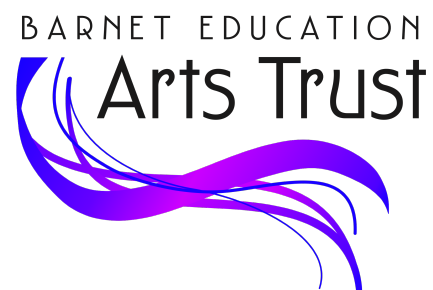


Making young lives musical.



## **BEAT Music Lesson and Ensemble Terms and Conditions**

**Updated:** January, 2022

**Effective from:** 19 January, 2022

These terms and conditions form the basis of the contract between Barnet Education Arts Trust 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:

- [BEAT Child Protection and Safeguarding Policy](#)
- [BEAT Instrument Hire conditions](#)
- [BEAT Privacy Policy](#)

Barnet Education Arts Trust (hereafter referred to as BEAT) reserves the right to vary these terms and conditions at any time and without notice. Any determination made by the Chief Executive Officer of BEAT arising from the terms and conditions shall be final.

### **Sessions**

1. BEAT provides 30 instrumental lessons over the three term academic year either face to face or via a virtual learning platform
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 may not equate to the number of lessons offered.
3. For memberships, (e.g. music academy bands, ensembles and choirs) BEAT will aim to offer a maximum of 30 sessions over the academic year either face to face or via a virtual learning platform.
4. Attendance records are kept for invoicing and record keeping and used as the source of information for any queries about accounts.

### **Fees**

1. Queries relating to lessons invoiced by your school should be directed to the relevant school.
2. BEAT will invoice for 10 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 cannot commence before an invoice has been paid.
4. In the first term of learning only, if lessons commence after the half term break, you will be invoiced for 5 lessons.
5. For pupils leaving at the end of a term in which the lessons offered exceeds the amount charged, BEAT reserve the right to charge for the extra lessons.
6. Fees for memberships (e.g. music academy bands, ensembles and choirs) are invoiced as a flat termly fee and not charged on a pro-rata basis. 7. In the event of financial difficulty, you

should contact BEAT 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. Payment will be taken on a specific day each term. You will be notified of the payment date 3 days before payment is taken. Details of how to make payment will be on the email.
9. You hereby authorise BEAT to charge the debit/credit card supplied for the payment of all Services and Fees. The debit/credit card will remain on file (Credential on File) and will be used to take termly payments, as agreed. You will be informed by email in advance of each payment being taken. The debit/credit card provided will be kept on file and will remain in effect until the expiration of the credit card account. You may revoke this authorisation by submitting a written request to BEAT. Customers agree to pay the cost for any returned or challenged payments.

## Teaching

1. Teaching is normally given individually, or in shared/group lessons where specified.
2. The lesson types offered are:
  - individual 15 minute lesson
  - individual 20 minute lesson
  - individual 30 minute lessons
3. Other lesson lengths may be offered at music academies, or in agreement with schools at their request.
4. The size and membership of a group may be subject to change without notice (e.g. due to differing rates of progress).
5. BEAT will not give tuition to a pupil who receives lessons on the same instrument from another (non-BEAT) teacher.
6. BEAT reserves the right to change the BEAT teacher, either temporarily or permanently with no notice.
7. Progress is monitored continuously.

## Time of lesson

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 BEAT teacher is not responsible for escorting children to/from lessons, although the BEAT 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 BEAT teachers will endeavour to accommodate the scheduling requests of each school.
5. Lessons and activities at music academies will take place outside school hours.

## Instruments and accessories

1. You agree to provide instruments, music and accessories as required.
2. BEAT hire instruments may be available – separate terms and conditions apply

## Liability

1. BEAT does not accept any liability for loss or damage to pupil's instruments or personal possessions.
2. It is advisable to arrange appropriate insurance for these items, often available under existing contents insurance policies or via specialist insurers.

## 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. 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.
3. In exceptional circumstances and if reasonable written notice is given, the BEAT teacher, at their own discretion, may reschedule a missed lesson. No credit will be due if the BEAT teacher is unable to reschedule a lesson missed by the pupil without sufficient notice.
4. When a BEAT 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.
5. Rescheduled lessons may be in a different term to the original missed session but will be in the same academic year.
6. BEAT will endeavour to provide a cover teacher in cases of extended staff absence.
7. Credits cannot be given for termly membership fees (e.g. Ensembles or group activities).
8. Where lessons take place in a school, the school will provide notification to the BEAT 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.
9. 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 BEAT control (e.g. force majeure, a pandemic, flooding, heavy snow or industrial action), no credit will be due.
10. If a lesson venue closes due to reasons outlined in point 9 above, provided arrangements can be made in time, it is expected that lessons and membership activities will move online where possible.
11. 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.
12. Lessons will not be credited on a term-by-term basis.

## Communication between customers and BEAT tutors

1. BEAT administrates lessons through a third-party application (Schooble).
2. BEAT, through its tutors, will use the inbuilt messaging functionality to communicate with customers about information regarding the effective delivery of lessons, including, but not limited to:
  - lesson reminders
  - changes in lesson time/date
  - cancellations
  - further home learning

- test notifications
  - confirmation of lessons
3. Authorised users will have access to the messages sent between the tutor and the customer. BEAT reserves the right to read and review the messages to effectively deliver the service to customers.

## **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 a BEAT tutor will not be accepted.
5. Written notice for withdrawals and / or changes to lessons must be requested via THE ONLINE PORTAL or sent to the relevant email address [admin@beatrust.org.uk](mailto:admin@beatrust.org.uk) no later than the half term of the current term.
6. If the required notice to withdraw from an instrumental lesson is not given, an additional late notice administration fee of £10 may be applied. Once payment has been received and tutor's hours confirmed, we cannot guarantee a refund will be given.

## **Financial support**

1. Funding is available for lessons with a BEAT teacher to school age pupils eligible for Pupil Premium. Please see the BEAT Pupil Premium Policy
2. Please note that financial support cannot be applied retrospectively.
3. You must have received confirmation of any financial support from BEAT before enrolling a pupil for lessons.
4. If lessons are booked before financial support is confirmed by BEAT, you will be liable to pay all fees in full.
5. Financial support will be withdrawn if eligibility changes during the year.
6. Continuing eligibility is also subject to satisfactory attendance and continued musical progress.
7. 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.

## **Health and safety**

1. Whilst every care is taken to ensure the health and safety of your child whilst on a site used by BEAT for delivering music tuition, BEAT 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.