

Music lesson and ensemble terms and conditions

Terms and conditions - effective from 1 September 2023

Updated: 21 September 2023

These terms and conditions form the basis of the contract between Hertfordshire Music Service and customers. Customers (hereafter referred to as 'you') are subject to, and agree, to being bound by these terms and conditions in addition to the following policies (where applicable):

- Hertfordshire Music Service Online Safeguarding Policy
- HMS Instrument Hire or First Access instrument loan terms and conditions (where appropriate).
- Privacy Policy
- ICT Acceptable Use Policy
- Behaviour policy

Hertfordshire Music Service (hereafter referred to as HMS) reserves the right to vary these terms and conditions at any time and without notice. Any determination made by the Chief Executive Officer of HMS arising from the terms and conditions shall be final.

1. Sessions

1. It is expected that HMS will offer 33 instrumental lessons over the three term academic year either face to face or via a virtual learning platform.
2. Due to the uneven length of school terms, the number of lessons/sessions scheduled in each term may vary i.e. the number of lessons billed (refer to 'Fees') may not equate to the number of lessons scheduled.
3. For ensemble tuition, (e.g. music centre bands, ensembles and choirs) HMS will aim to offer a minimum of 30 sessions over the academic year either face to face or via a virtual learning platform (except for County Groups).
4. For centre ensembles and County Groups, a schedule of sessions for the year will be provided in advance. Attendance at all sessions is expected.
5. Attendance records are kept for invoicing and record keeping and used as the source of information for any queries about accounts.

2. Fees

1. If you are invoiced by the pupil's school, any queries relating to lessons should be directed to the relevant school.
2. HMS will invoice for 12 instrumental/ vocal lessons in the autumn term, 10 lessons in the spring term and 11 lessons in the summer term. At the end of the academic year we will review the number of lessons scheduled against those invoiced across the year and we will adjust your account accordingly.
3. You will be invoiced termly and you must pay the invoice within 14 days of the date on the invoice. Details on how to pay can be found on your invoice.
4. During a pupil's first term of learning only, lessons will be calculated pro rata and charged from the date of the first lesson. Lessons may begin before an invoice has been issued but failure to make payment for these lessons will result in the cancellation of tuition.
5. Fees for memberships (e.g. music centre bands, ensembles and choirs) are invoiced as a flat termly fee except in a pupil's first term of membership only where a 50% discount may be applied on a case by case basis where membership begins after a half term break.
6. In the event of financial difficulty, you should contact HMS immediately to discuss available options for payment.
7. Subject to 2.6, unless otherwise agreed in accordance with 2.3 above, failure to make payment will lead to the cancellation of tuition.
8. Fees are reviewed annually.

3. Teaching

1. Teaching is normally given in individual, shared or group lessons, based on age, instrument and musical progress.
2. The lesson types offered are:
 - individual 20 minute lesson
 - individual 30 minute lesson
 - shared 30 minute lesson (two pupils)
 - group 30 minute lesson (3-6 pupils)
3. Other lesson types may be offered at music centres, or in agreement with schools at their request.
4. A standard group lesson is of 30 minutes duration and will consist of between 3 and 6 pupils.
5. The size and membership of a group may be subject to change without notice (e.g. due to differing rates of progress).

6. When a group 30 minute lesson reduces to just two pupils, unless a suitable pupil is immediately available to replace the leaver, then the lesson will be offered in the next academic term as a shared 20 minute lesson, charged at the same fee as a group 30 minute lesson.
7. When a shared or group lesson reduces to just one pupil, unless a suitable pupil is immediately available to replace the leaver/s, the lesson will be offered in the next academic term as an individual 20 or 30 minute lesson, charged at the appropriate individual lesson fee. You can also request to remain on the waiting list until HMS can integrate other pupils to make a viable group or shared lesson.
8. When a pupil is enrolled for a group or shared lesson and no other suitable pupils are available to commence the requested lesson, you may be offered an individual 20 or 30 minute lesson, charged at the appropriate individual lesson fee. You can also request to remain on the waiting list until HMS can integrate other pupils to make a viable group or shared lesson.
9. HMS will not give tuition to a pupil who receives lessons on the same instrument from another (non-HMS) teacher.
10. HMS reserves the right to change the HMS teacher, either temporarily or permanently with no notice.
11. Progress is monitored continuously.

