

Terms & Conditions

Sutton Music Service (SMS) is part of Cognus Limited, 24 Denmark Road, Carshalton, Surrey, SM5 2JG.
 Tel: 0208 323 0419 Web: www.cognus.org.uk

1. ENROLLMENT & FEES

- 1.1. Bookings for instrumental tuition, ensemble activities and instrument hire must be completed and submitted to SMS by parents/ carers.
- 1.2. After the parent/ carer has submitted the online booking, student names will be placed onto a waiting list during the scheduling period and, depending on our current capacity, confirmation of their place will be confirmed via email along with dates and the timings of the lessons/ rehearsals.
- 1.3. We may not be able to accommodate all requests for tuition or ensemble membership straight away; in which case students will stay on our waiting lists. SMS reviews waiting lists each half term so that students start at the beginning of a full-term or after a half-term.
- 1.4. Paired/ group lessons can only be offered if there is a suitable pairing or group available. Where pairs/groups do not exist, SMS will try to offer alternative lesson types and/or place the student onto a waiting list until an appropriate pairing or group is possible.
- 1.5. It may not be possible to offer tuition on a particular instrument if there is not enough work available to make it financially viable for the tutor, *i.e., one to two hours at any particular school*. In this case, students will go onto a waiting list until there are enough students requiring tuition.
- 1.6. SMS waiting lists work on a first-come, first-served basis. Students are offered lessons when a teacher has availability on their timetable, so sometimes, we are not able to take students on at the first waiting list review.
- 1.7. The Sutton Music Education Hub/ Cognus Limited subsidises all Music Service activities. Fees are as published and reviewed annually.
- 1.8. On acceptance of the lesson time/ timetabling, fees must be paid in full in advance with no reduction for missed lessons (see also TIMETABLING OF LESSONS: PARTICIPATING SCHOOLS, MUSIC ACADEMY AND ONLINE below).
- 1.9. Joining a SMS ensemble or choir may require an audition. Students will be directed to the most appropriate group for their age and performance standard. Their place in the ensemble will be decided by the ensemble tutors. Students will be given verbal feedback and advice as part of the audition process.
- 1.10. SMS guarantees ten instrumental or vocal lessons/ ensemble sessions (including performances) per term. No refunds can be given for student absences, school cancellations or closures, and poor weather that would make it unsafe for staff and students to travel to ensemble rehearsals/ concerts or to instrumental lessons.
- 1.11. Where lessons are delivered in participating schools and a tutor has been unavailable, an additional catch-up week will be scheduled.
- 1.12. Where lessons are delivered at our Wednesday or Saturday Music Academy, a 'dep' teacher will be arranged, or we will give an alternative date for an online lesson to ensure that the full ten lessons have been delivered. If no alternative teacher or online lesson can be arranged, SMS will either apply a discount to the following terms lesson invoice or reimburse the parent/ carer for the missed lesson.
- 1.13. Instruments are not provided as part of the tuition fee.
- 1.14. For those students wishing to take music exams, please note that exam materials and exam entry costs are not included in the tuition fees.

2. RE-ENROLLMENT

- 2.1. The student will be automatically re-enrolled and invoiced for the same activity or activities term on term and year on year unless the parent/carer has cancelled their place in writing (see CANCELLATION below).

3. CANCELLATION

- 3.1. If a parent/ carer wishes to cancel their son or daughter's tuition, ensemble membership, or instrument hire they must notify SMS in writing by emailing suttonmusic@coagnus.org.uk by the following dates:
 - o **1 June** to withdraw at the end of the Summer Term
 - o **1 November** to withdraw at the end of the Autumn term
 - o **1 March** to withdraw at the end of the Spring term
- 3.2. Any outstanding fees will be payable.
- 3.3. Failure to notify SMS in writing will result in the parent/ carer being charged for 50% of the next whole term's fee. **Verbal notification to a tutor, ensemble leader, member of SMS staff or schoolteacher does not qualify as formal notice.**
- 3.4. Once lessons have started in any term, the full term's payment is due in lieu of notice for that term.
- 3.5. If a pupil withdraws part way through a term, the term's charges remain payable in full.

