOPMENT**

35. Lesson Observations

- NMPAT conducts occasional lesson observations for:
  - Performance management and staff development
  - Quality assurance and monitoring
  - Probation and appraisal purposes
- What this means for Customers:
  - NMPAT observer may visit lessons occasionally
  - Non-intrusive observation of teaching practice
  - Customer advance notification provided where possible
  - Observer follows Customer visitor procedures

36. Professional Standards

- NMPAT tutors expected to:
  - Arrive punctually and professionally presented
  - Maintain accurate lesson registers
  - Communicate professionally with Customer staff
  - Follow Customer policies and procedures
  - Uphold NMPAT's professional standards
- If concerns arise:
  - Customer liaison person contacts NMPAT office
  - NMPAT addresses concerns promptly and professionally
- Regular feedback welcomed to maintain standards

SCHEDULE 2

Data protection

37. Definitions

37.1 **"Applicable Data Protection Laws"** all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

37.2 **"Commissioner", "controller", "data subject", "personal data", "personal data breach", "processor"** and **"processing"** as defined in Applicable Data Protection Law.

37.3 **"Customer Personal Data"** any personal data which NMPAT processes in connection with the Contract on behalf of the Customer as a processor.

37.4 **"UK GDPR"** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

38. Terms

38.1 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with the Contract. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

38.2 Without prejudice to paragraph 2.1, the Customer shall ensure that it has all necessary consents and notices in place to enable the Customer Personal Data to be lawfully transferred to or collected by NMPAT, and further processed by NMPAT, in connection with the performance of the Contract.

38.3 For the purposes of the Contract, the parties acknowledge and agree that NMPAT shall be a processor in respect of any Personal Data it processes to provide the Services, except where (a) the Services involve direct billing with a student's parent(s) or guardian or (b) where NMPAT provides additional direct Services to a student independently of the Customer (in such cases each party will be an independent controllers in respect of such Personal Data).

38.4 In relation to the Customer Personal Data, the scope, nature, purpose and duration of processing by NMPAT and the types of personal data and categories of data subject are as follows:

38.4.1 **Scope:** The purpose of delivering music lessons to students of the Customer and managing their participation in the music programme.

38.4.2 **Nature:** Collecting, storing, organising and using the Customer Personal Data to plan the Lessons, provide progress reports, submitting students for exams, tracking instrument loans and reporting to the Arts Council England.

38.4.3 **Purpose of processing:** Providing music lessons.

38.4.4 **Duration of processing:** The duration of the Contract.

38.4.5 **Types of personal data:** Student data, including first and last names, year group, gender and health data relevant to the provision of the Services.

38.4.6 **Categories of data subject:** Students of the Customer.

38.5 Without prejudice to paragraph 2.1, NMPAT shall, in relation to Customer Personal Data:

38.5.1 process that Customer Personal Data only on the documented instructions of the Customer, unless NMPAT is required by Applicable Laws to otherwise process that Customer Personal

Data. Where NMPAT is relying on Applicable Laws as the basis for processing Customer Personal Data, NMPAT shall notify the Customer of this before performing the processing unless prohibited from doing so by those Applicable Laws.

38.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;

38.5.3 ensure that any personnel engaged and authorised by NMPAT to process Customer Personal Data are obliged to keep that personal data confidential;

38.5.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to NMPAT), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators;

38.5.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

38.5.6 at the written direction of the Customer, delete or return to the Customer all Customer Personal Data on termination of the Contract unless NMPAT is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this paragraph 2.5.6, Customer Personal Data shall be considered deleted where it is put beyond further use by NMPAT;

38.5.7 make available information to the Customer to demonstrate its compliance with this Schedule 2, and allow for audits by the Customer (or its designated professional auditors) for this purpose on not less than 14 days' notice, provided that NMPAT is not obliged to allow more than one audit in any year or make available any information that concerns any other customer of NMPAT or could compromise the security of NMPAT's systems or cause it to breach any legal obligation. NMPAT is not obliged to grant access to any third-party auditor until that auditor signs a confidentiality agreement with NMPAT on terms reasonably satisfactory to NMPAT; and

38.5.8 not transfer any Customer Personal Data outside the UK or EEA without the Customer's prior written consent.

38.6 The Customer provides its prior, general authorisation for NMPAT to appoint processors to process the Customer Personal Data, provided that NMPAT:

38.6.1 ensures that the terms on which it appoints any processor comply with Applicable Data Protection Laws and are consistent with the obligations imposed on NMPAT in this Schedule 2;

38.6.2 remains responsible for the acts and omissions of any processor as if they were the acts and omissions of NMPAT; and

38.6.3 informs the Customer of any intended changes concerning the addition or replacement of processors after the Effective Date, giving the Customer the opportunity to object to changes provided that if the Customer objects to a change where it has reasonable grounds to do so.

39. Privacy Policy

All processing shall be carried out in accordance with NMPAT's Privacy Policy, available at https://nmpat.co.uk/privacy-policy/.

SCHEDULE 3

Direct Billing

The terms in this Schedule shall apply where the Lessons are delivered at the Customer's premises, but where NMPAT bills the parent of the student directly, these terms shall only apply where NMPAT enters into a direct billing arrangement with the parent of the student.

Direct Billing Model

- Parents contract with and pay NMPAT directly
    - Customer is not involved in billing or payment collection
    - Customer is not party to the parent-NMPAT contract
    - Customer does not handle payment queries or disputes
- Customer's role:
    - Facilitate lessons through provision of space and coordination as per Schedule 1
    - Support student attendance and engagement
    - Not to pursue parents for payment on NMPAT's behalf
    - Support communication with families of direct billing students.
    - Share promotional material with wider school community.
- Payment Issues
    - If parents approach Customer about payment:
    - Customer directs parents to NMPAT office: 01604 637117 or office@nmpat.co.uk
    - Customer does not discuss individual payment arrangements
- All financial queries handled by NMPAT directly
- If parents in financial difficulty:
    - NMPAT offers remissions scheme for families in genuine need
    - Customer may signpost families to this support
    - Applications handled confidentially by NMPAT