4. Time of lessons

1. Lessons delivered at a school usually take place during the school day.
2. Parents/carers accept that this will usually result in a pupil being withdrawn from their normal school classes for the duration of the lesson.
3. The HMS teacher will agree a time and day for regular instrumental lessons in advance of lessons commencing.
4. The HMS teacher is not responsible for escorting children to/from lessons, although the HMS teacher will make every effort to ensure attendance is consistent.
5. Pupils at secondary school are responsible for monitoring the relevant school notice board or digital alternative to confirm the day and time of their lesson each week and HMS teachers will endeavour to accommodate the scheduling requests of each school.
6. Lessons and activities at music centres will usually take place outside school hours with the exception of home educated children and adults when lessons may be taught during the day by arrangement.

5. Commencement

1. Lessons, and memberships will begin as soon as possible following receipt of a completed registration form. Your child will be placed on a waiting list whilst tuition is arranged.
2. Membership of some bands, choirs and ensembles is determined by teaching staff and an audition may therefore be required.
3. The minimum commitment and charge for both lessons and memberships is until the end of the term in which attendance begins, provided the required notice for withdrawal can be given.
4. If lessons and memberships commence after the deadline for withdrawal at the end of term has passed, the minimum commitment will be until the end of the proceeding term.
5. Trial instrumental lessons are not offered unless they form part of an authorised special promotion. Separate terms and conditions may apply for special promotions.
6. Trial sessions for ensembles, bands and choirs may be offered by HMS music centres.
7. You must advise HMS, in writing as per clause 11.5, if you no longer wish your child to be on the waiting list for any tuition you register for.

6. Supervision

1. HMS only accepts responsibility for pupils during HMS lesson/session time. At all other times, responsibility lies with the school or parents/carers.

7. Instruments / accessories

1. You agree to provide instruments, music and accessories as required (HMS hire instruments may be available - separate terms and conditions apply).

8. Liability

1. HMS does not accept any liability for loss or damage to pupil's instruments or personal possessions.
2. It is advisable to arrange appropriate insurance for these items, often available under existing contents insurance policies or via specialist insurers.

9. Behaviour

1. Pupils are expected to behave in a responsible and courteous manner at all times, to attend lessons regularly and to practise between lessons.
2. Poor attendance, failure to practise or disruptive or anti-social behaviour by either the pupil or by the parent/carer may result in tuition being withdrawn and any paid or outstanding fees would be retained or remain payable. No credits will be given in such circumstances.

10. Missed lessons

1. Where the number of lessons scheduled differs from the number of lessons invoiced at the end of the academic year, a credit/debit will be applied where required.
2. We require written notice, of at least one week, for rescheduling a lesson. If this required written notice is not given to the HMS teacher, no credit will be due.
3. Whilst every effort will be made to accommodate requests to reschedule, if a lesson cannot be rescheduled by the HMS teacher within the academic year, no credit will be due.
4. Lessons missed by pupils due to reasons including, but not limited to, forgetfulness, short term sickness, school trips/activities, emergency school closures, exams, poor pupil internet connection or a pupil's faulty device etc. will not be made up or credited.
5. When an HMS teacher misses a lesson for reasons such as illness or travel delay, poor teacher internet connection or teacher device issues etc. they will either reschedule the session within the academic year or a credit will be applied.
6. Rescheduled lessons may be scheduled in a different term to the original missed lesson but will be in the same academic year.
7. HMS will endeavour to provide a cover teacher in cases of extended staff absence; this cannot be guaranteed.
8. Credits cannot be given for termly membership fees (e.g. ensembles or County Activities).
9. Where lessons take place in a school, the school will provide notification to the HMS teacher at the start of each term of any days where:
 - pupils will be unavailable for a lesson due to a school commitment, or
 - a suitable room/space at the school will be unavailable.
10. These lessons (in clause 10.9) will be rescheduled within the academic year, or a credit will be applied if rescheduling is not possible.
11. For missed lessons in the event of an emergency or closure of a school (full or partial) or music centre due to an event outside HMS control (e.g. force

majeure, a pandemic, flooding, heavy snow or industrial action), no credit will be due.

12. If a lesson venue closes due to reasons outlined in 10.11 above, provided arrangements can be made in time, it is expected that lessons and membership activities will move online, and no credit will be due.
13. In special circumstances, where online lessons cannot take place for exceptional specific reasons (e.g. a pupil has a SEND condition that makes online tuition unsuitable or a family has no internet access), these lessons will either be rescheduled where possible or credits will be applied on a case by case basis.

