

Oxfordshire County Music Service

Website terms and conditions for the supply of music tuition.

This page (accompanied by the *Oxfordshire County Music Service Privacy Notice* (“**Privacy Notice**”) gives you information about us and sets out the legal terms and conditions (“**Terms**”) on which we provide the music lessons / music ensemble (“**Music Tuition**”) listed on our website www.oxfordshire.gov.uk/music (“**Website**”) for your child.

As described on our website, **Music Tuition** can be either instrumental/vocal music lessons (“**Music Lessons**”) and / or attendance at a music ensemble (“**Music Ensemble**”) or other event which will be led by our music teaching staff.

These Terms will apply to the contract between us for the provision of **Music Tuition** you have chosen for your child in the **Music Tuition** application.

The contract for **Music Tuition** will continue until it is brought to an end either by you in accordance with clause 6 or by us in accordance with clause 2.11.

If you change your mind and wish to end the Contract

Clause 6.1 sets out your legal rights of cancellation of this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; the time limits within which the right may be exercised; and the procedure you need to follow.

If you wish to cancel the contract at any time after the expiry of your legal right to cancel, clause 6.3 sets out by when you need to give us notice in order to cease the contract at the end of an academic term. Provided you give us notice within the relevant timescale as set out in clause 6.3 the contract will cease at the end of the academic term in which you give us notice.

When your child misses Music Tuition

Your attention is specifically drawn to clauses 2.4, 2.10, 2.11, 6.6(c) and 6.7

dealing with missed music tuition.

Please read these **Terms** carefully and make sure that you understand them and your obligations before entering into a legal commitment to purchase **Music Tuition** for your child. Please note that before enrolling your child for **Music Tuition** you, as the child's parent or legal guardian, will be asked to agree to these **Terms**. If you do not accept these **Terms**, you will not be able to enrol your child for Music Tuition.

You should print a copy of these **Terms** or save them to your computer for future reference.

We may amend these **Terms** from time to time as set out in clause 5. If we make any amendments to these **Terms** we will write or email you to tell you of the changes and the date on which the changes shall take effect. We shall also update these **Terms** on our website.

These **Terms** were most recently updated in August 2021 and published in September 2021. Changes include:

- 2.1a Amended: Number of Music Lessons delivered
- 2.1b Amended: Number of ensembles delivered
- 2.4 Amended: Invoice adjustments
- 2.5 Deleted: Refunds clause
- 6.5 Amended: Cancelling your contract
- 6.6c Amended: Music Lesson refunds
- 8.1 Amended: Invoicing and payments
- 9.1 Amended: Events outside of our control
- 9.2 Amended: Events outside of our control

This contract is only in the English language.

1. INFORMATION ABOUT US

- 1.1 We are OXFORDSHIRE COUNTY MUSIC SERVICE which is a part of Oxfordshire County Council which operates the **website**.
- 1.2 Oxfordshire County Council's main office is at County Hall, New Road, Oxford, OX1 1ND.
- 1.3 **Contacting us:**



- a) To cancel this contract, in accordance with your legal right to do so as set out in clause 6, you can send us a cancellation notice within your online account as set out in Appendix A. We will confirm we have received your notice of cancellation.
- b) If you provide us with a cancellation notice within 14 days from the date that your child receives their first **Music Tuition**, then your cancellation will be effective from this date in accordance with the provisions of clause 1.3 (a).
- c) If you cancel after 14 days from the date that your child receives their first **Music Tuition** then your cancellation notice will, provided it is made on or before the relevant date specified in 6.2, be effective at the end of the **school term** in which the notice of cancellation is received.
- d) For the purpose of these terms and conditions and other administrative operations, Oxfordshire County Music Service operates a three-term academic year.

By “**school term**” we mean either of the three terms namely;

The “Autumn term” which is the first day of the school academic year in September until the last day of school before the School Christmas holidays begin;

The “Spring Term” which is the first school day after the end of the School Christmas holidays until the last day of school before the School Easter holidays begin; and

The “Summer Term” which is the first day of school after the end of the School Easter holidays until the last day of the academic year.

- e) If you wish to contact us for any other reason, including because you have any complaint, you can contact us at **Oxfordshire County Music Service, Centre for Music, Bayswater Road, Headington, Oxford, OX3 9FF** or by emailing us at music.service@oxfordshire.gov.uk
- f) If we have to contact you or give you notice in writing, we will do so by email to the address you have provided to us, or by post.

