# REGULATIONS AND CONDITIONS FROM SEPTEMBER 2024

From time to time, we will update these Regulations and Conditions and will always contact you to notify of any changes.

This is a document for parents/carers, or schools on behalf of a parent/carer. You must be over 18 to apply for our services and you must have legal responsibility for any child named.

If you are a school applying on behalf of a parent/carer for a pupil in your school, the school takes on full responsibility for abiding by the Regulations and Conditions, including being held liable for any debt incurred.

# Glossary:

Throughout this document, the following terms are used:

- "you" refers to "you, the parent or carer" [or "school" if the school makes the application]
- "instrument" or "instrumental" includes "vocal" and "singing"
- "SpeedAdmin" is the parent portal through which you manage your account
- "pupil" refers to "all children and young people"
- "year" refers to the academic year September to August
- "WSM" refers to "West Sussex Music"

#### 1. Lessons

The standard course of instrumental tuition at **schools** is **33 lessons** across the year. The standard course of instrumental tuition at **Music Centre** is **30 lessons** across the year.

**Group lessons** for three or more pupils are 30 minutes duration. A group of two pupils will share a group lesson of 20 minutes duration. Every effort is made to group pupils on the same instrument or at the same stage (grade) of learning, however this is not always possible, and the teacher reserves the right to teach groups of mixed instruments and mixed abilities.

**Individual lessons** are taught at 20-minute or 30-minute durations. Longer lessons are also available at 40-minute or 60-minute durations. The option of individual lesson length is determined by the teacher's availability and judgement.

**Online lessons:** by agreeing to our online lesson policy, we reserve the right to offer online lessons where face-to-face lessons are not possible because of school closure or teacher absence.

## 2. Lesson choice

It is not possible to offer teaching on the full range of instruments or choice of lesson type in every school. If WSM is unable to offer lessons in a school as requested, we may offer lessons on an alternative instrument or signpost to an Associate Tutor. Associate Tutors are approved, independent providers and not employed by WSM. Associates set their own rates and agreements with parents/carers and are not subject to these Regulations and Conditions.

# 3. Music Centre activities

The standard course of Music Centre activities is **30 sessions** across the year.

Music Centre sessions take place on Saturdays or weekday evenings during term time. The activities are led by WSM teachers and Associate Tutors. Music Centre activities are open to children and young people up to the age of 21 in full-time education or a gap-year. Some activities are age-specific, and some require pupils to have reached a minimum standard before they are eligible to join. Membership of West Sussex Youth Orchestras and Choirs may be

subject to a competitive audition.

#### 4. Instrument hire

We have a limited stock of instruments to support pupils learning through WSM or with an Associate Tutor. Although we always try to help, we cannot guarantee to provide an instrument for every pupil. Priority will be given to families eligible for the Bursary Fund and for pupils in their first year of lessons. The period of hire is initially for one school year but may, subject to availability, be extended. If instrument hire starts in the second half of a term, a charge of 50% will be made for this initial part term. The instrument is to be used only by the pupil named in the hire agreement. The instrument remains the property of WSM. Instruments may be available for private hire to pupils not learning their instrument through WSM or its associates. Please be aware that if the instrument is subsequently required by a WSM pupil, we reserve the right to cancel the agreement with at least 6 weeks' notice.

# 5. Application process

When an application for lessons, music centre or instrument hire is received a parent/carer account is created in SpeedAdmin. SpeedAdmin is the parent portal where you can view your account, pay invoices, and view messages regarding your child's activities.

#### Lessons

Once your application has been processed, the pupil will be placed on the relevant teacher's waiting list. The instrumental teacher will contact you to let you know when lessons might start. Please note that the lesson start date will depend on the spaces available.

#### **Music Centre activities**

We aim to turn around your application swiftly. Please note that for some activities it may not always be possible to start immediately.

#### Instrument hire

It is the parent's/carer's responsibility to apply for instrument hire when a lesson start date has been confirmed with the teacher. Not doing so may result in the instrument not being available for the first lesson. We will contact you when your instrument is available. Instruments can be collected from our instrument store at Petworth, or we can arrange to send the instrument to a school which is part of the West Sussex schools' courier route, allowing two school weeks for delivery.

# 6. The cost of lessons, music centre, and instrument hire

Payment is either by 12 equal payments via direct debit or 3 termly payments payable on invoice.

#### Lessons

Group £9.50 per lesson Individual 20 £15.60 per lesson Individual 30 £23.30 per lesson

- School-based lessons are invoiced in advance at 11 lessons per term, however teachers may
  offer more or fewer lessons in each term as long as the full course of 33 is offered across the
  year.
- Music Centre lessons are invoiced in advance for the number of music centre sessions each term with the full course being 30 lessons across the year.

**Instrument hire** £35 per term, per instrument

Costs of private hire to pupils of non-WSM teachers or associates are available on request.