11. Withdrawal or changes

1. Lessons, ensemble tuition and memberships will continue term-on-term and year-on-year until written notice to withdraw from lessons, ensemble tuition or memberships is received.
2. A pupil may only withdraw from lessons, ensemble tuition or a membership at the end of a term with written notice.
3. A pupil may usually only change the duration or lesson type from the start of a new term with written notice.
4. Any notification by pupils or the parent / carer(s) directly to an HMS teacher or the school will not be accepted.
5. Written notice for withdrawals and / or changes to lessons must be requested via the online withdrawal form on the HMS website or by sending notice to the relevant email address detailed in Section 12.
6. The deadline for HMS to receive written notice for any withdrawals or changes to HMS tuition are:
 - Monday 9 October 2023 for withdrawals and/or changes effective from Thursday 4 January 2024
 - Monday 5 February 2024 for withdrawals and/or changes effective from Monday 15 April 2024
 - Monday 13 May 2024 for withdrawals and/or changes effective from Monday 2 September 2024
7. If the required notice to withdraw from instrumental lessons detailed in section 11.6, is not given, provided notice is received before the end of the term in which tuition is requested to end, a late notice administration fee equivalent to 5 lessons will be applied.
8. HMS will not accept written notice to withdraw from HMS tuition retrospectively once a new term has commenced. For the avoidance of doubt, HCC start of term dates will be used i.e 1/9/2023 for the start of the autumn term, 4/1/24 for the start of the spring term and 13/4/24 for the start of the summer term.

9. If the required notice to withdraw from an ensemble membership, detailed in section 11.5, is not given, an additional late notice administration fee of £29.50 will be applied.
10. The late notice administration fees, detailed in section 11.7 and 11.9, do not entitle you to receive any HMS provision in the proceeding term.
11. If the number of lessons scheduled differs from the number of lessons invoiced at the point that lessons cease, HMS will credit for lessons not scheduled and reserve the right to charge for any additional lessons scheduled.
12. If you are in receipt of financial support for music tuition from Hertfordshire Music Service, including HMS financial support and/or school subsidies equivalent to 50% financial support or higher, and wish to withdraw from music lessons after the withdrawal dates detailed in section 11.6, lessons will finish at the end of the proceeding term and the late administration fee will not be applied.
13. If you are in receipt of financial support for music tuition from Hertfordshire Music Service, including HMS financial support and/or school subsidies less than 50% financial support, and wish to withdraw from music lessons after the withdrawal dates detailed in section 11.6, the late notice administration fee will be charged at the funded rate (i.e. if you receive 25% funding the late notice administration fee will be charged at 75% of the full cost equivalent to 5 lessons).

12. Contact details

1. All communication of notice to terminate HMS tuition is requested through the online withdrawal form on the HMS website or by sending to the relevant email address detailed in 12.7.
2. All requests to change lesson durations or types are requested through the online change form or by sending to the relevant email address detailed below in 12.7.
3. Invoice queries should be raised using the online query form invoice query form or sent in writing by post to the address in 12.5.
4. Requests of notice to terminate lessons, to change lesson durations or types and/or invoice queries will not be accepted if communicated to the HMS teacher directly, the school or via any third party application.
5. Written notice for withdrawals can be requested as in 12.1 or sent to our central office: FAO: Customer Service support team - Withdrawal notice, Central Office, Mid Herts Centre for Music and Arts, Birchwood Avenue, Hatfield, AL10 0PS.
6. Notice date for withdrawals, sent to the central office, will be taken from the Royal Mail postmark on the envelope minus one working day. Hertfordshire Music Service accepts no responsibility for notifications lost in the post; it is

your responsibility to ensure all steps have been taken to ensure the secure arrival of the withdrawal notice.

