

Lincolnshire Music Service Instrument Lesson and Instrument Hire Terms and Conditions

This Agreement sets out the legal terms and conditions on which we, Lincolnshire County Council ("**LCC**") through our in-house team the Lincolnshire Music Service ("**LMS**"), provide music lessons and instrument hire. LMS will work with schools in Lincolnshire, and parents/legal guardians/carers to facilitate this Agreement.

In requesting a music lesson and hiring instruments from LMS, you agree to be bound by these terms and conditions.

Defined terms:

Academic Term	means either Autumn, Spring or Summer school terms as governed by Lincolnshire County Council school term dates https://www.lincolnshire.gov.uk/school-attendance/school-term-times
Agreement	means these terms and conditions between Lincolnshire County Council (acting as the Lincolnshire Music Service) and You
Data Protection Legislation	means (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy
Fees	means the fees payable for the Services as set out in this Agreement
Instrument	means any instrument loaned to You under this Agreement (the list of instruments available is contained on the LMS website at https://www.lincsmusicservice.org/learning-an-instrument/instruments/instrument-purchase-and-hire). The term instrument includes the instrument's case and all accompanying equipment therein e.g. bow, sling etc

Lesson	means an instrument tuition lesson
Lesson Request	means a request for Lessons made via the process at clause 1 of Part A of this Agreement
Looked After Child	means a child needing to be looked after within the meaning of Section 22 of the Children Act 1989
Services	means the provision of Lessons, which will include Instrument hire if requested by You
SpeedAdmin	means LMS' portal, provided by SpeedAdmin Aps, through which Lesson Requests are made and invoices are issued to You
Student	means a student receiving the Services under this Agreement
Tutor	means a member of staff or third party contractor who delivers the Lessons to the Student, who is Disclosure and Barring Service cleared
Working Day	means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London
You	means the person making the request for the Services and agreeing to be bound by the terms of this Agreement

PART A - INSTRUMENT TUITION LESSONS

(1) Lessons Application Process

- a. A Lesson Request is for a Student to receive Lessons for each Academic Term until You request the Lessons to stop in accordance with clause 7 of this Part A.

- b. Once a Lesson Request has been approved in accordance with this clause 1, the Student will receive the following amount of Lessons during each Academic Term, subject to provisions of this Agreement in relation to cancellation, missing and re-scheduling of Lessons:
 - autumn term – 11 Lessons
 - spring term - 11 Lessons
 - summer term – 12 Lessons

- c. The process to apply for Lessons is as follows:
 - i. You make the Lesson Request through SpeedAdmin via this link <https://uklincsmusicservice.speedadmin.dk/registration#/>
 - ii. When a Tutor has been assigned, LMS will notify You and provide You with login details for the SpeedAdmin portal.

- iii. When a tutor is available, LMS also notifies the Tutor of a new student. If no tutor is immediately available, LMS will notify You that the Student has been placed on a waiting list.
- iv. Lessons will commence when the Tutor has timetabled the first session.

(2) The Lessons

- a. LMS shall:
 - i. provide suitable Tutors to deliver the Lessons.
 - ii. provide Lessons (unless other arrangements have been made on an individual basis) taking place in any, or a mixture, of:
 - the Students' school;
 - an LMS approved teaching base; and/or
 - virtual Lessons via an approved LCC delivery method.
- b. You shall:
 - i. ensure that the Student arrives, or logs on, for each Lesson promptly at the time and date at which any Lessons have been scheduled;
 - ii. ensure that the Student arrives with all suitable equipment and instruments reasonably required to undertake the Lesson;
 - iii. ensure that the Student acts and behaves in a reasonable manner during the Lesson
 - iv. where You have agreed to virtual Lessons being provided, and such virtual Lessons will be provided where the Student is somewhere other than at the Student's school, ensure the Student has suitable IT equipment and a sufficient internet connection to enable such virtual Lessons to take place.

(3) Payment

- a. The Fees for Lessons shall be as follows:

Code	Lesson Duration	Fees Per Lesson	Termly Fees (11 and 12 weeks)
I15	Individual Lesson 15 Minutes	£9.20	£101.20/£110.40
I20	Individual Lesson 20 Minutes	£12.26	£134.86/£147.12
I30	Individual Lesson 30 Minutes	£18.40	£202.40/£220.80

Such Fees may be amended by LMS from time to time and LMS shall notify You of any such change to the level of Fees.