Music Centre – membership subscription\* per child

One activity £75 per term
Two+ activities £120 per term

\*If you are a UK taxpayer, you are encouraged to maximise your subscription by agreeing to **Gift Aid** it to West Sussex Music Trust (Charity No 1152703). By agreeing to **Gift Aid** your subscription, we can claim 25p for every £1 of the membership from HM Revenue and Customs.

# 7. Help with costs

The WSM Bursary Fund supports children and young people aged 5-18 years of age, living in West Sussex, or attending a West Sussex maintained school (local authority, academy, or free school). For pupils learning with a WSM teacher or Associate Tutor, the Bursary Fund can give a reduction on WSM rates for:

- Group lessons (one instrument only)
- Music Centre membership
- Instrument hire fees (one instrument only)

# **Full Bursary**

To qualify, pupils must be:

- Receiving benefits-related free school meals, or
- A Child in Care, or have
- Refugee status

## **Part Bursary**

Available for pupils whose school is unable to support them through pupil premium funding and whose parent/carer receives one or more of the following:

- Income Support/Employment and Support Allowance (ESA)
- Jobseekers Allowance (JSA)
- Child Tax Credit/ Working Tax Credit/Universal Credit
- Incapacity Benefit
- Housing Benefit
- Pension Credit (Guarantee Credit)

# 8. How to pay

We will contact you when fees are due. Payments should be made via:

- Parent portal: By debit or credit card (not American Express)
- Bank transfer: Pay via your online banking to Sort Code 82-60-13 Account Number 10037938. Please ensure you quote your account number with your payment.
- **Telephone:** Pay by debit or credit card on 01403 286330 between 8.30am and 4.30pm Monday to Friday.
- **Direct debit:** If you would like to spread your payments across 12 months, please contact us at <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> to arrange a payment plan.

We do <u>not</u> accept cash, cheques, or childcare vouchers.

# 9. What happens if payment is late?

Full payment is due **14 days** from the date of invoicing unless a monthly payment plan by direct debit is agreed with us. If payment is late, the pupil will not be entitled to take part in activities. If a direct debit payment is missed due to insufficient funds, WSM will apply a £5 administration charge to your account and will collect this charge in full on the next direct debit collection.

The status of a payer's account will affect all services provided by us. Please ensure prompt payment to avoid disruption to any other services provided by WSM. If you experience financial difficulty or hardship, that might affect your ability to pay on time, please contact <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> or call 01403 286330 in confidence.

# 10. Discontinuing lessons, music centre membership, or instrument hire

Your WSM lessons, music centre membership, or instrument hire will continue term on term, year on year until written notice to discontinue is received at <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a>

If you wish to discontinue, notice must be given to <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> by:

- Friday 23 August 2024 to cancel before the autumn term 2024
- Friday 20 December 2024 to cancel before the spring term 2025
- Friday 4 April 2025 to cancel before the summer term 2025
- Friday 22 August 2025 to cancel before the autumn term 2025

Please note that verbal or written notice via a teacher is <u>not</u> accepted.

#### Lessons

If notice to discontinue lessons is <u>not</u> received by the dates above, the following charges remain payable:

- Up to 14 days from invoice: 50% lesson fees
- 15 days, or more, from invoice: Full-term fees

For mid-term new starters, if you write in to discontinue lessons:

- within 48 hours of receipt of the starter confirmation email, you will <u>not</u> incur any costs
- after 48 hours but within 2 weeks from invoice date, you will incur 50% of lessons invoiced
- after 2 weeks from invoice date, you will incur the full term's fees.

#### **Music Centre**

Music Centre membership may be stopped at any time within the year, although a membership subscription already invoiced for that term will remain due and any subscription already paid will not be refunded.

#### Instrument hire

Instrument hire may be stopped at any time within the year, although any hire fees already paid for that term will not be refunded. It is your responsibility to notify us immediately, in writing, if you no longer require instrument hire for your child. We will then advise you how to return the instrument.

- If you end instrument hire within 2 weeks of invoice date, we will credit your account upon receipt of returned instrument.
- If you end instrument hire after 2 weeks of invoice date, you will be liable for the full cost of termly hire.

The hire agreement and fees will cease only once the instrument has been received at WSM. You remain liable for any loss or damage until we confirm that the instrument has been received by WSM in good condition. If the instrument is not returned to us, WSM reserves the right to replace the instrument at the hirer's expense.

# 11. Closing your account

Ending activities does not close your payer account if there is an outstanding balance. Outstanding balances must be cleared within 14 days. If you pay by direct debit, please do not cancel with your bank until your account balance has been paid in full. We will apply a £5 charge to your WSM account if a direct debit payment fails due to you cancelling your direct debit mandate before your account balance is cleared. If you wish for your personal details to be deleted from WSM records, please email <a href="music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> Please note that deletion is only possible if all invoices are settled and there is no outstanding balance on your account.

# 12. Data Protection - Privacy notice

WSM will only use any personal information you provide about you or your child to administer your account and provide products, services and related information. Please be aware that WSM will only communicate with the named parent/carer on an application form. We will require signed consent if you wish someone else to deal with your account on your behalf.

