Cambridgeshire Music Terms and Conditions

September 2026

This document outlines our terms and conditions of business.

If anything is unclear, please contact us before submitting a request for services.

This document (the "Agreement") is a legal contract between you and Cambridgeshire Music ("CM") for any services provided including online accounts.

If you have placed an order or request at a distance (online, by email, post, or over the phone):

- you can cancel this within 14 working days without charge.
- After 14 working days from the date of the request, if we have confirmed we will provide a service or you have started using it or we have supplied a product then these terms and conditions apply.

Additional contractual information for Schools, settings and other organisations:

Our working relationship with schools, settings and organisations is set out in the relevant Memorandum of Understanding (MOU) or Service Level Agreement (SLA) which outlines how we will work together. This should be read in conjunction with these contractual terms and conditions for services provided. The MOU/SLA includes reference to the expectations that:

- Organisations will provide, without charge, suitable spaces for activities provided for them, their pupils or community by CM under the SLA/MOU drawn up between us, at scheduled times with access to functioning equipment/resources including local internet access as agreed with the service.
- Organisations will provide relevant information to our visiting staff in advance with regard to vulnerable children/adults or those with special educational/language or other needs and will liaise with the service's designated safeguarding lead or SEND lead as required.
- Organisations will provide key information and policies to visiting staff relating to areas such as classroom and behaviour management, routes of escalation, and emergency procedures (e.g. those linked to evacuations and lockdowns.)
- CM will work in partnership with schools and organisations to ensure that activities run smoothly and schools will integrate and treat our visiting staff as part of their overall staff team, including providing access to on-site staff areas for rest and breaks.
- Schools and organisations will take an interest in the development of activities, individual pupil progress and the support required to encourage progression.
- Organisations will circulate Cambridgeshire Music information to their community about available opportunities via their channels for staff and families.

- Schools will provide data as required under investment funding agreements to support ongoing provision of music activities in schools and County as part of service provision.

- Variation to terms and conditions or agreed working relationships and processes under the MOU/SLA will not be made without appropriate agreement with the CM in advance. Financial costs incurred by CM due to any changes not agreed in advance may be passed on to organisations. The Music Education Hub may require payment of investment through subsidy or grants if conditions of funding are not met and these will be invoiced to schools.

For schools that are designated as Academies, please note that these terms and conditions together with the MOU/SLA covering working relationship, determine the Cambridgeshire Music provision within part of any global contract with Cambridgeshire County Council for multiple services.

The global contract can be obtained directly from the council. For schools that are maintained by the Local Authority, these terms and conditions and the Memorandum covering working relationship form our Service Level Agreement with you.

Where organisations are permitted to pay for some types of bookings on an account basis payment will be expected within 30 days of raised invoices and late payment may result in a charge being added to the account. At the end of each period of activity, CM will calculate any credits due against future invoices.

Should organisations be in arrears beyond 30 days of the raising of an invoice, the invoice may be processed through the Council's debt recovery system and it may be necessary to cease delivery of activities to the organisation should payment of agreed fees not be made and charge interest on any account due.

For All Customers:

Charges
Current charges are listed on our web pages at www.cambridgeshiremusic.org.uk.

In line with our SLA and MOU, Cambridgeshire Music do not pay charges, in the schools or settings in which we deliver work for children and young people, for the provision of resources including spaces for these activities.

Definitions in this document:
- "Services" means all services and products we provide to any customer.
- "Schools" means all settings and organisations for whom we provide services.
- "Due Date" means the date by which an action or payment must have been made.
- "Expected sessions" means the number of sessions of activity for a particular service provided during an "activity period"
- "Activity period" means the timeframe over which a particular activity is being run. This is usually aligned with school terms plus the following holiday period. At the end of each activity period CM reviews any credits due to customers in relation to activities.
- "Notice Date" means the date by which an adjustment where required to provision must be given to us for continuity or change purposes.

Security of data:
- We take the security of your information very seriously.
    - Data that is collected is stored securely and where required in encrypted forms.
    - We do not retain your bank account details.
    - Our staff will never ask you for your account password or log in details.
    - If you think your data has been compromised, please tell us immediately.
    - If we think there has been a data breach we will tell you immediately.
    - If you would like more information about data security please contact us at cm@cambridgeshire.gov.uk.

