

# Trafford Music Service

## Terms & Conditions



### For music lessons, instrument hire and other activities

Effective: September 2022

These terms and conditions form the basis of the contract between Trafford Music Service and its customers. Customers are subject to and agree to be bound by these terms and conditions. Trafford Music Service reserves the right to vary these terms and conditions at any time and without advance notice.

If you have any queries, please get in touch by emailing [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk) or call 0161 911 8659.

### Music Lessons – In Schools

Students will receive a lesson from an instrumental teacher who will visit the school each week during Trafford Music Service term dates which are stipulated on your SpeedAdmin account and on the Trafford Music Service website.

School lessons take place during the school day. Parents/carers accept that this will usually result in a pupil being withdrawn from their normal school classes for the duration of the lesson. Lessons which cannot be accommodated during the school day may have to take place out of school hours, either before school starts or at the end of the day – this will be done in consultation with schools and parents/carers. In secondary schools, pupils are responsible for monitoring the relevant school notice board to confirm the day and time of their lesson each week.

Trafford Music Service will aim to deliver 33 lessons per academic year during Trafford Music Service [term dates](#). Please note that some schools have different term times and our tutors will only be able to teach on weeks where term times coincide. Lessons will be counted in the pupil's total if a tutor has been into the school to deliver lessons.

### Music Lessons – at The Claremont Centre (including Rock & Pop Academy and Infant Provision)

Students will receive a lesson from an instrumental teacher at The Claremont Centre in Sale. Parents are not permitted within The Claremont Centre building during lesson times and parents are not permitted to sit in on lessons. Trafford Music Service does not take responsibility for your child until they are signed in at our reception area. We do not have waiting facilities for parents at the Claremont Centre.

Pupils whose lessons take place Monday – Saturday will be invoiced as per the number pre-arranged for each term. Calendar dates are displayed on our website [www.traffordmusicservice.co.uk](http://www.traffordmusicservice.co.uk)

### Music Lessons - General

Group lessons are twenty to thirty minutes dependent on group size and are only viable for a minimum of three pupils. If a group no longer has the number of pupils to enable us to form such a group the following may occur:

- Groups may be combined where ability is appropriate.
- If group sizes fall to being two or an individual child, tutors will give a paired/individual lesson of 15 minutes for the remainder of the term.
- Where group lessons are no longer available, alternative options, where they are possible, including individual or paired lessons, or lessons at our Music Centre will be communicated prior to the start of the following academic term.
- Lessons will automatically be altered and charged the following term at a paired or individual rate as appropriate. This change will be communicated by invoice.

## **Changes to Lessons**

Schools: It may occasionally be necessary to alter lesson times and days in co-ordination with the school and with notification to parents. Should it be necessary to re-arrange a lesson we will endeavour to communicate alternative days by email. Please ensure your email address remains up to date on the student's SpeedAdmin account. Should a change of tutor be necessary we will endeavour to notify parents. If this also requires a change of lesson time/day, parents will be notified.

The Claremont Centre: It may occasionally be necessary to alter lesson times and days – this will be agreed in advance with parents. Should a change of tutor be necessary we will endeavour to notify parents. If this also requires a change of lesson time/day, alternatives will be agreed with parents.

## **Music & Accessories**

When needed, pupils will be required to purchase their own music books. The teacher will advise which books are needed for you to purchase independently.

Other costs you may incur include:

- Reeds for clarinets, saxophones, oboes, and bassoons as well as cleaning cloths for woodwind instruments.
- Strings and rosin for string instruments.
- Valve oil and/or slide cream for brass instruments.

When hiring a Trafford Music Service instrument, it may be necessary to purchase an 'instrument care pack' for the instrument. The charge is only applicable on initial hire, subsequent packs/items can be bought as the need arises from The Claremont Centre. Please see the Musical Instrument Hire section below for additional information.

## **Absence or Missed Lessons**

Lessons missed by pupils due to short term sickness, school trips/activities, revision leave, exams etc. will not be made up or credited. When 5 or more consecutive sessions are missed in the same term due to illness/injury we will credit a maximum of 5 lessons. A medical certificate may be required. If there are extenuating circumstances which may cause long term absence, please contact Trafford Music Service office to discuss this.

Should a tutor be absent we may send in a suitable alternative tutor to deliver the lesson. This may be done without notice. When staff miss a session due to illness or travel delay, they will do their best to make the session up (e.g. through an extra lesson or a double lesson).

In the event of an emergency or closure of a school (full or partial) or the music centre due to an event outside Trafford Music Service's control (e.g. a pandemic, flooding, heavy snow, or industrial action), where possible lessons/sessions will be made up or credited.

An online lesson will be offered should a face to face lesson not be possible and will be counted as a lesson.