When sending emails to parents/carers, WSM will always send emails via its @westsussexmusic.co.uk address; send to parents/carers, not children; send teaching timetables only to the parents/carers of children at the same school (please be aware this may identify your child by name and tutor group/class). If you declare any medical conditions or other sensitive information which is essential for the safeguarding of your child, this will be shared with teachers as required. WSM staff adhere to current data protection legislation and our 'Acceptable Use of IT' policy. Our full Privacy Notice can be found on our website.

Please note that although Associate Tutors and volunteer helpers are not employed by WSM there may be occasions where a child's data will be shared for the purpose of safeguarding or other legal/statutory obligation (e.g. attendance registers for safety purposes at Music Centres and external events).

# 13. Enquiries, questions, and contacts

For enquiries about your bill, for payment, and for general enquiries, please contact WSM by email at <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> or telephone 01403 286330. For lesson questions, please contact the instrumental teacher via the parent portal, by email to their @westsussexmusic.co.uk address, or a note in the practice diary for the next lesson.

#### Additional information

#### Lessons

# 14. If the pupil misses a lesson

If a lesson is offered but has been missed because the pupil has been absent or unavailable, a refund or credit will <u>not</u> be given.

#### 15. If the teacher misses a lesson

If a lesson cannot be offered due to teacher absence, eg. teacher illness or school closure, the teacher will make every effort to reschedule a cancelled lesson.

If the full course of lessons has not been offered across the academic year, a refund or credit will be given if you apply to WSM by 31 July. The amount of the lesson refund will be calculated according to the shortfall in the number of lessons invoiced and paid and will be made after the end of the school year on application to <a href="mailto:music@westsussexmusic.co.uk">music@westsussexmusic.co.uk</a> (not on a term-by-term basis). If lessons start part way through the year, the amount refunded will be calculated pro-rata. Refunds are <a href="mailto:not of music@westsussexmusic.co.uk">not of music@westsussexmusic.co.uk</a> (not on a term-by-term basis). If lessons start part way through the year, the amount refunded will be calculated pro-rata. Refunds are <a href="mailto:not of music@westsussexmusic.co.uk">not of music@westsussexmusic.co.uk</a> (not on a term-by-term basis).

# 16. Reporting on progress

Progress will be monitored continuously. An end of term progress summary informs parents/carers and pupils of their progress in the autumn and spring terms. In July, an annual pupil report is issued for each pupil. Regular contact should be maintained between teacher and parent by means of the weekly practice diary, via the parent portal, or by email.

## 17. Other costs

You are expected to provide music and relevant accessories, e.g. reeds, strings etc, and to pay for any external examination for which you wish your child to be entered, including accompanist's fee.

## Music Centre

# 18. Welfare of pupils at music centre

It is expected that pupils will arrive in good time for the start of their activity. Should your child need to be absent for an activity, inform <a href="mailto:music.centre@westsussexmusic.co.uk">music.centre@westsussexmusic.co.uk</a> in advance of the session.

Pupils must be collected promptly at the published finishing time of the activity and must remain in the building after their activity until collected. Parents/carers must advise their child not to leave the premises with anyone other than the nominated responsible adult. Pupils must tell a member of staff if they are ever approached or offered a lift by a stranger. Music centre staff may on occasion need to release pupils for good reason for part of an activity, for example to use the toilet. Pupils are expected to return to their activity as soon as possible and music centre staff cannot be held responsible for pupils who do not return promptly. It is strictly forbidden for pupils to leave an activity without previously obtaining the permission of a member of staff.

## 19. Other music centre costs

Please note that an additional local charge may be raised for uniforms, courses, tours, and audience attendance at concerts. Some activities may require pupils to supply their own resources e.g. books, pencils, mutes, and music stands.

## Instrument hire

## 20. Use of the instrument

No sub-letting or loaning of instruments to others is permitted. The instrument is intended for the sole use of the pupil named in the hire agreement.

# 21. Looking after the instrument

We aim to issue the instrument in good condition and expect it to be looked after and returned in the same condition with all the accessories. You will be responsible for the cost of any repairs or damage however caused and for consumables such as replacement strings, rosin, reeds, grease, and oils. If the instrument gets damaged or seems to need maintenance contact WSM immediately. Do <u>not</u> organise your own repair. If the instrument cannot be repaired, you will be charged the current value of the instrument.

## 22. Instrument insurance

By agreeing to these Regulations and Conditions you are acknowledging responsibility for all loss or damage to the instrument even if caused by acts or events outside of your control. Please check your home contents insurance policy carefully; for some high value instruments you may need to take out extra cover.

Indicative insurance values:

- Up to £300 clarinet, flute, guitar, keyboard, viola, violin
- £300 £500 baritone horn, cello, cornet, French horn, tenor horn, trombone
- £500 £1000+ bassoon, double bass, oboe, saxophone, tuba

# 23. High value instruments

For high value, individual hire instruments we reserve the right to request a deposit. High value instruments must be collected and returned in person to our instrument store.