

Updated: 1st October 2021

Effective from: Archived – superseded by terms and conditions on the HMS website.

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 be bound by these terms and conditions in addition to the following policies:

- [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](#)

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 Operating Officer of HMS arising from the terms and conditions shall be final.

1. Sessions

1. HMS provides 33 instrumental lessons over the three term academic year either face to face or via a virtual learning platform (e.g. [Musictutors.co.uk](https://www.music-tutors.co.uk)).
2. Due to the uneven length of school terms, the number of lessons/sessions offered in each term may vary i.e. the number of lessons billed (refer to 'Fees') may not equate to the number of lessons offered.
3. For pupils leaving at the end of a term in which the lessons offered exceeds the amount charged, HMS reserve the right to charge for the extra lessons.
4. For memberships, (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 (County Groups excepted).
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. Queries relating to lessons invoiced by your school should be directed to the relevant school.
2. HMS will invoice for 11 instrumental/vocal lessons in each of the 3 terms together with any appropriate ensemble membership and/or instrument hire fees.

3. Charges are invoiced once lessons have been scheduled and are payable at the start of each subsequent academic term. Lessons may begin before an invoice has been issued.
4. In the first term of learning only, if lessons commence after the half term break, you will be invoiced for 5 lessons.
5. Fees for memberships (e.g. music centre bands, ensembles and choirs) are invoiced as a flat termly fee and not charged on a pro-rata basis.
6. In the event of financial difficulty, you should contact HMS immediately to discuss available options for payment. Failure to either make payment or to contact us will lead to the cancellation of tuition.
7. Fees are reviewed annually.
8. Invoices are sent to the registered 'payer' on the pupil's account and are payable within 21 days. Details of how to make payment will be on the invoice.

3. Teaching

1. Teaching is normally given individually, or in shared/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
 - 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 30 minute lesson, charged at the shared 30 minute 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.
7. When a shared 30 minute lesson reduces to just one pupil, unless a suitable pupil is immediately available to replace the leaver, 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 30 minute 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 is not responsible for escorting children to/from lessons, although the HMS teacher will make every effort to ensure attendance is consistent.
4. 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.
5. Lessons and activities at music centres will 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, classes and memberships will begin as soon as possible following receipt of a completed enrolment form.
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 mid-term, 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.
6. Supervision
1. HMS only accepts responsibility for pupils during actual 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 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 offered differs from the number of lessons invoiced at the end of the academic year, a credit/debit will be applied where required.
 2. The minimum notice for rescheduling a lesson is 4 weeks. If the required written notice is not given to the HMS teacher, no credit will be due.
 3. 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.

4. In exceptional circumstances and if written notice is given, the HMS teacher, at their own discretion, may reschedule a missed lesson. No credit will be due if the HMS teacher is unable to reschedule a lesson missed by the pupil without sufficient notice.
 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 in a different term to the original missed session but will be in the same academic year.
 7. HMS will endeavour to provide a cover teacher in cases of extended staff absence.
 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, or at least four weeks in advance, 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. These lessons will be rescheduled within the academic year, or a credit will be applied if rescheduling is not possible.
 10. 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.
 11. If a lesson venue closes due to reasons outlined in 10.10 above, provided arrangements can be made in time, it is expected that lessons and membership activities will move online.
 12. Where online lessons cannot take place for 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 an escalation process will be followed. Credits will be applied on a case by case basis.
 13. Lessons will not be credited on a term-by-term basis.
11. Withdrawal or changes
1. Lessons and memberships will continue term-on-term and year-on-year until written notice to withdraw from lessons or ensemble membership is received.

2. A pupil may only withdraw from lessons or a membership at the end of a term with written notice.
3. A pupil may 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) to an HMS tutor will not be accepted.
5. Written notice for withdrawals and / or changes to lessons must be requested via the [online withdrawal form](#) or sent to the relevant email address detailed in Section 12:
 - By Monday 11 October 2021 for withdrawals and/or changes effective from Wednesday 5 January 2022
 - By Monday 31 January 2022 for withdrawals and/or changes effective from Tuesday 19 April 2022
 - By Monday 16 May 2022 for withdrawals and/or changes effective from Thursday 1 September 2022
6. If the required notice to withdraw from an instrumental lesson detailed in section 11.5, is not given, an additional late notice administration fee equivalent to 5 lessons will be applied.
7. 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 £26 will be applied.
8. The late notice administration fee, detailed in section 11.6 and 11.7, does not entitle you to receive any HMS provision in the proceeding term.
9. The number of lessons offered in the academic term that withdrawal notice is received must not exceed 11 lessons by the end of the Autumn term; 22 lessons by the end of the Spring term; or 33 lessons by the end of the Summer term.
10. 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 11.5, lessons will finish at the end of the proceeding term and the late administration fee will not be applied.
11. 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 11.5, the lesson will be charged the

late notice administration fee 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. Please ensure that all communication of notice to terminate lessons are requested through the [withdrawal form here](#).
2. Requests to change lesson durations or types and/or invoice queries is sent in writing directly to the correct address below.
3. 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 or via any third party application such as musicutors.co.uk.
4. Written notice for withdrawals can be emailed to the relevant department or centre, detailed in section 12.6, or sent to our central office: FAO: Central Billing Team - Withdrawal notice, Central Office, Mid Herts Centre for Music and Arts, Birchwood Avenue, Hatfield, AL10 0PS.
5. 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.
6. Please include your child's name, instrument, lesson received and where they normally have their lesson (at a school or music centre).
 - 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 direct.
 - Lessons held at a music centre – contact your music centre direct:
 - Baldock Music
School: BaldockMusicEnquiries@hertfordshire.gov.uk
 - Bishop's Stortford Music
Centre: BStortfordMusicEnquiries@hertfordshire.gov.uk
 - Dacorum Music School /
Berkhamsted: 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: stalbanmusicenquiries@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

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. This is most usually an event for which tickets are sold, where it is held in licensed premises or a recording.

14. Financial support

1. Funding is available for lessons with an HMS teacher to school age pupils from families on low incomes, 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. Communication between customers and teachers through MusicTutors

1. Hertfordshire Music Service provides online lessons through a third-party application (MusicTutors).

2. Hertfordshire Music Service, through its teachers, will use the inbuilt messaging functionality to communicate with customers about information regarding the effective delivery of lessons, including, but not limited to:

- i. lesson reminders
- ii. changes in lesson time/date
- iii. cancellations
- iv. further home learning
- v. test notifications
- vi. confirmation of lessons

3. Authorised users will have access to the messages sent between the teacher and the customer. Hertfordshire Music Service reserves the right to read and review the messages to effectively deliver the service to customers.

4. Messages will be kept for 2 years as detailed in the HCC retention schedule (www.hertfordshire.gov.uk/media-library/documents/foi/hcc-record-retention-schedule-2019-v3-web.pdf), reference number HCC2.14 (page 16).

5. Messages can be accessed online, via the MusicTutors messaging centre. If, for any reason, you are unable to access the MusicTutors system a copy of the messages can be provided by emailing the request to MusicTutors@hertfordshire.gov.uk.