

# REGULATIONS AND CONDITIONS FROM SEPTEMBER 2023

From time to time, we will update these Regulations and Conditions and will always contact you to notify of any changes.

This is a document for parents and carers. As the parent or carer, you must be over 18 to apply for our services and you must have legal responsibility for any child named.

If you are a school applying on behalf of a parent / carer for a pupil in your school, it is the school's responsibility to get the Regulations and Conditions signed by the parent and sent to West Sussex Music. This is to ensure that parents have read and understood the Regulations and Conditions of the contract with West Sussex Music. If agreement is not confirmed and lessons take place, the school will be held liable for any debt incurred.

## Glossary:

Throughout this document, the following terms are used:

- "you" refers to "you, the parent or carer"
- "instrument" or "instrumental" includes "vocal" and "singing"
- "SpeedAdmin" is the parent portal through which you manage your account
- "pupil" refers to "all children and young people"

## 1. Lessons

The standard course of **school-based** instrumental tuition is **33 lessons** across the year.

The standard course of **Music Centre** instrumental tuition is **30 lessons** across the year.

**Group lessons** for three or more pupils are 30 minutes duration. A group of two pupils will share a group lesson of 20 minutes length. Every effort is made to group pupils on the same instrument or at the same stage (grade) of learning, however this is not always possible, and the teacher reserves the right to teach groups of mixed instruments and mixed abilities.

**Individual lessons** are taught at 20-minute or 30-minute durations. Longer lessons are also available at 40-minute or 60-minute durations. The option of individual lesson length is determined by the teacher's availability and judgement.

**Online lessons:** by agreeing to our online lesson policy, we reserve the right to offer online lessons where face-to-face lessons are not possible because of school closure or teacher absence.

## 2. Lesson choice

It is not possible to offer teaching on the full range of instruments or choice of lesson type in every school. If WSM is unable to offer lessons in a school as requested, we may offer lessons on an alternative instrument or signpost to an Associate Tutor. Associate Tutors are approved, independent providers and not employed by WSM. Associates set their own rates and agreements with parents / carers and are not subject to these Regulations and Conditions.

## 3. Music Centre activities

The standard course of Music Centre activities is **30 sessions** across the year.

Music Centre sessions take place on Saturdays or weekday evenings during term time. The activities are led by West Sussex Music teachers and Associate Tutors. Music Centre activities are open to children and young people up to the age of 21 in full-time education or a gap-year. Some activities are age-specific, and some require pupils to have reached a minimum standard before they are eligible to join. Membership of West Sussex Youth Orchestras and Choirs may be subject to a competitive audition.

## 4. Instrument hire

We have a limited stock of instruments to support pupils learning through West Sussex Music or with an Associate Tutor. Although we always try to help, we cannot guarantee to provide an instrument for every pupil. Priority will be given to families eligible for the Bursary Fund and for pupils in their first year of lessons. The period of hire is initially for one school year but may, subject to availability, be extended. If instrument hire starts after half-term, a charge of 50% will be made for this initial part term. The instrument is to be used only by the pupil named in the hire agreement. The instrument remains the property of West Sussex Music Trust. Instruments may be available for private hire to pupils not learning their instrument through West Sussex Music or its Associates. Please be aware that if the instrument is subsequently required by a West Sussex Music pupil, we reserve the right to cancel the agreement with at least 6 weeks' notice.

## 5. Application process

When an application for lessons, music centre or instrument hire is received a parent/carer account is created in SpeedAdmin. SpeedAdmin is the Parent Portal where you can view your account, pay invoices, and view messages regarding your child's activities.

### Lessons

We aim to place your child into lessons promptly. Each instrumental teacher manages their own waiting list, please note that the lesson start date will depend on the spaces available. If lessons are unable to start immediately the teacher will keep you updated with progress.

### Music Centre activities

We aim to turn around your application swiftly. Please note that for some activities it may not always be possible to start immediately.

## 6. The cost of lessons, instrument hire and music centre

Payment is either by 12 equal payments via Direct Debit or 3 termly payments payable on invoice.

### Lessons

Group	£9.10 per lesson
Individual 20	£14.80 per lesson
Individual 30	£22.20 per lesson

- School-based lessons are invoiced at **11** lessons per term.
- Music Centre lessons are invoiced at **11** lessons (autumn), **10** lessons (spring), **9** lessons (summer)

### Instrument hire

£33 per term

Costs of private hire to pupils of non-West Sussex Music teachers or Associates are available on request.

### Music Centre – membership subscription\* per child

One activity	£70 per term
Two+ activities	£110 per term

\*If you are a UK taxpayer, please maximise your subscription by agreeing to **Gift Aid** it to West Sussex Music Trust (Charity No 1152703). By agreeing to **Gift Aid** your subscription, we can claim 25p for every £1 of the membership from HM Revenue and Customs.

## 7. Help with costs - Bursary Fund

The **Bursary Fund** supports children and young people aged 5-18 years of age, living in West Sussex, or attending a West Sussex maintained school (local authority, academy, or free school). For pupils learning with a West Sussex Music teacher or Associate Tutor, the Bursary Fund can give up to 100% reduction on West Sussex Music rates for:

- Tuition\* (group lessons, one instrument only)
- Instrument hire fees (one instrument only)

- Music Centre membership

\*If you chose individual lessons, you will be required to pay the difference between the group lesson rate and the individual lesson rate.