- b. You will be invoiced for the Lessons via SpeedAdmin portal. It is your responsibility to access the SpeedAdmin portal to access such invoices.
- c. Lessons are invoiced on or before the beginning of each Academic Term.
- d. You must pay the invoice in full **before** Lessons commence during the relevant Academic Term, via the LCC payment portal.

- e. Failure to access the SpeedAdmin portal to access invoices shall not constitute a waiver for prompt payment of the Fees.
- f. If payment has not been received by LMS before the first scheduled Lesson of the Academic Term, Lessons will not commence.
- g. If payment is received after the date on which the first Lesson of the Academic Term was due to take place, as soon as payment is received LMS will use reasonable endeavours to commence the Lessons as quickly as possible and, where possible, aim to complete the full amount of Lessons within the Academic Term. If the full amount of Lessons is unable to be provided within the remainder of the Academic Term following receipt of payment, You can request a refund for undelivered Lessons in accordance with clause 3(i) below.
- h. Fees are payable in full until the end of the Academic Term in which a notice to end the Agreement has been given, subject to notice being given by the applicable mid-year adjustment deadline pursuant to clause 7(d).
- i. LMS will only grant refunds where LMS cannot supply a Lesson. Any such refund must be requested by You by email to musicservice@lincolnshire.gov.uk. If Your refund request is accepted by LMS, it will be paid to You after the end of the relevant Academic Term to which the refund relates.
- j. LMS will not grant refunds if a Student is absent from, or late for, Lessons for any reason. A Tutor may attempt to provide make-up sessions for Lessons missed however LMS does guarantee make-up sessions will be available.

(4) The Student missing a Lesson

- a. It is not the responsibility of the Tutor to ensure the Student attends Lessons, however the Tutor will make every effort to encourage good attendance.
- b. You must notify the Tutor of Student absence, due to illness or other commitment or otherwise, as early as is practicably possible.
- c. If You know the Student will be absent from a Lesson due to another commitment, please inform LMS no later than 4 weeks before the date of the Lesson so that LMS can cancel the Lesson.
- d. Notice as required under clauses 4(b) and (c) can be given either by notifying the Tutor directly by email, or by emailing musicservice@lincolnshire.gov.uk, or by cancelling a specific Lesson via the SpeedAdmin portal.
- e. Refunds will not be given for non-attendance of the Student for any reason (this includes but is not limited to school trips, illness or forgetfulness) unless 4 weeks' notice has been given in accordance with clause 4(c) above.

- f. Where You agree to Lessons being delivered virtually, if the Lesson cannot go ahead due to technical issues caused either by Your IT equipment or Your internet connection, the Lesson will be rearranged by the Tutor where possible. If the Lesson is rearranged and the same issues arise again, LMS will only allow the Lesson to be rearranged one further time. If the same problem persists in the final rearranged Lesson or the Lesson is unable to be rearranged on any occasion, the Lesson will be considered to have been missed by the Student and no refund will be given.

(5) Cancellation of a Lesson(s) by LMS

- a. If:
- i. the Tutor is absent due to sickness; or
 - ii. the Student's school in which a Lesson is due to take place has given LMS at least four (4) weeks' notice before the date of the scheduled Lesson, of lack of availability or resource at the school so that the Lesson cannot go ahead as scheduled,
- LMS will inform the Student, and You via the SpeedAdmin portal, and if no cover tutor is available for the Lesson and no make-up Lesson is able to be provided during the remainder of the Academic Term, You will be entitled to a refund for this Lesson, which must be requested in accordance with clause 3(i) above.
- b. In the event that LMS cannot provide a Lesson/Lessons due to the lack of availability or resource at the Student's school and LMS has not been provided the requisite notice provided for in clause 5(a)(ii) above, LMS shall not be responsible or liable to You for a refund of the Fees associated with such Lesson(s). LMS shall use reasonable endeavours to rearrange timetables to accommodate the requirements of the Student and their school. This could be by offering a Lesson using one of the other delivery methods for Lessons set out in clause 2(a) of Part A of this Agreement.
- c. Where a Lesson is scheduled be delivered at a LMS approved teaching base and LMS cannot provide a Lesson due to the lack of availability or resource at the teaching base, if the Lesson cannot be rescheduled or delivered by alternative means You will be entitled to a refund for that Lesson, which must be requested in accordance with clause 3(i) above.
- d. If LMS need to cancel a Lesson for any other reason not covered in the other provisions of this Agreement, and no make-up Lesson is available, LMS will inform the Student, and You via the SpeedAdmin portal, and You will be entitled to a refund for this Lesson, which must be requested in accordance with clause 3(i) above.

