

## Oxfordshire County Music Service

### Website terms and conditions for the supply of instrumental music lessons / music ensembles and the hire of Musical Instruments

This page (together with our Oxfordshire's Privacy Policy) gives you information about us and sets out the legal terms and conditions (**Terms**) on which we provide the music lessons / music ensemble ("**Music Tuition**") and Instrument Hire listed on our website (**our Site**) for your child.

As described on our website, **Music Tuition** can be either instrumental music lessons ("**Music Lessons**") and / or attendance at a music ensemble ("**Music Ensemble**") which will be led by our music teaching staff.

These Terms will apply to the contract between us for the provision of **Music Tuition** you have chosen for your child in the **Music Tuition** enrolment form, which can be completed and submitted to us either online or in paper form. If you require the hire of an Instrument please indicate on the enrolment form which instrument is required.

The contract for **Music Tuition** will continue until it is brought to an end either by you in accordance with Clause 6 by us in accordance with Clause 2.11.

#### **If you change your mind and wish to end the Contract**

Clause 6.1 sets out your legal rights of cancellation of this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the time limits within which the right may be exercised and the procedure you need to follow.

If you wish to cancel the Contract at any time after expiry of your legal right to cancel, Clause 6.3 sets out by when you need to give us notice to bring the Contract to an end at the end of an academic term. Provided you give us notice within the relevant timescale as set out in Clause 6.3 the Contract will come to an end at the end of the academic term in which you give us notice.

Please read these Terms carefully and make sure that you understand them and your obligations before entering into a legal commitment to purchase **Music Tuition** for your child. Please note that before enrolling your child for **Music Tuition** you, as the child's parent or legal guardian, will be asked to agree to these **Terms**. If you do not accept these **Terms**, you will not be able to enrol your child for music lessons from our **Site**.

You should print a copy of these **Terms** or save them to your computer for future reference.

We may amend these **Terms** from time to time as set out in clause 5. If we make any amendments to these **Terms** we will write or email you to tell you of the changes and the date on which the changes shall take effect. We shall also update these **Terms** on our website.

These **Terms** were most recently updated on 11 May 2017 when clause 2.9 was altered to advise that ensemble charges would rise in April not September.

This **Contract** is only in the English language.

## 1. INFORMATION ABOUT US

- 1.1 We are OXFORDSHIRE COUNTY MUSIC SERVICE which is a part of Oxfordshire County Council who operates the Site.
- 1.2 Oxfordshire County Council's main office is at County Hall, New Road, Oxford, OX1 1ND.
- 1.3 **Contacting us:**
  - a) To cancel this Contract, in accordance with your legal right to do so as set out in clause 6, you just need to let us know in writing (either by email or post) that you have decided to cancel. If you use this method, we will e-mail you to confirm we have received your notice of cancellation.
  - b) If you send us a cancellation notice by e-mail or by post within 14 days from the date that your child receives their first **Music Tuition**, then your cancellation will be effective from the date your e-mail or letter is

acknowledged by us in accordance with the provisions of Condition 1.3 (a).

- c) If you send us a cancellation notice by e-mail or by post after 14 days from the date that your child receives their first **Music Tuition** then your cancellation notice will, provided it is made on or before the relevant date specified in 6.2, be effective at the end of the School term in which the notice of cancellation is received.
- d) If you wish to contact us for any other reason, including because you have any complaint, you can contact us at **Oxfordshire County Music Service, Centre for Music, Bayswater Road, Headington, Oxford, OX3 9FF** or by e-mailing us at [music.service@oxfordshire.gov.uk](mailto:music.service@oxfordshire.gov.uk)
- e) If we have to contact you or give you notice in writing, we will do so by e-mail to the address you have provided to us.

## 2. MUSIC TUITION

2.1 We will arrange:

- a) (Where you have selected instrumental music lessons for your child) the provision of 34 instrumental music lessons for your child over the academic School year. The lessons will be held periodically over each of the School terms; or
- b) (Where you have selected music ensemble for your child) the provision of a minimum 30 music ensembles for your child over the academic School year. The music ensembles will be held periodically over each of the School terms.

2.2 We shall provide suitably qualified music teaching staff (who have been vetted in respect of Oxfordshire County Council's child safeguarding procedures) to provide the appropriate **Music Tuition** at the School your child attends or at the music centre we nominate. We reserve the right to change the nominated music centre. If we do this, we will contact you to let you know of the change of venue in advance.