### 100% Bursary

To qualify, pupils must be:

- Receiving benefits-related free school meals, or
- A Child in Care, or have
- Refugee status

### 50% Bursary

Available for pupils whose school is unable to support them through pupil premium funding and whose parent/carer receives one or more of the following:

- Income Support/Employment and Support Allowance (ESA)
- Jobseekers Allowance (JSA)
- Child Tax Credit/ Working Tax Credit/Universal Credit
- Incapacity Benefit
- Housing Benefit
- Pension Credit (Guarantee Credit)

## 8. How to pay

We will contact you when fees are due. Payments should be made via:

- **Parent Portal:** By debit or credit card (not American Express)

Or

- **Direct debit:** If you would like to spread your payments across 12 months, please contact us at [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) to arrange a payment plan.

Payment may also be made by:

- **BACS:** Send a BACS payment to Sort Code 82-60-13 Account Number 10037938. Please ensure you quote your **account number** with your payment.
- **Telephone:** Pay by debit or credit card on 01403 286330 between 8.30am and 4.30pm Monday to Friday.

We do not accept cash, cheques, or childcare vouchers.

## 9. What happens if payment is late?

Full payment is due **14 days** from the date of invoicing unless a monthly payment plan by Direct Debit is agreed with us. If payment is late, the pupil will not be entitled to take part in activities. We require a minimum of three working days to process and confirm a payment. If a Direct Debit payment is missed due to insufficient funds, West Sussex Music will apply a £5 administration charge to your account and will collect this charge in full on the next Direct Debit collection.

The status of a payer's account will affect all services provided by us. Please ensure prompt payment to avoid disruption to any other services provided by West Sussex Music. If you experience financial difficulty or hardship, that might affect your ability to pay on time, please contact [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) or call 01403 286330 in confidence.

## 10. Discontinuing music centre or instrument hire

Music Centre membership and Instrument hire will continue term on term and year on year until written notice to discontinue is received. If a pupil wishes to discontinue part way through a term, the full term's charges remain payable in full.

If you wish to discontinue, notice must be given by email to [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) by:

- Friday 25 August 2023 to cancel before the autumn term 2023

- Friday 15 December 2023 to cancel before the spring term 2024
- Thursday 28 March 2024 to cancel before the summer term 2024
- Friday 23 August 2024 to cancel before the autumn term 2024

Verbal or written notice via a teacher will not be accepted.

Ending activities does not close your payer account if there is an outstanding balance. Outstanding balances must be cleared within 30 days. If you pay by Direct Debit, please do not cancel with your bank until your account balance has been paid in full. We will apply a £5 charge to your West Sussex Music account if a Direct Debit payment fails due to you cancelling your Direct Debit mandate before your West Sussex Music account balance is cleared.

## 11. Discontinuing lessons

Lessons will continue term on term and year on year until written notice to discontinue is received.

If you wish to discontinue lessons, notice must be given to [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) by:

- Friday 25 August 2023 to cancel before the autumn term 2023
- Friday 15 December 2023 to cancel before the spring term 2024
- Thursday 28 March 2024 to cancel before the summer term 2024
- Friday 23 August 2024 to cancel before the autumn term 2024

Verbal or written notice via a teacher will not be accepted.

### Late notice

If notice to discontinue lessons is not received by the dates above, the following charges remain payable:

- Up to 14 days from invoice: Half-term fees
- 15 days, or more, from invoice: Full term fees

Ending activities does not close your payer account if there is an outstanding balance. Outstanding balances must be cleared within 30 days. If you pay by Direct Debit, please do not cancel with your bank until your account balance has been paid in full. We will apply a £5 charge to your West Sussex Music account if a Direct Debit payment fails due to you cancelling your Direct Debit mandate before your account balance is cleared.

## 12. If the pupil misses a lesson

If a lesson is offered but has been missed because the pupil has been absent or unavailable, a refund or credit will not be given.

## 13. If the teacher misses a lesson

If a lesson cannot be offered due to teacher absence, eg. teacher illness or school closure, the teacher will make every effort to reschedule a cancelled lesson.

If the full course of lessons has not been offered across the academic year, a refund or credit will be given if you apply to West Sussex Music by 31 July. The amount of the lesson refund will be calculated according to the shortfall in the number of lessons invoiced and paid and will be made after the end of the school year on application to [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) (not on a term-by-term basis). If lessons start part way through the year, the amount refunded will be calculated pro-rata. Refunds are not available with respect to instrument hire or Music Centre membership.

## 14. Reporting on progress

Progress will be monitored continuously. An end of term Progress Summary informs parents / carers and pupils of their progress in the autumn and spring terms. In July, an Annual Report is issued for each pupil. Regular contact should be maintained between teacher and parent by means of the weekly practice diary, via the Parent Portal, or by email.

## 15. Other costs

You are expected to provide music and relevant accessories, e.g. reeds, strings etc, and to pay for any external examination for which you wish your child to be entered, including accompanist's fee.