(6) Changing Lesson duration

- a. If You want to change the duration of Lessons:
- i. This can only be made by the mid-term adjustment deadlines throughout the year, please see clause 7(d) below.

- ii. You can do so by deregistering tuition from one 'course' within Your SpeedAdmin account via the portal, following the process at clause 7 below and applying for tuition on an alternative 'course' with a different duration, following the process at clause 1 of Part A of this Agreement above.
- iii. Any change to Lesson duration shall apply from the next Academic Term onwards and the Fees shall be adjusted in accordance with clause 3(a) accordingly.

(7) Discontinuing with Lessons

- a. You may not stop Lessons unless notice is provided to LMS by the relevant mid-year adjustment deadline dates on LMS' website <https://www.lincsmusicservice.org/learning-an-instrument/individual-small-group-tuition>. Such dates may be updated on the website from time to time.
- b. Such notice under clause 7(a) shall be provided using the following process:
 - i. Log in to Your account on SpeedAdmin; and
 - ii. Select the Student and the course, and select "deregister". This will notify LMS of the intention to cancel lessons at the end of the current Academic Term.

Any request to discontinue Lessons which does not follow the process in this Clause 7(b), including but not limited to a direct request to discontinue Lessons to a Tutor, shall not constitute valid notice of discontinuation of Lessons.

- c. If notice to discontinue Lessons has not been received by the mid-year adjustment date referred to above, the Lessons will automatically re-register for the following Academic Term and an invoice created and You will be liable to pay that invoice in accordance with this Agreement. For the avoidance of doubt, if the failure to notify by the mid-year adjustment deadline is during the summer Academic Term then automatic re-registration would be for the autumn Academic Term of the next academic year. This is unless the Student is in Year 13 in the summer Academic Term in which case there will be an automatic de-registration.
- d. Subject to clause 7(e) and (f) below, if a Student withdraws from Lessons during any Academic Term, no refunds will be given in relation to Fees relating to Lessons requested for that Academic Term.
- e. If the Student transfers to another school in Lincolnshire, LMS shall use reasonable endeavours to attempt to continue Lessons at the Student's new school. If this is not possible, You will be entitled to a pro-rata refund of the Fees for the undelivered Lessons at the end of the Academic Term in which the Student transfers. You must request the refund in accordance with the process at clause 3(i) above.
- f. If the Student transfers to a school outside of Lincolnshire, You are obliged to give at least 4 weeks' written notice. At the point the Student leaves the Lincolnshire school LMS will cancel any remaining scheduled Lessons and You will be entitled

to a pro-rata refund of the Fees of scheduled Lessons not delivered at the end of the Academic Term in which the student transfers. You must request the refund in accordance with the process at clause 3(i) above.

PART B - INSTRUMENT HIRE

(1) Hiring an Instrument and Payment

- a. If You wish to hire an Instrument, You shall make such requests for Instrument hire via the SpeedAdmin portal.
- b. Upon receipt of a request in accordance with clause 1(a) of this Part B, LMS shall ensure that the Instrument is an instrument as set out at LMS' website at <https://www.lincsmusicservice.org/learning-an-instrument/instruments/instrument-purchase-and-hire> and that such Instrument is available for hire.
- c. In the event that the Instrument is not available for hire, LMS shall notify You of the same within a reasonable time period.
- d. If the Instrument is available for hire, LMS shall confirm such availability and provide an invoice through the SpeedAdmin portal for the Fees for the hire of the Instrument in question, in accordance with clause 2 of this Part 2 below.
- e. Following receipt of payment of the Fees, LMS shall arrange delivery of the Instrument to the Student in accordance with this Agreement.
- f. The Instrument shall be hired to the Student for the period in which Lessons are provided or earlier termination of this Agreement.