2. MUSIC TUITION

- 2.1 We will arrange:
- a) (Where you have selected instrumental Music Lessons for your child) the provision of 35 instrumental Music Lessons for your child over the academic school year. The lessons will be held periodically over each of the **school terms**; or
 - b) (Where you have selected Music Ensemble for your child) the provision of a minimum of 30 Music Ensembles for your child over the academic school year. The Music Ensembles will be held periodically over each of the **school terms**.
- 2.2 We shall provide suitably qualified music teaching staff (who have been vetted in respect of Oxfordshire County Council's safer recruitment procedures) to provide the appropriate **Music Tuition** at the school your child attends or at the music centre we nominate. We reserve the right to change the nominated music centre. If we do this, we will contact you to let you know of the change of venue in advance.
- 2.3 If the music teacher delivers the **Music Tuition** during the school day, this may mean that your child must leave his / her classroom activities for the duration of the music lesson. By entering into this contract, you accept that this may occur and consent to such arrangement. Where possible, the music teacher will rotate the delivery of the **Music Tuition** to minimise the impact that regular routine absence from the same lesson each week would otherwise cause.
- 2.4 We shall make all reasonable efforts to secure continuity of the music teaching staff but reserve the right to substitute the teacher in the event of staff absence due to sickness, maternity leave, teacher's resignation or other valid reason. In the event that the member of Music Service staff we have assigned is unavailable (for any reason) to conduct a music lesson at the school or nominated music centre and a substitute replacement teacher or lesson cannot be arranged, we shall, credit your account and any adjustments will be made on your following invoice. No direct refunds will apply in these circumstances. However, if there will be no further invoices from us to you because your contract with us has

been terminated in accordance with these Terms, you will be entitled to a refund under clause 6.6(c) below.

- 2.5 Not used
- 2.6 We shall, having regard to your child/s age and music ability, group your child's instrumental music lesson with other children of similar age and music ability who have enrolled for instrumental music lessons / music ensembles and notify you, at the start of each academic term, the specific **Music Tuition Charges** for your child that will apply for that term and the music centre at which the **Music Tuition** will be available.
- 2.7 We reserve the right, due to a change in size of the music class group, to reduce the duration of the instrumental music lesson where an increase in **Music Tuition Charges** would otherwise occur. If this occurs, we shall, where possible, give you prior notice by email.
- 2.8 If, in the reasonable opinion of our music teacher, we consider that your child would benefit from moving into another group or individual tuition for **Music Lessons**, or there is benefit in the duration of the Music Lessons being extended, we shall notify you and request your agreement to meet any consequential increase of **Music Tuition Charges** that may arise as a result.
- 2.9 We may increase the charges for the **Music Tuition** to reflect any projected annual increase in our administrative and related costs of providing the **Music Tuition**. If we exercise our right to increase the charges for **Music Tuition**, we shall notify you in advance of the increase coming into effect either by email or by notice published on our website.
- 2.10 If your child is unable, for any reason (including, but not limited to absence on School trips or examinations) to attend the **Music Tuition** you shall remain liable for payment of the **Music Tuition Charges** unless (in our absolute discretion) we agree to waive payment. We shall only consider exercising our right of waiver if exceptional circumstances apply (example your child is unable to continue to attend **Music Tuition** due to long term illness). If these circumstances apply, please contact us.



- 2.11 We reserve the right (at any time) to give immediate notice to terminate this contract. We shall exercise our right if you fail to comply with your obligations under this contract or if, due to your child's poor attendance, repeated or persistent failure to practise, or disruptive or anti-social behaviour, continued teaching of your child by our appointed music teacher is considered (acting reasonably) to be impossible or too disruptive for other children in the music class group. If notice of termination is given, we shall not be under any obligation to refund any **Music Tuition Charges** you have paid.

3. **HOW WE USE YOUR PERSONAL INFORMATION**

We shall, in the performance of our obligations under this Contract, comply with applicable Data Protection Legislation and shall only use your personal information in accordance with our Oxfordshire County Music Service **Privacy Notice** set out on our website.

4. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 4.1 Our website explains the steps you need to take to complete an application for your child to receive **Music Tuition**. Please take the time to read and check your application before submitting to us.
- 4.2 We will confirm our acceptance of your application for Music Tuition by sending you an email that confirms that your child has been enrolled for **Music Tuition**.
- 4.3 The contract between us will be formed when your child receives the first **Music Lesson** or attends the first **Music Ensemble** (as may be the case) and it will be from this date your rights in relation to cancellation as set out in clause 6.1 shall commence.