## **Behaviour**

Pupils are expected to behave in a responsible and courteous manner at all times; to attend lessons regularly and to practise between lessons. Poor attendance, failure to practise, disruptive or anti-social behaviour by either the pupil or by the parent/carer, may result in tuition being withdrawn. No credits will be given in such circumstances. We will endeavour in the first case to discuss and resolve all issues first.

## **Liability**

Trafford Music Service does not accept liability for loss or damage to pupil's personal instruments or possessions. We highly recommend parents/carers/adult students to arrange for appropriate insurance for these items.

## General Invoicing / Payment Information

Invoices for lessons, ensembles and/or instrument hire will be issued prior to the start of each term via email from [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk) (please ensure this email address is not filtered into a spam folder). Invoices must be paid in advance of services commencing. Our pre-arranged termly invoices typically allow 14 days from invoice for payment.

We accept the following payments:

1. Online via your Trafford Music Service SpeedAdmin account. Should you forget your log-in at any time please email [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk) and we can send you a link to renew your password.
2. By cheque payable to **Trafford Council**. Cheque payments should be posted to our office: Trafford Music Service, The Claremont Centre, Claremont Road, Sale M33 7DZ. Please include on the reverse of your cheque what the payment is for e.g. music lessons in school and your child's name. Cheques must be received prior to the invoice deadline.
3. Credit card / prepaid bank card – please note there will not be a charge for this transaction.

Please note schools and Trafford Music Service tutors are not authorised to accept payment.

If you do not make a payment by the date shown on your invoice, we will send you a reminder. If you fail to respond to the reminder, we will regard this as a fundamental breach of this agreement and any music lessons arranged may be suspended. We cannot accept any responsibility for disruption to tuition due to late payment. If you have any problems completing payment, please get in touch using the contact details below.

Invoices are typically sent out six weeks in advance of the start of a term. This allows us to timetable and answer queries prior to the start of term and give notice to tutors where workload has decreased. We engage some staff on a sessional basis and to guarantee staff provision for lessons, we must be able to ensure work is available prior to contracting teaching staff.

Pupils joining mid-term will be invoiced for the remaining lessons available for that term in advance, and then each term after for the term's lessons in advance.

Failure to either make payment or to contact us regarding payment will lead to the discontinuation of lessons.

**We reserve the right to withdraw lesson provision or amend lesson times / lesson types where payment has been made late and lessons are no longer available due to the need to re-timetable.**

Any price increases will be communicated to you in advance.

## Discontinuing Lessons – in school and at The Claremont Centre (including Rock & Pop Academy and Infant Provision)

Trafford Music Service assumes that your child will continue lessons as they progress through the academic year unless we are directly notified in writing by yourself that you wish lessons to cease, this includes if your child is changing school. Please direct this communication to the Music Service by emailing [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk) not via the school or tutor. Notice given verbally will not be regarded as notice.

We require a minimum notice period of **6 weeks prior to the start of a new term** if you wish to discontinue lessons. Refunds or credits will not be given if withdrawing mid-way through a term. The lesson cost is a termly fee and therefore there will be no pro rata refund should a child discontinue part way through a term. For example, if your child stops attending after 7 lessons you will not be refunded for the remaining lessons in the term as our tutors are contracted on a termly basis.

At the end of the academic year if we have been unable to deliver the full course of agreed lessons due to a Trafford Music Service tutor absence we will issue a credit or refund for these lessons.

## Music Centre Ensembles

Ensemble fees are a termly subscription, therefore pupils who stop midway through a term will not receive a refund. The ensemble session dates are arranged according to our concert calendar and can be found on our [website](#).

## School Clubs

School club fees are a termly subscription. In a usual academic year we aim to deliver a minimum of thirty sessions. School club fees are a termly subscription therefore pupils who stop mid-term will not receive a refund.

## Re-Registration

Re-registration for lessons and ensembles is required every year in the summer term. **Please note your child will not automatically be re-signed up for the following academic year.**

You will receive an email with the information about how to re-register for activities for the next school year in May/June.

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## Musical Instrument Hire

The hire of musical instruments is subject to availability and a list of musical instruments available for hire may be obtained by contacting Trafford Music Service.

It is highly advised that requests are made well in advance of the lesson start date to ensure we can source and assign a suitable instrument which will need to be collected from the music centre.

If you apply for hire at the same time you register for a course, the request will be processed only when lessons are confirmed as going ahead. If you wish to hire the instrument before lessons are allocated, please let us know on the digital registration form or via email.

## Instrument Hire - Registration

All registration is completed electronically using the Trafford Music Service SpeedAdmin account. The hirer will be required to electronically sign an agreement which states that the hirer will take full responsibility for loss or damage to any musical instruments hired under the agreement.

## Instrument Hire - Invoicing and Charges

Instrument hire is invoiced in advance of the term and payment must be made within 14 days of the invoice to continue hire of the instrument. The hire period includes the school holidays on the provision that the student is continuing to hire the instrument in the next term.