2.3 If the music teaching staff delivers the **Music Tuition** during the School day this may mean that your child has to leave

his / her classroom activities for the duration of the music lesson. By entering into this Contract you accept that this may occur and consent to such arrangement. Where possible, the music teachers will rotate the delivery of the **Music Tuition** to minimise the impact that regular routine absence from the same lesson each week would otherwise cause.

- 2.4 We shall make all reasonable efforts to secure continuity of the music teaching staff, but reserve the right to substitute the teaching staff in the event of staff absence due to sickness, maternity leave, teacher's resignation or other valid reason. In the event that a music teaching staff we have assigned is unavailable (for any reason) to conduct a music lesson at the School or nominated music centre and a substitute replacement cannot be arranged we shall, subject to £5 minimum refund, give you an appropriate refund at the end of the academic year in respect of any music lessons which you have paid for and we have been unable to deliver for your child. (For the avoidance of doubt, our obligation in this condition as to refund only applies in relation to music lessons and does not extend to a music ensemble).
- 2.5 We shall, having regard to your child/s age and music ability, group your child's instrumental music lesson with other children of similar age and music ability who have enrolled for instrumental music lessons / music ensembles and notify you, at the start of each academic year, the specific **Music Tuition Charges** for your child that will apply for that term and the music centre at which the **Music Tuition** will be available.
- 2.6 We reserve the right, due to a change in size of the music class group, to reduce the duration of the instrumental music lesson where an increase in **Music Tuition Charges** would otherwise occur. If this occurs we shall, where possible, give you prior notice by email.
- 2.7 If, in the reasonable opinion of our music teaching staff, we consider that your child would benefit from progressing into another group for **Music Lessons**, or there is benefit in the duration of the music lessons being extended, we shall notify you and request your agreement to meet any

consequential increase of music tuition charge that may arise as a result.

- 2.8 On the 1 April each year, we may increase the charges for the **Music Lessons** to reflect any projected annual increase in our administrative and related costs of providing the music lessons. If we exercise our right to increase the charges for music lessons we shall notify you in advance of the increase coming into effect either by email or by notice published on our website.
- 2.9 On the 1 April each year, we may increase the charges for the music ensemble to reflect any projected annual increase in our administrative and related costs of providing the music tuition in respect of the **Music Ensemble**. If we exercise our right to increase the charges for music ensemble we shall notify you in advance of the increase coming into effect either by email or by notice published on our website.
- 2.10 If your child is unable, for any reason (including, but not limited to absence on School trips or examinations) to attend the **Music Tuition** you shall remain liable for payment of the **Music Tuition Charges** unless (in our absolute discretion) we agree to waive payment. We shall only consider exercising our right of waiver if exceptional circumstances apply (example your child is unable to continue to attend **Music Tuition** due to long term illness). If these circumstances apply please contact us.
- 2.11 We reserve the right (at any time) to give immediate notice to terminate this Contract. We shall exercise our right if you fail to comply with your obligations under this Contract or if, due to your child's poor attendance, repeated or persistent failure to practice, or disruptive or anti-social behaviour, continued teaching of your child by our appointed music teacher is considered (acting reasonably) to be impossible or too disruptive for other children in the music class group. If notice of termination is given, we shall not be under any obligation to refund any **Music Tuition Charges** you have paid.

### 3. **HOW WE USE YOUR PERSONAL INFORMATION**

We shall, in the performance of our obligations under this Contract, comply with the Data Protection Act 1998 and shall only use your personal information in accordance with Oxfordshire's Privacy Policy as set out on our website.

### 4. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 4.1 Our website explains the steps you need to take to complete an enrolment form for your child to receive **Music Tuition**. Please take the time to read and check your enrolment form before submitting to us.
- 4.2 We will confirm our acceptance of your enrolment form to you by sending you an e-mail that confirms that your child has been enrolled for **Music Tuition**. We will subsequently send you an invoice at the start of each academic term detailing the specific Music Tuition Charges that will be payable by you for the **Music Tuition** for your child for that term.
- 4.3 The Contract between us will be formed when your child receives the first music lesson or attends the first music ensemble (as may be the case) and it will be from this date your rights in relation to cancellation as set out in Clause 6.1 shall commence.

### 5. **OUR RIGHT TO VARY THESE TERMS**

- 5.1 We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 5.2 We may revise these Terms from time to time to reflect the way the **Music Tuition** service operates, to reflect changes in law or for any other valid reason.
- 5.3 If we have to revise these Terms, we will contact you to tell you of the changes and, let you know how to cancel the Contract if you are not happy with the changes to the Terms before the changes take effect.