## Music Centre

### 16. Welfare of pupils at music centre

It is expected that pupils will arrive in good time for the start of their activity. Should your child need to be absent for an activity, inform [musiccentre@westsussexmusic.co.uk](mailto:musiccentre@westsussexmusic.co.uk) in advance of the session.

Pupils must be collected promptly at the published finishing time of the activity and must remain in the building after their activity until collected. Parents/carers must advise their child not to leave the premises with anyone other than the nominated responsible adult. Pupils must tell a member of staff if they are ever approached or offered a lift by a stranger. Music Centre staff may on occasion need to release pupils for good reason for part of an activity, for example to use the toilet. Pupils are expected to return to their activity as soon as possible and Music Centre staff cannot be held responsible for pupils who do not return promptly. It is strictly forbidden for pupils to leave an activity without previously obtaining the permission of a member of staff.

### 17. Other music centre costs

Please note that an additional local charge may be made for uniforms, courses, tours, and audience attendance at concerts. Some activities may require pupils to supply their own resources e.g. books, pencils, mutes, and music stands.

## Instrument hire

### 18. Applying for instrument hire with lessons

If instrument hire is needed, it is the parent/carer's responsibility to apply for instrument hire when a lesson start date has been confirmed with the teacher. Not doing so may result in the instrument not being available for the first lesson. If an alternative size of stringed instrument – violin, viola, cello or double bass – is required, it is the parent/carer's responsibility to update this on the Parent Portal.

### 19. Getting your instrument

We will contact you when your instrument is available. Instruments can be collected from our instrument store at Petworth, or we can arrange to send the instrument to a school which is part of the West Sussex schools' courier route, allowing two school weeks for delivery.

### 20. Use of the instrument

No sub-letting or loaning of instruments to others is permitted. The instrument is intended for the sole use of the pupil named in the hire agreement.

### 21. Looking after the instrument

We aim to issue the instrument in good condition and expect it to be looked after and returned in the same condition with all the accessories. You will be responsible for the cost of any repairs or damage however caused and for consumables such as replacement strings, rosin, reeds, grease, and oils. If the instrument gets damaged or seems to need maintenance contact West Sussex Music immediately. Do not organise your own repair. If the instrument cannot be repaired, you will be charged the current value of the instrument.

### 22. Instrument insurance

By agreeing to these Regulations and Conditions you are acknowledging responsibility for all loss or damage to the instrument even if caused by acts or events outside of your control. Please check your home contents insurance policy carefully; for some high value instruments you may need to take out extra cover.

Indicative insurance values:

- Up to £300 clarinet, flute, guitar, keyboard, viola, violin
- £300 - £500 baritone horn, cello, cornet, French horn, tenor horn, trombone
- £500 - £1000+ bassoon, double bass, oboe, saxophone, tuba

### 23. Ending instrument hire

Instrument hire may be stopped at any time within the year, although any hire fees already paid for that term will not be refunded. You need to notify us immediately if your child stops learning through West Sussex Music or with an Associate tutor. We will advise you how to return the instrument.

The hire agreement and fees will cease only once the instrument has been received at West Sussex Music. You remain liable for any loss or damage until we confirm that the instrument has been received by West Sussex Music in good condition. If the instrument is not returned to us, West Sussex Music reserves the right to replace the instrument at the hirer's expense.

## Data Protection

### 24. Privacy notice

West Sussex Music will only use any personal information you provide about you or your child to administer your account and provide the products and services you have requested from us or opted in to for marketing purposes. Please be aware that West Sussex Music will only communicate with the named parent/carer on an application form. We will require signed consent if you wish someone else to deal with your account on your behalf.

When sending emails to parents/carers, West Sussex Music will always send emails via their [name.surname@westsussexmusic.co.uk](mailto:name.surname@westsussexmusic.co.uk) address; send to parents, not children; send group emails 'Bcc'; send teaching timetables only to the parents of children at the same school. Please be aware this may identify your child by name and tutor group / class. If you declare any medical conditions or other sensitive information which is essential for the safeguarding of your child, this will be shared with teachers as required. West Sussex Music staff adhere to current data protection legislation and our 'Acceptable Use of IT' policy. Our full Privacy Notice can be found on our website.

Please note that although Associate Tutors and volunteer helpers are not employed by West Sussex Music there may be occasions where a child's data will be shared for the purpose of safeguarding or other legal/statutory obligation (e.g. attendance registers for safety purposes at Music Centres and external events).

### 25. Closing your account

If you wish for your personal details to be deleted from West Sussex Music records, please email [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) Please note that deletion is only possible if all invoices are settled and there is no outstanding balance on your account.

### 26. Enquiries, questions and contacts

For enquiries about your bill or payment and for general enquiries, please contact West Sussex Music by email at [music@westsussexmusic.co.uk](mailto:music@westsussexmusic.co.uk) or telephone 01403 286330. For lesson questions, please contact the instrumental teacher either by email to their [@westsussexmusic.co.uk](mailto:@westsussexmusic.co.uk) address, via the parent portal, or a note in the practice diary for the next lesson.