7. Please include your child's name, instrument, lesson received and where they normally have their lesson (at a school or music centre), to:
 - Lessons held at a school and billed by HMS
 - schoolsdirectinvoicing@hertfordshire.gov.uk
 - Lessons held at a school and billed by the school – contact the school directly.
 - Lessons held at a music centre – contact your music centre directly:
 - Baldock Music
School: BaldockMusicEnquiries@hertfordshire.gov.uk
 - Bishop's Stortford Music
Centre: BStortfordMusicEnquiries@hertfordshire.gov.uk
 - Dacorum Music
School: dacorummusicenquiries@hertfordshire.gov.uk
 - North Herts Music
School: HitchinMusicEnquiries@hertfordshire.gov.uk
 - Hertford Music
Centre: HertfordMusicEnquiries@hertfordshire.gov.uk
 - Mid Herts Centre for Music & Arts: MidhertsMusicEnquiries@hertfordshire.gov.uk
 - Potters Bar Music
Centre: PottersBarMusicEnquiries@hertfordshire.gov.uk
 - Royston Music
School: RoystonMusicEnquiries@hertfordshire.gov.uk
 - St Albans Music
School: stalbanismusicenquiries@hertfordshire.gov.uk
 - Stevenage Music
Centre: StevenageMusicEnquiries@hertfordshire.gov.uk
 - The Broxbourne Music
Centre: BroxbourneMusicEnquiries@hertfordshire.gov.uk
 - Watford School of Music: watfordmusicenquiries@hertfordshire.gov.uk
 - General enquiries relating to all HMS tuition should be directed to:
 - Phone: 01438 844851

13. Licensing

1. Certain public events need to be logged under Child Licensing Legislation.
2. This requires us to submit to the Child Entertainment Officer for Hertfordshire County Council the name, address and date of birth of any performer at events that meet the requirements for a Licence.
3. Usually this is an event for which tickets are sold, where it is held in licensed premises or a recording.

14. Financial support

1. Financial support is available for lessons with an HMS teacher to school age pupils from families on low incomes. This is funded by Arts Council England and administered by Hertfordshire Music Service as lead partner of the Hertfordshire Music Education Hub.
2. Please note that financial support cannot be applied retrospectively.
3. You must have received confirmation of any financial support from HMS before enrolling a pupil for lessons.
4. If lessons are booked before financial support is confirmed by HMS, you will be liable to pay all fees in full.
5. Support is granted for an academic year subject to the completion of a Music Learning Agreement. Financial support will be withdrawn if eligibility changes during the year.
6. It is necessary to re-apply for financial support in the summer term each year.
7. Continuing eligibility is also subject to satisfactory attendance and continued musical progress.
8. Financial support is subject to funding availability so please note that confirmation that a pupil is eligible for help with music fees through the application process does not guarantee that your child will receive financial support.
9. HMS operates a waiting list once available funding is fully allocated.

15. Health and safety

1. Whilst every care is taken to ensure the health and safety of your child, whilst on a site used by HMS for delivering music tuition, HMS is only responsible for your child when in a lesson or activity.
2. We are not able to provide general supervision at other times. Therefore, students remain in the care of accompanying adults before and after lessons or activities.
3. Health and safety is the responsibility of us all, please bring to our attention anything that may give you cause for concern.

4. Access to basic first aid provision and a way to call for assistance is available at all music centre sites.

16. Music Centre Ensemble Membership

1. The Music Centre Ensemble Membership allows an individual pupil to attend two or more music centre ensembles for an inclusive termly fee of £109.
2. Fees for membership of any County Groups are not included in the Music Centre Ensemble Membership and will be charged in addition.
3. The Music Centre Ensemble Membership fee will be reviewed annually.
4. The Music Centre Ensemble Membership fee replaces all individual music centre ensemble fees.
5. Once the Music Centre Ensemble Membership is processed, a 100% discount will be applied to fees for any music centre ensemble the specified pupil attends.
6. It is your responsibility to apply for a Music Centre Ensemble Membership when your child attends two or more music centre ensembles.
7. HMS staff will endeavour to only process an application for the Music Centre Ensemble Membership where a pupil attends two or more music centre ensembles, however this cannot be guaranteed.
8. As a courtesy, HMS staff will endeavour to contact you if your child is attending two or more music centre ensembles to suggest that an application for a Music Centre Ensemble Membership may be suitable.
9. You can apply to join additional ensembles that are suitable for your child to attend at any time.
10. If a music centre ensemble is not suitable for your child, HMS staff will offer options for alternative ensembles where possible.
11. Any decision made by HMS staff about the suitability of a music centre ensemble for any pupil is final.
12. The Music Centre Ensemble Membership applies to an individual pupil only and cannot be shared with another pupil.
13. The Music Centre Ensemble Membership is subject to the withdrawal or change conditions set out in Section 11.
14. The Music Centre Ensemble Membership for any pupil in receipt of HMS 100% financial support will be fully subsidised.
15. The Music Centre Ensemble Membership for any pupil in receipt of HMS 50% financial support will be subsidised by 50%.