



Cambridgeshire Music Terms and Conditions

Date: 01/09/2020

We have put our terms of business here. If you do not understand them please contact us before submitting a request for services.

This document (the "Agreement") is a legal contract between you and Cambridgeshire Music ("CM"). It covers your use of any CM Services including the online account we provide for you.

If you have placed an order or request at a distance (online, by email, post, or over the phone) you can cancel this within 7 working days without charge. After 7 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 the terms and conditions apply.

Specific contractual information for Schools, settings and other organisations:

Our working relationship with schools, settings and organisations is set out in a separate memorandum of understanding / service level agreement which covers how we will work together. In order to provide a service to the organisation itself or their children/pupils in a setting for the benefit of them and the organisation, our conditions require 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 equipment as agreed with the service.
- Organisations will provide information to our visiting staff 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 SEN lead as required.
- 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.
- Schools and organisations will take an interest in the development of activities, individual pupil progress and the support required to encourage progression.
- Organisations will assist music education provision by providing Cambridgeshire Music information to their community about available opportunities via their information channels.
- 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.

For schools that are designated as academies, please note that these terms and conditions together with the Memorandum 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 rather than at point of booking confirmation in advance, payment will be expected within 30 days of raised invoices and late payment may result in a charge being added to the account. If organisations are in credit at the end of the contract period then this credit can be carried forward to future bookings or alternatively a refund can be agreed on request.

Should organisations be in arrears beyond 30 days of the raising of an invoice without ongoing communication, the invoice will 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.

For All Customers including settings and organisations:

Charges

Our current charges are listed on our relevant service web page at www.cambridgeshiremusic.org.uk or shown when requesting services and in your bookings themselves via your online account.

Definitions

In this document:

“Services” means all services and products we provide.

“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.

“Credits” means the purchase of a number of sessions of activity for a particular service provided. Credits cannot be refunded once purchased and payment in full must be made, over a number of instalments if agreed with the service at its sole discretion. Cambridgeshire Music may award additional credits at its discretion in certain circumstances.

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 <https://www.cambridgeshiremusic.org.uk/pages/about-us/policies/>

Safeguarding:

- Our staff are appropriately skilled to provide their activities. 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.
- Staff are trained regularly with regard to safe working practices and child protection. 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 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.
- Our online platform is operated under approved safeguarding and security requirements.
- We will put in place appropriate supervision at events and activities under and assess risks using agreed best practice processes. We use multiple information channels to communicate about our work including social media. Our main website will always be the principal source of information so there is no need for customers to use social media unless they wish to do so. Our staff have specific protocols for managing any profiles online. For more information about this please contact us.

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.

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.

For individual accounts we provide payment through our online systems or alternative methods if this is not possible.

Organisations may request payment on invoice, in which case payment is due within 30 days of raising the invoice. Invoices can be downloaded from the organization account.

Charges may be paid in instalments by agreement with the service business team however this facility may be withdrawn at our sole discretion and the full amount become due immediately should payments be missed.

If payments are overdue, access to services may be suspended with cancellation costs or late payment fees notified and applied to your account.

If we have confirmed your request and you then decide not to take up a service after the 7 calendar day cooling off period you may be charged a cancellation/admin fee as set out in our charges on our website.

Maintaining your online account:

We provide an online account to support both request and payment for services and you are responsible for keeping the information you provide through it up to date via your account access. CM cannot take responsibility for any liability caused by failure to maintain accurate account details, particularly with regard to any special requirements for children or for services. You must not allow anyone else to use or share your account access, which remains our property at all times. 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 on request as long as all payments are completed.

Ending a regularly provided service

Regularly provided services (e.g weekly) can be ended by informing us at the point of a renewal request for further session credits.

You will be asked to renew a regularly provided service request once your current session credits reach a minimum level set by us. You are required at this point to confirm renewal if you wish it to continue so that we can plan provision and enable our staff to organise their work schedules effectively for you. Scheduling renewed services is prioritised in order of date received. If you wish to continue with provision but do not renew when asked staff may have already taken up new requests or work to fill the gap. This may result in delay or discontinuity of provision if the service is in fact required to continue but was not renewed in a timely way.

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 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.

Amendments to Terms & Conditions

CM may from time to time modify these terms and conditions and inform you of the updated terms through a link to them online. If you do not agree to (or cannot comply with) the Agreement as amended, you must tell us in writing and stop using the service.

Requesting and paying for services and products:

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

If you contact us and ask us to request 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. The service has a limited 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 date order.

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. As much of our provision is subsidised 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.

For new requests that clients wish to begin at the start of the academic year it is particularly important that requests are made in good time (as early in the preceding summer term as possible is recommended) so that we can recruit additional capacity if required and timetable our staff efficiently. 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 payment will then be due.

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 confirm date/time and place for provision of the service at which point payment in full or of an agreed instalment will be required by the due date. If no staff are available we will add your request to our waiting list. If we unable to provide a service within four months we will inform you and cancel the booking unless you request to stay on the waiting list.

For ensemble 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 at which point payment will be required by the due date.

Payment will be requested once a service or product is confirmed and we will contact you regarding delivery if there is any unexpected delay.

Non-payment/cancellation: If payment for a confirmed booking is not made by the due date the service/product will not be delivered and a cancellation/admin fee equivalent to the payment that was due may be charged to the customer account. Your account will be suspended for further bookings until fees are paid and may after 30 days be referred to a collection agency at which point additional charges may be added to the account. We reserve the right to charge interest on unpaid accounts after 30 days without prior notice.

Refunds: No refunds will automatically be given unless CM is unable to provide the service requested. If a concern is raised about a service provision under our complaints process which following investigation we believe requires compensation we may provide additional session credits or refunds at our discretion. Requests relating to refunds must be made to the business team at Cambridgeshire Music.

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 rearrange the service, reassign remaining credits by agreement 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: If a member of staff is unable to attend for a booked session then this will not be charged as a session used, e.g. the number of session credits stays the same and the member of staff may attempt to rearrange the session. If a location for tuition activity is closed due to weather or some other emergency situation then no session credit will be charged.

If a pupil misses a booked session then the session will be charged unless dispensation is given in writing by the service. Pupils and families are responsible for attending sessions that have been timetabled either through direct communication, record books or via school timetable boards and we our staff have a variety of ways of helping them remember to attend their lesson which can be supported by parents and schools.

If a school is unable to release a pupil for a booked 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 and revised charges will be notified prior to confirming a service. Charges will only apply from the next renewal or order by the customer.

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 – 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. Should this not be possible or the matter is administrative you should raise your query at the time the concern arises directly with us 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). If you have a safeguarding query you should call 01480 373500 and ask to be referred to the designated safeguarding lead for the service who will contact you directly. 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.

Services:

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