## 6. YOUR RIGHT OF CANCELLATION

- 6.1 You have a legal right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in Clause 6.2 This means that during the relevant period if you change your mind or decide for any other reason that you do not want to continue with the provision of music lessons or music ensemble for your child, you can notify us of your decision to cancel the Contract. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2 Your legal right to cancel this Contract starts from the date when your child receives their first music lesson or attends their first music ensemble (as may be the case) and ends as stated in the table below.

<b>Your Contract</b>	<b>End of the cancellation period</b>
Your Contract is for the provision of music lessons over each School term on a continuing basis.	<p>The end date for your legal right to cancel under Clause 6.2 is the end of 14 days after the day on which the first of the music lessons / music ensembles have been provided.</p> <p>Example: if we provide you with an enrolment confirmation on 1 September and your child receives their first music lesson on 10 September you may cancel at any time between 1 September and the end of the day on 24 September but you will have liability to pay for the music lesson received and any refund will be net of the cost of the music lessons received.</p>

- 6.3 If you wish to cancel this Contract at any time after expiry of the period of your legal right to cancel as set out in Clause 6.2 then you must, during the relevant academic term, give us written notice on or before the respective date(s) as set

out in column 2 of the table below. The Contract will then come to an end between us at the end of the academic term in which your notice of cancellation is received by us.

<b>To cancel the Contract at the end of the respective academic terms as set out below.</b>	<b>Notice to be given by no later than:</b>
Autumn term	31 October
Spring term	28 February
Summer term	31 May

6.4 To cancel a Contract, you need to let us know in writing that you have decided to cancel. The easiest way to do this is email us at [music.service@oxfordshire.gov.uk](mailto:music.service@oxfordshire.gov.uk) If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you can write to us at **Oxfordshire County Music Services, Centre for Music, Bayswater Road, Headington, Oxford, OX3 9FF.**

6.5 If you cancel your Contract we will:

- a) If the notice of cancellation is given during the period referred to in Clause 6.2, refund you the **Music Tuition Charges** you have paid less the costs of any music lessons / music ensembles your child has received during the 14 day cancellation period (if any).
- b) If the notice of cancellation is given in accordance with Clause 6.3, we will, if you have paid **Music Tuition Charges** for the whole of the School academic year, refund to you the **Music Tuition Charges** beyond those which you are liable for.

6.6 We will endeavour to refund any moneys to you on the credit card or debit card used by you to pay, or if payment is made

by way of direct debit, we shall make an appropriate credit transfer to the bank or building society account from which the payments have been drawn. However, if this cannot be achieved, we will send you a cheque refund.

## 7. **MUSIC TUITION CHARGES**

- 7.1 The prices of the **Music Tuition Charges** will be calculated as set out on our website.

## 8. **PAYMENT**

- 8.1 We will, at the start of each academic term, send you an invoice detailing the **Music Tuition Charges** that will apply for the provision of **Music Tuition** to your child for that term which will reflect the size of the music class group your child has been selected to attend. You must pay the invoice on receipt. All amounts due under this agreement shall be paid by you in full without any deduction.
- 8.2 You can pay for the **Music Tuition Charges** using a debit card or credit card, direct debit mandate, cheques or direct bank transfer. If a credit card is used to pay the **Music Tuition Charges** we shall impose an additional fee of 1.7% of the amount paid using the credit card to cover our additional processing administrative costs.

## 9. **EVENTS OUTSIDE OUR CONTROL**

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused due to an Event Outside Our Control. An **Event Outside Our Control** means any act or event beyond our reasonable control and includes, without limitation, strikes or other industrial action by third parties, storm, flood or other natural disaster.
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Contract:
- a) we will contact you as soon as reasonably possible to notify you and tell you what has happened and whether we are able to put in place alternative arrangements; and

- b) if, due to the Event Outside our Control, we are unable to put in place alternative arrangements for the provision of continued **Music Tuition** our obligations under the Contract will be suspended.

## 10. OTHER IMPORTANT TERMS

- 10.1 This Contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 10.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 If you have complaint regarding the provision of **Music Tuition** for your child under this Contract, please contact us and we shall deal with the complaint in accordance with Oxfordshire's Complaint Policy as published on our website.
- 10.5 Please note that these Terms are governed by English law. This means a Contract for the purchase **Music Tuition** through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

## Appendix 1

### Instrument Hire

These supplementary terms apply to the hire of any **Instrument** you have selected in the enrolment form and set out your obligations in respect of the **Instrument** during the rental period.