Your privacy:

- Your data is collected and managed in accordance with the General Data Protection Regulations as set out in our Privacy Statement, available online at Policies / Cambridgeshire Music

Safeguarding

Cambridgeshire Music fully recognises the responsibility it has under section 175 of the Education Act 2002 (as amended), to have arrangements in place to safeguard and promote the welfare of children.

If you have a safeguarding concern or query you should call 0345 045 1371 and ask to be referred to the Designated Safeguarding Leads (DSL) for the service who will contact you directly.

Any staff that we assign will have appropriate qualifications and experience in line with both our own policies and those of the Cambridgeshire County Council. It is our role as the employer of these staff to ensure that they are competent and able to carry out their duties and to have appropriate procedures to manage any issues that might arise.

- All staff are subject to Disclosure and Barring Service (DBS) checks, references, observations of their work and skills, checks on their work history and qualifications and through multiple interviews. They are Council centrally employed staff for the purposes of school single central record-keeping. Schools should keep a copy of the letter of confirmation provided for this purpose.

- Staff are trained regularly with regard to safe working practices and child protection and receive updates as appropriate across each year.

- If our staff have a concern about any child they are legally obliged to report that concern to one of the Cambridgeshire Music Designated Safeguarding Leads (DSL) and if in a setting also to the lead in that setting who will determine any action to be taken. If you have a child protection concern you should raise that directly with our DSL and we will investigate immediately. Cambridgeshire Music's safeguarding policy can be found here. When a concern is raised with us we will follow the safeguarding procedures that apply; if the concern arises through the provision of activities in school, this will be discussed with the school as part of these processes.

- Our online platform, remote tuition and home visits are operated under approved safeguarding and security requirements and require additional consents to be provided and policies to be followed.

- We will put in place appropriate supervision at events and activities operating under Cambridgeshire Music and assess risks using agreed best practice processes.

- We provide information on our work via our website as well as our social media channels that allow customers and parents to engage with us and share comments as well as asking questions about our provision. Our site (Cambridgeshire Music) is our principal source of information and can be used to find out more information on our projects, latest news, as well as processes and protocols. For more information please contact us. As part of account management with customers – consents can be selected to enable us to manage the reference of students involved in activities correctly.

Age/Responsibility Requirement to enter into an agreement

- You must be at least 18 years old to agree to and enter into this Agreement on your own behalf, on the behalf of your child or on behalf of an organisation and to register for use of services. This include use of the online account provided for this purpose by our supplier (EEPOS).

- By making a request or using our services you are indicating your acceptance to this Agreement, and that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering on behalf of your child or a child in your legal care or are authorized to do so on behalf of an

organisation. If you are a parent or guardian entering this Agreement for the benefit of your child, you are fully responsible for his or her use of services, including all financial charges and legal liability that he or she may incur.

- If you do not agree to (or cannot comply with) any of these terms and conditions, do not request and/or confirm and/or use our services.

Agreement to Pay

You agree to pay by the due date for services that you confirm you wish to have once these have been confirmed with you and 7 days have passed from the date of confirmation. Confirmation is by the scheduling of provision which is viewable from your account.

- For individual accounts:
    - we provide an invoice for activities requested with a payment link that allows full or instalment payments (conditions apply).
    - We will provide alternative methods if this method is not possible or unavailable.
    - Full or first payment is due by the first day of each activity period (school term) or within 14 days of an invoice issued during the activity period.
- Organisations will receive an invoice with a payment link.
    - Payment is due within 30 days of invoice date.
    - Use of the online payment link is encouraged where possible in order to ensure reconciliation with the issued invoice automatically.
    - Schools may alternatively make a payment via notified BACS mechanisms to the County Council. If a BACS payment is made, schools must provide a remittance including the invoice number, date and amount paid to our business team at cm@cambridgeshire.gov.uk. If a remittance is not provided, the invoice will remain unpaid until funds are transferred to our accounts by central finance teams and reconciled, and correspondence may be issued automatically in the mean time.
- Where instalment options are made available and selected:
    - customers are responsible for making payment by the due date of each instalment.
    - Reminders may be be automatically sent around the due date to support this.
    - All instalments for invoices need to complete by the end of the financial year (March annually).
    - Should payments be missed, this facility may be withdrawn at our sole discretion and the full amount become due immediately
- If payments are overdue
    - Provision of services will not commence or be suspended until payment is made
    - Cancellation costs or late payment fees will be notified and applied to the account.
    - Missed delivery of activity due to non-payment will not be refundable as staff time to deliver has already been allocated.
- If we have confirmed your request and you then decide not to take up a service after the 7-calendar day cooling off period, mentioned above, you will be charged a cancellation/admin fee. If this is before the start of the activity period, this will be equivalent to 50% of the charge for the activity period. If this is after the start of the activity period, the full amount may be

charged for cancellation for that period.

