

Special Terms and Conditions – ArtForms Music Service

Commencement for the provision of Services is from the beginning of the Academic Year, or other times by arrangement.

The period for which the provision of Services will be delivered is until the end of the Academic Year, or other period by arrangement.

1. General

1.1 Glossary

“Academic Year” means the period of the year during which students attend school reckoned from the beginning of the autumn term to the end of the summer term.

“ArtForms Music” means the Service Provider’s Music Service.

“Booking” means a booking for the Service provided by us to you.

“Enhanced DBS Check” means a complete criminal history check, and is a mandatory screening process for positions involving work with children and vulnerable adults, to ensure that anyone who presents a known risk to vulnerable groups is prevented from working with them.

“Head of Music” means the member of staff who heads up ArtForms Music; this is currently Paula Brookes, who can be contacted on paula.brookes@leeds.gov.uk or 0113 3782850

“National Curriculum Teaching” means teaching provided by qualified teachers who deliver the full breadth of the National Curriculum in music.

“Whole Class Instrumental Tuition” means instrumental tuition provided to a class as part of the normal curriculum provision to that class, on a weekly basis within the usual school day.

2. Making a Booking

2.1. All Bookings are subject to our acceptance and availability. We reserve the right to decline any Bookings at our discretion. It is your responsibility to check that all details on the Booking is correct and any errors in the Booking must be brought to our attention within 14 days of receipt of the Booking confirmation. Bookings are made via Leeds for Learning, or may be made directly with the service. Current prices are included in the Catalogue of Services and are shown on Leeds for Learning.

2.2 Where a Booking has been made for the whole of an Academic Year, ArtForms Music will undertake to deliver a minimum of 36 visits in a school year. If you cancel a visit or are closed for any reason on the usual day of delivery this will still count as one of the 36 guaranteed weeks and ArtForms and its staff are not obliged to make up that session. Should ArtForms cancel a visit then a replacement session or alternative will be provided to ensure 36 visits are still delivered in the year.

2.3 In the case of sickness absence by a member of ArtForms staff, or other unforeseen absences at short notice, it may not be possible for us to provide same day cover, in which case a range of alternative times or days may be offered. If you choose not to accept an appropriate alternative the visit will still count as having been delivered.

Special Terms and Conditions – ArtForms Music Service

2.4 If by the end of the Academic Year delivery has fallen short of the guaranteed 36 visits (reasons for which are not due to circumstances set out in Clause 2.2 above) ArtForms will make a refund equivalent to the value of the number of sessions missed.

2.5 A suitable day and time for delivery will be agreed by the ArtForms staff member prior to delivery commencing. It may not be possible to reschedule this within the school year.

2.6 For Whole Class instrumental Tuition and National Curriculum Teaching, you must ensure that a supporting adult is present in all lessons, to participate and support the ArtForms teacher as appropriate.

2.7 You must provide appropriate data and information about pupils promptly when requested by ArtForms ensuring that the Data Protection Legislation is adhered to as set out in the Overarching Terms and Conditions.

2.8 You must provide suitable accommodation for lessons.

2.9 If you wish to pass on costs of provision to parents you are bound by the Charges for Music Tuition (England) Regulations 2007

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/706830/Charging_for_school_activities.pdf

2.10 For very large group events, you must ensure an appropriate ratio of supporting adults to children (minimum 1:30) and be responsible for behaviour management

2.11 ArtForms retains the option of withdrawing service from a school if these conditions are not implemented.

3. Quality Assurance

3.1 All ArtForms staff are rigorously quality assured, and their teaching is observed by an ArtForms manager annually. In case of complaint a school should contact the Head of Music who will respond promptly.

3.2 All staff acting on behalf of ArtForms have appropriate training and will hold an appropriate Enhanced DBS Check.

3.3 If you require to terminate all or part of this Contract before the end of the Academic Year you must give a minimum of one full term's notice by contacting the Head of Music.