4. FORCE MAJEURE

- 4.1. Should the Sutton Music Service need to close due to Force Majeure, including Act of Government, adverse weather conditions or another unavoidable issue, there will be no reduction for any missed delivery.

5. TIMETABLING OF LESSONS: PARTICIPATING SCHOOLS, MUSIC ACADEMY OR ONLINE

- 5.1. Where instrumental tuition takes place at participating schools, SMS will coordinate with the school and parents to find the most appropriate available time. If lessons take place during the school day, lessons may occur on a rotating timetable. Parents should contact SMS via email at suttonmusic@coagnus.org.uk with any timetabling queries.
- 5.2. Lesson times will be emailed to the parent/ carer and displayed on relevant school noticeboards.
- 5.3. Students are responsible for ensuring that they know when their lessons are each week. SMS cannot refund or reschedule lessons that have not been attended without prior agreement. SMS may be able to rearrange an in-school peripatetic or online lesson if we are notified a minimum of **72 hours** in advance. However, it will not be possible for SMS to accommodate all timetabling requests.
- 5.4. Music tutors are not responsible for escorting students to and from lessons.

6. ENSEMBLES: MISSED SESSIONS & LATE ATTENDANCE

- 6.1. All SMS ensembles, choirs and groups rely on the commitment of the participants and tutors. Students are expected to attend rehearsals each week. If this is impossible, it is important that notice is given to the Youth Engagement Coordinator or by calling the Music Service at the earliest opportunity.
- 6.2. By joining an ensemble, students are making a commitment to play in the termly concerts. If absence is unavoidable, notification should be given to the Youth Engagement Coordinator or by calling the Music Service at the earliest opportunity. Attendance at rehearsals and concerts is carefully monitored. If attendance falls below an acceptable level, at the conductor's discretion, students may be asked not to perform in the concerts or on music tour if they are not prepared to the required standard.

7. FINANCIAL ASSISTANCE

- 7.1. Reductions may be available for students who receive Free School Meals. Please contact us via email at suttonmusic@coagnus.org.uk for more information.
- 7.2. Sutton Youth Music Supporters Association (SYMSA) bursaries are available via application for tuition at our Wednesday and Saturday Music Academies. Please contact us via email at suttonmusic@coagnus.org.uk for more information.
- 7.3. For those students in receipt of a SYMSA bursary, after a student has received two terms of tuition, they will be required to join an SMS ensemble playing the instrument that they receive lessons on at the Wednesday or Saturday Music Academy. Anyone failing to meet this requirement will have their bursary withdrawn.

8. STUDENT BEHAVIOUR

- 8.1. Students are expected to behave in a responsible manner that does not endanger themselves or others and to not touch equipment unless instructed to do so by a member of Music Service staff.
- 8.2. The use of mobile telephones during rehearsals is not permitted.
- 8.3. While incredibly rare, SMS does not tolerate bullying in any form. Students are asked to use social media responsibly and considerately. Any acts of bullying will result, if proven, in a student being asked to discontinue their SMS activities. All acts of bullying should be reported directly to the Head of Music Service for investigation.

9. LIABILITY

- 9.1. SMS does not accept liability for the loss or damage to students' instruments or personal possessions. Parents/carers should arrange appropriate insurance for these items.
- 9.2. SMS strongly recommends that all students wear appropriate hearing protection during musical activities.

10. MEDICAL & SPECIAL EDUCATIONAL NEEDS AND DISABILITIES

- 10.1. SMS wants to support all students to fulfil their musical potential and enjoy the recreational benefits of music-making. If a student has a medical condition or specific educational needs that SMS should know about, parents/ carers must inform SMS in writing via email to suttonmusic@coagnus.org.uk.
- 10.2. Parents/ carers must also inform us if there are any relevant changes to the student's medical conditions or educational needs.