Maintaining your online account:

We provide an online account to enable you to request and view details about provision through our supplier (EEPOS).

- You are responsible for keeping the information you provide through your account up to date via your account access.

- CM cannot take responsibility for any liability caused by failure to maintain accurate account details, particularly regarding any special requirements for children or for services, contact details or changes in organization staff with access.

- You must not allow anyone else to use or share your account access, which always remains the property of our contracted supplier.

- We will archive your account and remove data that does not need to be kept to carry out our business if services are no longer required as long as all payments are completed.

Continuity of Studies across Activity Periods and ending or making changes to services provided

- For individual student studies for families:
    - to preserve continuity of learning, activities will be automatically set up for the following activity period unless you advise a change is required. This enables us to ensure staff can schedule ongoing provision for learners.

    - If an adjustment is needed to an activity for the next activity period, including changes of session length, grouping, ending of provision, this should be notified to us using the online forms provided for this purpose in your account by the notice date. The notice date is the last day of the half-term holiday in each activity period for the change to take effect for the next activity period (e.g. Oct/Feb/May half-terms).

    - If a change is requested within the current activity period, charges may apply for the requested activity until the end of that period.

- For schools and organisations:
    - we will only prioritise the continuation of provision in subsequent activity periods if you request this by the notice date. The notice date is the last day of half-term in each term for a continuation to take place into the next term.

    - Schools may request activities to be scheduled across the whole of an academic year each summer and these will be added to the provision schedule. Continuation notice is then not required for these activities.

    - If continuation has not been requested or scheduling not arranged for the academic year the service cannot guarantee provision for the following term after the notice date though will attempt to accommodate such requests.

    - Schools can advise continuation or new requests via the provided form online.

Waiting lists

- For requests that cannot immediately be accommodated, CM maintains a waiting list of applications for provision. Recruitment of additional capacity to support these can take several months.

- The waiting list is reviewed against available space for activity and staff capacity on a regular basis each week.

- Assignments for requests from the waiting list are made in this order of priority
    - Continuation of studies for existing students where there has been a previous change of staff and recruitment is ongoing to replace them.

    - Requests that can be accommodated by vacancies in existing schools for staff with capacity will be assigned in date order of receipt (earliest first).

    - Requests for new locations of provision associated with CM/school development projects

    - Other requests in new locations

- If the service does not believe a request on the waiting list can be supported within a term we will usually contact customers to ask if they wish to remain on the waiting list for the next term.

Business continuity and non-solicitation

During the term of this Agreement and for 2 full academic terms or 6 months, whichever is the longer, after the date of any termination of this Agreement, the client or partner will not, without the prior written consent of Cambridgeshire Music either directly or indirectly, on the client or partner's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed or previously employed by Cambridgeshire Music or any customer of Cambridgeshire Music.

As an organisation we believe that a joined up, cohesive delivery of a range of music activities in and out of schools or other organisation is the best way to support musicians of all ages.

Therefore, it is not in the general interest of music education development for decisions or actions to be taken that may undermine this, particularly if it affects the security of employment and work for our staff. Clients considering changes to their contracts are strongly advised to discuss this with the Head of Cambridgeshire Music prior to any discussions with our employees, other clients or families and pupils. Organisations should take note of the expectations within the SLA/MOU that has been agreed in relation to this.

If we are made aware that a client with a contractual arrangement with us is attempting to negotiate or set up a private arrangement with a member of our staff without our agreement in writing we may:

- Suspend immediately all activities with that client until this matter is resolved without refund or reduction in contract value
- Raise cancellation charges if necessary to cover the remainder of any active contracts
- Raise additional charges to cover any potential legal or other costs incurred in resolving the matter including the value of lost work in subsequent years.

Delivery of Music Technology Sessions

Within our delivery of music technology sessions, the area of study will result in the application, instruction and discussion of music technology equipment and programs. CM has no affiliation with additional audio or music pro-audio equipment, such as microphones (referred forward to here as ‘hardware’) sequencing digital audio workstation software (referred forward to here as ‘software’) including third party extensions (referred forward to here as ‘plugins) and additional peripheral audio and musical instrument digital interface (MIDI) formats (referred forward to here as ‘audio files’) that are used during the delivery of music technology tuition lessons or discussed during the delivery of music technology lessons by teachers and tutors.