5. **OUR RIGHT TO VARY THESE TERMS**

- 5.1 We may amend these **Terms** from time to time. Please look at the top of this page to see when these **Terms** were last updated and which **Terms** were changed.

- 5.2 We may revise these **Terms** from time to time to reflect the way the Music Service operates, to reflect changes in law or for any other valid reason.
- 5.3 If we have to revise these **Terms**, we will contact you to tell you of the changes and, let you know how to cancel the contract if you are not happy with the changes to the **Terms** before the changes take effect.

6. CANCELLATION AND REFUNDS

- 6.1 You have a legal right to cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in Clause 6.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to continue with the provision of **Music Tuition** for your child, you can notify us of your decision to cancel the contract as set out in clause 1.3. Advice about your legal right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2 Your legal right to cancel this contract starts from the date when your child receives their first **Music Lesson** or attends their first **Music Ensemble** (as may be the case) and ends as stated in the table below.

Table 1

Your Contract	End of the cancellation period
Your contract is for the provision of Music Tuition over each School Term on a continuing basis.	<p>The end date for your legal right to cancel under clause 6.2 is the end of 14 days after the day on which the first of the music lessons / music ensembles have been provided.</p> <p>Example: if we provide you with an enrolment confirmation on 1 September and your child receives their first Music Lesson on 10 September you may cancel at any time between 1 September and the end of the day on 24 September but you will have liability to pay for any Music Lesson already received.</p>

- 6.3 If you wish to cancel **Music Lessons** at any time after the expiry of the period of your legal right to cancel as set out in Table 1 above, then you must, during the relevant academic term, give us written notice on or before the respective date(s) as set out in column 2 of Table 2 below. The contract will then come to an end between us at the end of the academic term in which your notice of cancellation is received by us.

Table 2

To cancel the contract at the end of the respective school terms as set out below.	Notice to be given by no later than:
Autumn term	31 October
Spring term	28 February
Summer term	31 May

- 6.4 If you fail to notify us of your intention to cancel **Music Lessons** under Tables 1 or 2, the following late cancellation rules may apply:
- a) If notice of cancellation with respect to a particular term is received after the date stated in Table 2, **but before the start of the next academic term**, the contract between us will be terminated, but you will be charged a late cancellation admin fee.
 - b) If notice of cancellation with respect to a particular term is not received until after the start of the next academic term, **it will be treated as a notice to terminate at the end of the term in which the notice is received. This means you will be charged for Music Lessons until the end of the term in which the notice became effective.**
 - c) If we do not receive any notice of cancellation and your child does not attend lessons between the start of a term and the date notice of cancellation should be given with

respect to that term (as shown under Table 2), **we will assume that you wish to terminate Music Lessons at the end of the term unless we are otherwise notified. The provisions of clause 6.4(b) will apply in such circumstances.**

6.5 To cancel this contract, in accordance with your legal right to do so as set out in clause 6, you can send us a cancellation notice within your online account as set out in Appendix A. We will confirm we have received your notice of cancellation.

6.6 If you cancel your contract we will:

- a) If the notice of cancellation is given during the period referred to in Clause 6.2, refund you the **Music Tuition Charges** you have paid less the costs of any music lessons / music ensembles your child has received during the 14-day cancellation period (if any).
- b) If the notice of cancellation is given in accordance with Clause 6.3, we will, if you have paid **Music Lesson Charges** for the whole of the School academic year, or made any other payments in advance, refund you any charges beyond that for which you are liable.
- c) If we have been unable to provide Music Tuition in the circumstances described under clause 2.4 above and your child will no longer be receiving Music Lessons from us because the contract has been lawfully terminated, we will give you an appropriate refund (minimum £10) in respect of any Music Lessons which you have paid for and we were unable to provide. For the avoidance of doubt, refunds under this clause 6.6 (c) only apply to Music Lessons and not to Music Ensembles or other services.

6.7 To receive the refund described under clause 6.6 (c), obligation is on you to make a written application by post to the Music Service, or send an email to music.service@oxfordshire.gov.uk for a refund. You must apply for any refund within 4 calendar months of the cessation of your contract. We reserve the right at our discretion, not to

refund any payments requested after expiration of the deadline set out in this clause.