11. PROGRESSION

- 11.1. Tutors and SMS will track the students' attendance and contact parents where two consecutive lessons have been missed or they have missed three lessons during a single term.
- 11.2. Tutors will also contact home to inform the parents if the student on more than two occasions appears not to have practised between lessons, or they have forgotten their instrument, sheet music and/or practice diary.

12. INSTRUMENT HIRE

- 12.1. Instruments are hired out by SMS for use in instrumental lessons in schools within the London Borough of Sutton or in SMS ensembles.
- 12.2. When collecting the instruments at our offices, identification (*proof of name and address*) must be shown, a form completed, and a fee paid. Forms of ID that are acceptable are a driving license or utility bill (*dated within the preceding three months*).
- 12.3. After the initial fee is paid, invoices will be sent out each term. A full-term hire fee will need to be paid to SMS for every term that the instrument is on hire.
- 12.4. SMS instruments are of student quality and remain the property of SMS.
- 12.5. To return an instrument, please make an appointment via email at suttonmusic@coagnus.org.uk or telephone us on 0208 323 0419 by the dates set out in 3.2 or payment for the next term will be charged. Instruments must be returned to our SMS office: Sutton Music Service, C/O Cognus Limited, 24 Denmark Road, Carshalton, Surrey, SM5 2JG. *Failure to do so will result in the parent being invoiced for another full term's hire fee.*
Instruments must not be returned to individual schools or teachers.
- 12.6. All instruments need to be treated with care by the student. The student's teacher will be able to advise on the care of the instrument. This advice should be followed and incorporated into the student's practice routine. Any of the following will result in the parent being invoiced for a brand-new instrument: *intentional damage, careless damage and loss of instrument*.
- 12.7. It is the responsibility of the parent/carer to purchase the necessary consumables and to replace them as the need arises (*e.g. rosin/strings/reeds*). If needed, please contact SMS via email at suttonmusic@coagnus.org.uk for advice.
- 12.8. All instruments must be maintained in good condition. Loss or damage of an instrument must be reported immediately to the SMS office. Repairs or replacement costs of an instrument damaged as a result of careless use will be charged in full to the hirer. **Parents should not attempt to repair the instrument as it may cause further damage and incur further costs.** SMS will not reimburse parents for any private repairs that have been undertaken without prior expressed permission to do so.
- 12.9. The instrument is not insured whilst on hire, and it is the hirer's responsibility to arrange adequate insurance for the instrument. SMS is unable to recommend insurance companies.

13. PERSONAL DATA & PRIVACY (GDPR)

- 13.1. For administration purposes, SMS will keep personal information (name, address, age, name/s of legal guardians, etc.) for the delivery of music tuition and ensemble membership. This information will be stored in accordance with our Privacy Policy that can be read at <https://suttonmusic@coagnus.org.uk/privacy-statement/>.
- 13.2. From time to time, Sutton Music Service, part of Cognus Limited, will take photographs and/or film footage of events, concerts, and lessons. The Music Service may use these images as part of displays to celebrate our musical activities and student achievements; to promote the Music Service via our website and social media; and for other publicity purposes in printed publications, such as newsletters. Student names may appear on our website and newsletters. Photographs and video footage will be stored securely and will not be kept for longer than are needed for the purposes listed above. **You can opt to decline your consent on registration or by contacting suttonmusic@coagnus.org.uk**
- 13.3. The full Cognus Limited Privacy statement can be read at <https://cognus.org.uk/privacy/>
- 13.4. As part of our Music Hub funding agreement and for administration purposes, SMS will also keep personal information (for example age, gender, name of school, and specific educational needs) which will be shared with Arts Council England for the purpose of tracking progression rates and participation.
- 13.5. The full Arts Council England Privacy statement can be read at <http://www.artscouncil.co.uk/privacy-policy>
- 13.6. Please either confirm your permission by selecting 'Yes' or decline by selecting 'No' on your online booking form