

# ESSEX MUSIC SERVICES

LEAD PARTNER IN  
ESSEX MUSIC EDUCATION HUB

## TERMS AND CONDITIONS (INCLUDING GUIDANCE) FOR PARENTS

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# CONTENTS

<b>TERMS AND CONDITIONS</b>	<b>3</b>
1.1 Fees	3
1.2. Lesson length	3
1.3. Notice periods	4
1.4. Safeguarding and Child Protection	4
1.5 Identity Cards	4
1.6 DBS Certificates and UPdate Service	5
1.7 Special educational needs and disabilities (Send)	5
1.8 Teaching outside of school hours	5
1.9 Satisfaction	5
1.10 Mentoring process	5
1.11 Absence	6

# TERMS AND CONDITIONS

Whilst this document is not exhaustive, the majority of terms and conditions below rely on best practice and good communication between the Parent(s)/Carer(s), the School, the Head of Music/Music Coordinator/Business Manager, the Tutor, and Essex Music Services.

## 1.1 FEES

1. Once you have registered your child(ren) for instrument tuition, you are liable to pay for at least one term's tuition.
2. The school will arrange for payment for these lessons with you directly.
3. We provide 30 lessons during the school year, although this can be increased by arrangement.
4. Lessons will continue until we hear otherwise in writing from the school.
5. Fees are payable in full until the end of the term in which notice to end the contract has been given.
6. You are only able to end the contract for lessons immediately at the end of a term.
7. Essex Music Services will endeavour to fulfil all requirements but if no tutor is available we will inform the School as soon as practically possible.

## 1.2. LESSON LENGTH

1. Individual lessons should be at least 15 minutes in length, preferably 20; group lessons should be at least 20 minutes for two students or 30 minutes for three students or more.
2. There should normally be a minimum of ten sessions per term.
3. Tuition is provided only for students at the school.
4. It is not the responsibility of tutors to ensure students attend lessons; however, every effort will be made to encourage good attendance.
5. Refunds cannot be given for non-attendance of students.
6. Where appropriate, lessons may be taken in advance; for example in the run up to exams, or before a long scheduled absence and time taken off in lieu afterwards. Such requests are at the discretion of the tutor.
7. Please note that tutors will do what they can to help students catch up lessons but in the case of a student falling more than 3 lessons behind it will probably not be possible to catch every lesson up.

### 1.3. NOTICE PERIODS

1. If a student withdraws from lessons during the term the full term must be paid for.
2. No refunds will be given: the agreement is binding and will continue until it is cancelled, in writing, according to the dates below.
3. Notice to withdraw from lessons must be received by Essex Music Services in writing from the school by the following dates:
  - a. October half term to stop lessons at the end of the Autumn term (late December)
  - b. February half term to stop lessons at the end of the Spring term (late March/early April)
  - c. May half term to stop lessons at the end of the Summer term (late July/early August)
4. If notice to withdraw is received after this time, the School/parents/carer will need to pay the full term's fees.
5. Verbal notification by students or parents/carers to teachers will not be accepted.
6. In the interests of fair practice, notice periods are the same for schools as they are for tutors.
7. We understand that on occasion there may be exceptional circumstances under which lessons may stop, be the cause the tutor, the school, the parent, or the student. These circumstances will be examined by the Schools' Instrumental Music Lead Officer on a case-by-case basis.
8. Where a student changes schools during term, it might not be possible to make a like-for-like fit with the new school; in this circumstance each case will be examined by the Schools' Instrumental Music Lead Officer on a case-by-case basis.

### 1.4. SAFEGUARDING AND CHILD PROTECTION

**Education Safeguarding matters should be addressed without delay to Charly Richardson, Music Services Lead Officer, or in his absence, John Hutchings, Schools' Instrumental Music Lead Officer.**

Tutors are required to attend Level 2 Safeguarding Training at least once every two years, and to read attached policies on an annual basis. These policies include:

- Essex Music Service & Essex Music Education Hub's Safeguarding and Conduct Policy,
- Essex County Council's Code of Conduct
- Essex County Council's Disciplinary Policy and Standards
- Keeping Children Safe in Education
- What to do if you're worried a child is being abused.

### 1.5 IDENTITY CARDS

1. All Essex Music Service tutors carry Essex County Council Identity Cards, featuring their name and a photograph for identification purposes.

## 1.6 DBS CERTIFICATES AND UPDATE SERVICE

1. All Essex Music Service are registered with the DBS Update Service, as paper certificates are being phased out.
2. They can be checked 'live' on the Service with their Certificate Number, Surname, and Date of Birth.

## 1.7 SPECIAL EDUCATIONAL NEEDS AND DISABILITIES (SEND)

1. Tutors are entitled to ask a school for SEND details of their students where these are not provided in the first instance, as well as reasonable information that enables a tutor to work to the best of theirs, and the student's ability.
2. Tutors are also likely to spot indicators within students that might lead to requiring SEND support for the student; these should be fed back to the school. The service is proud of its reputation with regards to SEND and inclusion, and endeavours to provide additional training and support for tutors in this regard, for example how best to work with pupils with ASD.

## 1.8 TEACHING OUTSIDE OF SCHOOL HOURS

1. Teaching on the school premises outside of school hours can be arranged providing there is agreement between the tutor and the School.
2. Whilst the tutor has a duty of care to their students, the parent is responsible for collecting their child(ren) in a timely manner.
3. Where lateness becomes a regular occurrence, the tutor will raise this with Essex Music Services and the School.
4. Our tutors will not start so early that their first student would be unsupervised between the end of their lesson and the start of the school day.

## 1.9 SATISFACTION

1. Day to day issues and queries are often easily resolved between the school and the tutor.
2. In the unlikely event of more serious issues and complaints, these should be addressed to John Hutchings, Schools' Instrumental Music Lead Officer as per the contact details on page 11.

## 1.10 MENTORING PROCESS

1. Essex Music Services Managers or Tutor Mentors may visit the School to observe tutors from time to time for purposes of monitoring and quality assurance.
2. The Mentor will inform the School of their intention to visit, and will usually communicate this to either the Headteacher or Head of Music/Music Coordinator/Business Manager.

## 1.11 ABSENCE

1. Where a tutor is absent, providing Essex Music Services is notified within good time, which according to the nature of the sickness, will aim to provide a cover teacher.
2. It is not the responsibility of tutors to ensure students attend lessons; however, every effort will be made to encourage good attendance.
3. Refunds cannot be given for non-attendance of students.
4. Where appropriate, lessons may be taken in advance; for example, in the run up to exams, or before a long-scheduled absence and time taken off in lieu afterwards. Such requests are at the discretion of the tutor.
5. Please note that tutors will do what they can to help students catch up lessons but in the case of a student falling more than 3 lessons behind it will probably not be possible to catch every lesson up.