- 6.8 We will endeavour to refund any moneys to you on the credit card or debit card used by you to pay, or if payment is made by way of direct debit, we shall make an appropriate credit transfer to the bank or building society account from which the payments have been drawn. However, if this cannot be achieved, we will send you a cheque refund.
- 6.9 Unclaimed refunds of **Music Tuition Charges** will be utilised for the supply of music education provision for disadvantaged children.
- 6.10 Except where stipulated by your rights under clause 6.2 above, fees for **Music Ensemble** membership are charged on a termly basis. If you wish to cancel your child's membership of a **Music Ensemble** at any time after the expiry of the period of your legal right to cancel set out in Table 1 above, you must notify us prior to the first meeting of the **Music Ensemble** in the following term, otherwise a late cancellation fee may be charged.

7. **MUSIC TUITION CHARGES**

- 7.1 The prices of the **Music Tuition Charges** will be calculated as set out on our website.

8. **PAYMENT**

- 8.1 We will send you retrospective invoices each half term detailing the **Music Tuition Charges** that will apply for the provision of **Music Tuition** to your child. **Invoices** will reflect the size of the music class group your child has attended. You must pay each invoice in full by the date for payment shown on the invoice. All amounts due under this agreement shall be paid by you in full without any deduction. Failure to pay an invoice within 7 days of the third reminder being issued may result in **Music Tuition** being withdrawn.
- 8.2 You can pay the **Music Tuition Charges** using a debit card or credit card online, by direct debit mandate or direct bank transfer.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused due to an **“Event Outside Our Control”**. An **Event Outside Our Control** means any act or event beyond our reasonable control and includes, without limitation, strikes or other industrial action by third parties, storm, flood, epidemics, pandemics or other natural disaster.
- 9.2 If an **Event Outside Our Control** takes place that affects the performance of our obligations under this contract:
- a) we will contact you as soon as reasonably possible to notify you and tell you what has happened and whether we are able to put in place alternative arrangements; and
 - b) if, due to the **Event Outside our Control**, we are unable to put in place alternative arrangements for the provision of continued **Music Tuition** our obligations under the contract will be suspended.

For the avoidance of doubt, ‘alternative arrangements’ include providing Music Tuition by way of an online or digital mode, and such delivery will be on the basis of the Protocol at Appendix B. Your failure to abide by that Protocol may result in the termination of the online lessons. In relation to online or digital mode delivery only, if there is any inconsistency between the Protocol and these Terms, the Protocol shall prevail.

10. OTHER IMPORTANT TERMS

- 10.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 10.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 If you have complaint regarding the provision of **Music Tuition** for your child under this Contract, please contact us and we shall deal with the complaint in accordance with Oxfordshire County Council's Complaint Policy as published on their website.
- 10.5 Please note that these Terms are governed by English law. This means a contract for the purchase **Music Tuition** through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

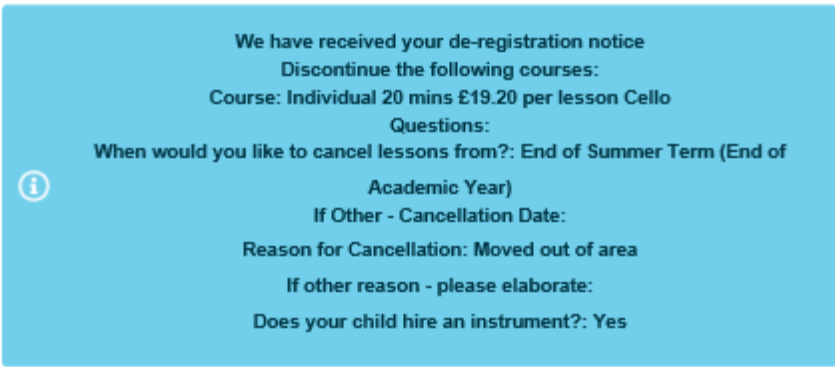
Appendix A

Overview:

Step by step guide for parents to notify the service that they wish to cancel their contract for music tuition.


Steps:

1. Log onto your SpeedAdmin Account
2. Under Student functions select De-register
3. Accept discontinue conditions
4. Tick all courses you wish to cease
5. Complete the short questionnaire to give reason for cancellation
6. Ensure you tick the box regarding instrument hire
7. The following confirmation will show:



The screenshot shows a confirmation message on a light blue background. On the left side, there is a white circle containing a lowercase letter 'i'. The text in the center reads: "We have received your de-registration notice", "Discontinue the following courses:", "Course: Individual 20 mins £19.20 per lesson Cello", "Questions:", "When would you like to cancel lessons from?: End of Summer Term (End of Academic Year)", "If Other - Cancellation Date:", "Reason for Cancellation: Moved out of area", "If other reason - please elaborate:", and "Does your child hire an instrument?: Yes".