The hire is made on the clear understanding that the instrument is to be returned no later than two weeks after the end of the hire period (i.e. lessons have ceased or the hire period has expired). Trafford Music Service reserves the right to charge a full term of hire if this deadline is not met. The instrument should be in the same condition (except for normal 'wear and tear') as recorded on issue.

The hirer is expected to pay for incidentals such as replacement strings, rosin and bow repairs/rehairing (string instruments), reeds and cork grease (woodwind instruments), valve oil and slide cream (brass instruments). When hiring a Trafford Music Service instrument, it may be necessary to purchase an 'instrument care pack' for the instrument. The care pack can be purchased on initial hire, however subsequent packs/items can be bought as the need arises from The Claremont Centre.

Hire charges are reviewed annually. Separate charges based upon the value of the instrument apply for pupils who attend activities with the Music Service but do not take lessons – contact us for details. Please note that we are unable to offer financial assistance in respect of charges for hire instruments.

## Instrument Hire – Insurance

Hirers are required to have adequate insurance cover for the instrument for the duration of the hire period (in most cases this is covered by general household insurance but please contact your insurers to confirm this). The hirer will be responsible to cover the cost for any damage to or loss of the instrument throughout the hire period and some instruments will require proof of insurance to hire (advanced / particularly expensive instruments).

## Collection and Return of Instruments

Trafford Music Service Instruments must be collected and returned to our office based at The Claremont Centre, Sale, where we will check the instruments and issue online receipts.

Instruments must be returned no later than two weeks following the end of official Trafford term dates to avoid incurring a subsequent terms hire. Trafford term dates are available to view at [www.traffordmusicservice.co.uk](http://www.traffordmusicservice.co.uk)

The hired instrument must be returned by the hirer to The Claremont Centre. **On no account should the instrument be returned to the teacher or left on school premises.** The hirer will continue to be charged for the instrument until Trafford Music Service issues you with a receipt to acknowledge its return.

## Damage / Loss of Hired Instruments

All damage and loss to the instrument or accessories, even where accidental, is the full responsibility of the hirer. All repairs and purchase of instruments or replacement accessories must be arranged by Trafford Music Service. If an instrument/accessory is lost or damaged, please contact us at [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk) immediately to notify us and book an appointment.

If the instrument is lost or deemed to be damaged beyond reasonable repair (this will be decided pending an inspection by TMS staff after the damaged instrument is returned), the hirer will be responsible for full replacement of the instrument.

The secondary form completed upon collection will outline the maximum amount we would charge in an instance where total replacement is necessary (not including an administration fee of £5 or 5% of the instrument's purchase price, whichever is greater). While it may be the case that we can purchase the instrument for less than the amount stated on the form, Trafford Music Service reserves the right to charge the full amount stated. Trafford Music Service is only able to purchase new items due to Trafford Council's procurement policy, and we are unable to buy used instruments.

If the instrument can be repaired or it requires a replacement accessory, repair/replacement charges will be invoiced to the hirer. If we have another instrument available, we can issue a replacement whilst the repair takes place upon receiving a deposit of £15.00 that will be off set against any repairs.

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## Child Protection

All our tutors have enhanced Disclosure and Barring Service checks.

Activities at The Claremont Centre:

- Trafford Music Service only takes responsibility for children once they are inside our Music Centre buildings and signed in at reception.
- For safeguarding protection, we do not allow parents to wait for pupils inside our main building.
- All staff working at The Claremont Centre will be wearing ID badges.
- All staff working at The Claremont Centre have been DBS (Disclosure and Barring Service) checked.
- All Trafford Music Service staff will have completed yearly Child Safeguarding training.
- Trafford Music Service conducts fire drills to ensure children's safety in the event of an emergency. If this should impact significantly on a child's lesson we will endeavour to make the lesson up in one of our catch-up weeks.

A full copy of our Safeguarding Policy can be found on our [website](#).

## Communication

Trafford Music Service communicates by email. Please ensure your details are up to date on your SpeedAdmin account.

Trafford Music Service may send SMS messages to notify you of urgent and important information for example, a change to an upcoming lesson. These will come directly from our internal system to which we cannot receive any replies.

Should you have any questions on any aspect of your child's learning or lessons please communicate them directly to the Trafford Music Service office. Schools and Trafford Music Service tutors are not authorised to make any decisions or alterations regarding lessons or invoices.

## Contact us

**Email enquiries** can be made to [music.service@trafford.gov.uk](mailto:music.service@trafford.gov.uk)

**Phone:** 0161 911 8659 (Please note at certain times of the year these lines may be extremely busy).

**Post:** Trafford Music Service, The Claremont Centre, Claremont Road, Sale M33 7DZ

## Privacy Notice

For full information on how we collect, store, and use data please see our [Privacy Notice](#).

**You are more than welcome to contact Trafford Music Service if you would like to discuss any aspect of your child's musical learning.**