#### 1. INSTRUMENT HIRE

We shall, subject to the terms of this agreement, hire the **Instrument** you have specified in your application form for tuition.

#### 2. RENTAL PERIOD

The rental period for the hire of the **Instrument** will start on the commencement of the **Music Tuition** and shall continue unless this agreement or the Music Tuition agreement between us is terminated earlier in accordance with its terms.

#### 3. INSTRUMENT RENTAL PAYMENTS

- a. You shall pay the **Instrument Hire Charges** for the hired Instrument to us in accordance with the **Instrument Hire Charges** as set out on our website.
- b. We shall at the start of each academic School term send you an invoice detailing the **Instrument Hire Charges** that will apply for the hire of the **Instrument** for that term. You must pay the invoice on receipt.
- c. We may, on the 1 April each year, increase the **Instrument Hire Charges** to reflect any increase in our projected annual administrative and related costs of providing the hired **Instrument**. If we exercise our right to increase the charges, we shall notify you in advance of the increase coming into effect.

- d. All amounts due under this agreement shall be paid in full without any deduction.

#### 4. DELIVERY OF THE INSTRUMENT

- a. We shall deliver the **Instrument** to the School or music centre at which your child is to receive **Music Tuition**.

#### 5. TITLE, AND RISK

- a. The **Instrument** shall at all times remain our property, and you shall have no right, title or interest in or to the **Instrument** (save the right to possession and use of the Instrument subject to the terms and conditions of this agreement)
- b. The risk of loss, theft, damage or destruction of the Instrument shall pass to you on delivery. The Instrument shall remain at your sole risk during the Rental Period until such time as the Equipment is returned to us. During the Rental Period you should consider maintaining insurance to a value not less than the Instrument's full replacement value, against the risk of loss, damage, theft or accident.
- c. You must give us notice (as soon as practicable) in the event that any loss, accident, theft or damage to the **Instrument** occurs whilst it is in your possession or use.

#### 6. YOUR OBLIGATIONS

- a. You shall, during the term of this agreement:
  - i. ensure that the **Instrument** is used only for the purposes for which it is intended and must keep the **Instrument** in the same condition as it was on the commencement date of the Rental Period (including replacement of strings, rosin, reeds and cork grease, as may be appropriate);
  - ii. not attempt or undertake any repairs to the **Instrument** but you must (as soon as practicable) notify us of the damage to the **Instrument** so that we can assess the extent of the damage and take specialist advice (if necessary) as to the repair required. We may, depending

on the extent of the repairs, require you to return the **Instrument** to us to enable the repairs (at your cost) to be undertaken.

- iii. not sell the **Instrument**; nor do any act or thing which will or may jeopardise our title in the **Instrument**;
  - iv. take appropriate care of the **Instrument** when in transit and ensure that the Instrument is not left unattended at any time; and
  - v. deliver up the **Instrument** at the end of the Rental Period or on earlier termination of this agreement to your child's music teacher at the School or nominated music centre or as we otherwise may direct.
- b. If the **Instrument** is damaged during the Rental Period, you agree to pay to us, on demand, the full costs of any repairs we are required to make to repair the Instrument or, in the event of total loss of the Instrument or your failure to return the Instrument at the end of the Rental Period, our costs of obtaining a replacement Instrument.

## 7. TERMINATION

- a. We may terminate this agreement with immediate effect by giving written notice to you if you breach the terms of this Instrument Hire Agreement or upon termination of the **Music Tuition** agreement:

## 8. CONSEQUENCES OF TERMINATION

- a. Upon termination of this agreement, you must return the **Instrument** in accordance with the terms of this Instrument Hire Agreement. If there is an undue delay in the return of the Instrument, we reserve the right to recover from you a sum equivalent to the continued Instrument Hire Charges for each day that the Instrument is not returned to us in accordance with your obligations.

- b. Termination or expiry of this agreement shall be without prejudice to our rights under Clause 6 (b) and 8 (a), nor shall it affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

## 9. OTHER IMPORTANT TERMS

- 9.1 This Contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.2 Each of the paragraphs of this **Instrument Hire Agreement** operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.3 If we fail to insist that you perform any of your obligations under this **Instrument Hire Agreement**, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.