The use of any hardware, software, plugins or audio files utilized or mentioned within music technology tuition sessions - either during the delivery of music technology tuition lessons or after the delivery period has ceased - are done so at the participant(s) own risk. Under no circumstances shall CM be held liable for incidental, special, indirect or consequential damages arising out of or relating to the

use of hardware, software, plugins or audio files that are used in relation to the music technology sessions and their delivery. This is including - but not limited to – potential risks associated with the obtaining such hardware, software, plugins and audio files, such as general computer security, viruses, malware, data breaches or cyber security threats. The use of any such hardware, software, plugins or audio files are done so at your own risk and in no event will CM be liable to you to any and all consequential loss arising from your use of aforementioned hardware, software, plugins or audio files.

Amendments to Terms & Conditions

CM may from time to time modify these terms and conditions online. All requests for services require acceptance of the terms and conditions that are current and notifications will be made when updates occur through our communication channels.

Guidance for Requesting and paying for services and products:

- Services/products can be requested online using our application forms. This is the most secure and preferred way of making such a request.

- If you contact us and ask us to set up a service on your behalf, we will attempt to verify your identity before doing so and this may delay your request.

- A request for a service or product to be provided does not mean that it is guaranteed to be available. Products will be provided if in stock or services will be confirmed when staff can be assigned to deliver it. Applications awaiting assignment for services will be on our waiting list. The service has a finite staff capacity and at times it will not be possible to fulfil every request. Should it not be possible to do so we will inform you as soon as possible and advise of any alternative options available. Existing ongoing requests are prioritised and new requests are taken up in order of date received.

- Therefore, the earlier a new request is made for a potential service, the more likely it is that the capacity can be created to provide it. For new academic year provision, we advise all customers to make requests in April, or May at the latest. As much of our provision is subsidized. there will be a finite capacity beyond which it may not be possible to fulfil further requests although we do our utmost to accommodate as much as possible.

- We often receive surges in requests at the start of the academic year and the subsequent terms, and capacity may have already been filled.

- For projects, we will confirm participation once your request is received as soon as possible and raise your invoice for payment.

- For products, if in stock, these will be dispatched once payment is received.

- For regularly delivered services we will process your request and assign a member of staff if available. They will schedule the provision of the service.

- We will usually raise invoices for the next activity period during the 2 weeks prior to the start of the period. The due date for first or full payment for the requested activity will be start of the activity period. If a payment has not been received, activities will not begin.

- For ensemble/academy membership requests, or requests for instruments from our county instrument bank or music from the County Music Library, we will process your request and contact you to confirm membership or availability of the requested item and raise your invoice as appropriate.

Remissions and Bursary Funding applications

School Remissions

Under the Education Act, schools are obliged to offer a meaningful remissions scheme for eligible pupils if a general opportunity is provided for an activity to all pupils in school. Support should assist

with the costs of activity and any resources required to take part. This is to ensure there is an opportunity for access for those that might otherwise be disadvantaged. Schools often link this to eligibility for free school meals or Pupil Premium support. Families are encouraged to take up this support and should contact their school for details or check school websites for publicized information about their schemes.

Pupil Premium Funding

Where Instrumental or Vocal lessons or activities are intended to be funded by a school through Pupil Premium or any other school or third party-funded scheme, Cambridgeshire Music must receive written confirmation of funding approval and a valid Purchase Order (where required) before activities can commence.

If activities begin before funding approval and/or a Purchase Order has been received, the parent/carer who has registered the pupil will remain responsible for all charges incurred until such approval is in place. Cambridgeshire Music cannot guarantee that schemes will fund lessons retrospectively.

If a school agrees to support a child's access to an activity in school:

- For new requests the guardian should complete the application form for provision and indicate that remissions support is expected. For existing learners, the guardian can provide a change request or write directly to us at cm@cambridgeshire.gov.uk with details.

- CM will contact the school to confirm remission arrangements. Provision will only commence once funding is approved and any required Purchase Order have been received.

- When the activity is set up and scheduled, as advised by the school, the proportion of cost for the activity that they are supporting will be charged to the school with any remainder in the usual way to the guardian.

- It is the responsibility of the guardian and school to advise should any changes to remissions occur once set up. Until so advised, liabilities for costs will remain the same.