8. Return to the home page to check your record has been updated:



The screenshot shows a page titled "Discontinue the following courses". Below the title, there are three items, each with a checkbox and a label: " Individual 20 mins £19.20 per lesson Cello (in progress)", " Individual 20 mins £19.20 per lesson Cello", and " Individual 20 mins £19.20 per lesson Flute".

10. You will be contacted by a member of the office once the cancellation has been processed, who will advise if there is any outstanding balance on the account

Appendix B

OCMS Protocol for Parents and Carers v1.7

Receiving Music Tuition via ZOOM or MS Teams

In order to ensure that online learning is a safe and enjoyable experience for all concerned, we have put together the following Protocol that parents and carers must adhere to. This Protocol is subject to our current Terms and Conditions of Contract. The price you will be charged as well as the method of payment remain the same.

All the rules for safe, professional behaviour that apply in a practice room lesson at school or in a music centre, still apply online and all our teachers have been given comprehensive advice about delivering online lessons safely. As you are already aware, all our teachers have been safely recruited, have up-to-date training, are fully DBS checked and are experienced professionals.

In addition to this, online learning has the following safeguards in place:

- **By accepting the offer of online music tuition for your child, you agree to abide by this Protocol.**
- All lesson invitations will go to parents/carers and they will log in for their child.
- If anything happens that you, as a parent, feel uncomfortable about you should report it to our designated safeguard lead, Bec Thomas, by emailing rebecca.thomas@oxfordshire.gov.uk immediately.

Please read the following document below to show that you have read, understood and agree to adhere to the Protocol for online teaching.

Online lesson delivery Protocol

I agree to adhere to this Protocol so that my child can access Oxfordshire County Music Service's (OCMS) online music tuition:

Throughout the following protocol, where 'lesson' or 'lessons' are referred to, the same points apply equally to ensemble, workshop or other music teaching delivered online via ZOOM or MS Teams

- **I will not video or audio record any part of the lesson nor allow my child to do so. This includes the use of screen shots.**
- I hereby give consent for my Child to have online lessons via the media proposed by the Council.

- I agree to remain nearby or in the same room with my Child for the duration of the lesson.
- I understand that the lesson must take place in a suitable room where there are no other children, and my Child will remain undisturbed.
- I understand that **lessons must never take place in a bedroom, nor in a bathroom for any reason.**
- I will ensure that my Child is dressed appropriately, in daytime clothing and I understand that teachers will end the lesson if a child, in the opinion of the teacher, is not appropriately dressed.
- I understand that, in the case of a group lesson, I and my child will be visible to the other lesson participants (students and parents/carers).
- I understand that the links to lessons on ZOOM or MS Teams sent out by teachers are intended for the recipient only and under no circumstances can they be shared or forwarded to other parents.
- I understand that I may only forward my child's lesson invitation to my child's school email address if OCMS have had written consent from the school to do so. In this situation, I understand that I will need to be present to log on to the lesson and remain nearby or with my child for the duration of the call.
- I understand that my lessons will be timetabled for the same day and time each week and agree to my Child attending them unless in exceptional or unavoidable circumstances.
- I understand that if I do not attend a timetabled lesson without prior agreed re-scheduling, I will be charged the full cost of the lesson. If I am late for a lesson, the teacher will remain available to teach for the unexpired period of that time-tabled lesson ONLY but I will still be charged for the full cost of the lesson.
- I understand that if the lesson is affected by background distractions in my location that make it impossible for the teacher to deliver the lesson and/or other children in my location are visible, that the lesson will be ended. The teacher will seek to rearrange the lesson where possible but, if it cannot be rearranged, I understand that I will still be charged the full cost of the lesson.
- I understand that if the lesson is affected by technical issues that cannot be fixed within a reasonable period of time, then the teacher will end the lesson and contact me. Where possible, they will seek to rearrange the lesson. If the lesson cannot be re-arranged for any reason, I understand that I will still be charged the full cost for that lesson if the technical issues were attributable to problems with my IT system. If the technical problem arises with teams or zoom on the Council's IT system, and the lesson cannot be re-arranged, then I will not be charged.
- We reserve the right to review the arrangements for lesson delivery in line with Government guidelines and prior arrangement from schools.



By agreeing to online lessons for your child, you confirm your agreement to this protocol.