Bursaries

If support is not available through school or for an external activity and assistance is required to enable participation, we can be contacted and will liaise with schools and/or signpost to additional support, either through out own bursary schemes or those provided through partners or the Music Education Hub.

Non-payment/cancellation fees:

- If you have any difficulty in making a payment we strongly encourage you to contact us before the due date of any invoice so that we can help. This avoids discontinuity of activities and enables us to identify the best way of supporting you and students.

- If there has been no agreement and non-payment of first or final payment or instalment by the due date for an invoice occurs, this will result in activities ceasing and charges continuing to be applied for the value of any missed sessions as a non-payment fee until payment is received up to 30 days from the due date.

- After 30 days, the full activity payment will be due and interest will be applied to the outstanding balance at the Council's agreed level above the bank base rate. The invoice may be referred at this point to debt collection agencies.

Refunds:

- No refunds will automatically be given unless CM is unable to provide the service requested during the whole of an activity period. If non-delivery occurs during an activity period we will

calculated a credit due as outlined below.

- If a concern is raised about a service provision under our complaints process, which following investigation we believe requires compensation, we may offer additional credit or refund at our discretion.

- Requests relating to refunds must be made to the business team at Cambridgeshire Music.

- All services provided are independent of each other. The ending of one service does not affect other activities or provision for which charges may still apply.

Non-delivery of a service: If we are unable to provide a service at all or on a long-term basis with no alternative options following confirmation or after activities have begun our staff will discuss options the customer and suspend, rearrange or cancel the service, apply a credit or refund proportionately if a payment has been made. Customers acknowledge that non-delivery cannot always be foreseen and that the service is not a supply agency with infinite capacity. It usually takes a minimum of 2 months to appoint a new member of staff with the expertise required and although the service will make every effort to find replacements for long-term absences this will not always be possible or practical.

Absences and missed tuition sessions:

Our Staff:

- If a member of our staff is unavailable to attend or the location for an activity is closed due to weather or some other emergency situation for a scheduled session, this will be credited at the end of term to the next activity period or refunded if not continuing unless the staff member rearranges the session.

Student absences:

- If a pupil misses a scheduled session, then the session will be charged unless otherwise agreed in writing by the service. Pupils and families are responsible for attending sessions that have been scheduled. If an absence is foreseen, families are asked to give 2 weeks notice and our staff will endeavour to rearrange a session if their schedule permits this however this cannot always be guaranteed.

School Conflicts causing student absence:

- If a school is unable to release a pupil for a scheduled session on a particular day then the session will be chargeable unless at least 2 weeks' notice has been given by either the parent or school and the tutor is able to rearrange their timetable to accommodate it. This cannot always be guaranteed, and the time provided by our staff that was planned is a cost that still has to be covered.

- Communication issues about non-release of pupils and any financial impact are a matter between settings/schools and the parent to resolve.

Right to Change Prices: All prices for products within the Service are subject to change by CM at any time. CM will notify through its general communication channels in advance of any planned changes. Charges will only apply from the next activity period.

Taxes: Prices quoted generally include any applicable taxes, including sales taxes. CM reserves the right to change this policy at any time, with notice as above.

Privacy & Data Protection

The data protection and privacy policies for the service as part of Cambridgeshire County Council will apply.

Modification to Service

CM may modify the service provision at any time to ensure that the delivery of services ordered can

be sustained at the standards and quality required.

Complaints, queries & communications
We welcome feedback and ask that you send your comments to us via our Business Team (cm@cambridgeshire.gov.uk).

Managing concerns:

- If you have any kind of concern relating to the content of an activity please talk directly with the teacher, or lead person for delivery of the activity within 7 days. In most cases they will be able to resolve any queries quickly. Our delivery staff do not handle contractual or financial matters – these can be raised directly with our business team (see below)

- Should raising a concern with the teacher not be possible, or the matter is administrative or financial you should raise your query at the time the concern arises directly with our Business Team via email/letter/fax or telephone. We will investigate any concern and respond to you within 10 working days (although in most cases it will take less time). Please note that should you have a concern about the quality of provision of a service but do not raise this within 7 working days of the time it occurs and continue with the service, this may have an impact on the outcome, including any credit compensation of any investigation into the matter.

- If you have a safeguarding query you should call 0345 045 1371 and ask to be referred to the Designated Safeguarding Lead (DSL) for the service who will contact you directly.

Services:
Our Services are summarised on our website at www.cambridgeshiremusic.org.uk and these terms and conditions apply to these services.