(2) Fees

- a. The Fees for the hire of each instrument is £17.50 per Academic Term. This excludes the cost of consumables, for example reeds etc, which shall be paid for and provided by You.
- b. The Fees for each Academic Term are payable in full and no reduced payment will be offered for hire that commences part-way through an Academic Term.
- c. You will be invoiced upon the approval of the request for hire of the Instrument and then on or before the beginning of each Academic Term which the Instrument is so hired, via SpeedAdmin portal. It is your responsibility to access the SpeedAdmin portal to view such invoices.
- d. You must pay any invoice issued to You in relation to the hire of the Instrument, within 30 days of the date of the invoice in full via the LCC portal. Failure to access the SpeedAdmin Portal to access invoices shall not constitute a waiver for payment of the Fees in accordance with this Agreement.

(3) Delivery of Instrument

- a. Following receipt of initial payment of the Fees, LMS shall deliver the Instrument to the Student's school or the location where the Student receives Lessons. In the event of any restrictions on this caused by the COVID-19 pandemic, delivery of an Instrument may be direct to the Student's house, whilst maintaining compliance with all Government issued guidance.
- b. For the avoidance of doubt, LMS shall not be liable to deliver the Instrument until the initial payment of the Fees has been received.

(4) Title and Risk

- a. The Instrument shall at all times remain property of LCC and neither You nor the Student shall have any proprietary right or interest in the title of the Instrument. Nothing in this Agreement purports to confer any proprietary rights in relation to the Instrument to You or the Student.
- b. Upon delivery of the Instrument to the agreed location, pursuant to clause 3 of this Part B, the risk in the Instrument passes to You and You must ensure the Instrument is kept safe and in Your/the Student's possession during the period of hire.
- c. You must notify LMS immediately in the event of any loss, accident, theft or damage to the Instrument and comply with any requests from LMS in respect of such incident thereafter.
- d. You must not attempt to undertake any repairs to the Instrument either yourself or through a third party. Please notify the Tutor of any damage to the Instrument as soon as practicably possible and hand the Instrument to the Tutor, so that it can be assessed and LMS can send it for repair. Subject to clause 4(e) of this Part B, the Tutor will provide a replacement as soon as is practicably possible.
- e. LMS reserve the right not to provide a replacement instrument to the Student based on the Student's past use of the Instrument or any previous instrument provided by LMS. Where LMS exercises this right, it is Your responsibility (at Your own cost) to source a replacement instrument for the Student to use in any scheduled Lessons.
- f. If during the period of hire the Instrument is:
 - i. damaged, either through lack of maintenance or through using the Instrument for anything other than the intended purpose of playing music, You will be liable for the cost of repair to the Instrument or, where the Instrument is beyond reasonable repair, 50% of the cost of a replacement; or
 - ii. lost, You will be liable for the full cost of a replacement; or

- iii. stolen, and LMS cannot claim on its insurance as a result of any act or omission by You or the Student, You will be liable for the full cost of a replacement.
 - g. At the end of the Instrument hire period, the Instrument shall be returned directly to the Tutor during the last Lesson, or returned to LMS Headquarters, at a mutually agreeable time.
 - h. If, at the end of the Instrument hire period:
 - i. the Instrument is not returned, LMS will invoice You for the replacement value of the Instrument. LMS may agree to accept the provision of a replacement instrument of an equivalent standard to that which was hired in lieu of payment for a replacement but it is at LMS' complete discretion as to whether it accepts such replacement instrument ;or
 - ii. the Instrument is returned in a condition which is beyond reasonable repair (where such damage in LMS' reasonable opinion has been caused other than by fair wear and tear) then LMS will invoice You for 50% of the cost of a replacement Instrument. Any decision by LMS as to the condition of the Instrument shall be final and conclusive.
- Any such invoice issued by LMS in accordance with this clause 4(h) shall be payable by You within 30 days of the issue of the invoice, without set off, counterclaim or deduction.
- i. Failure to pay any monies to LMS in relation to the repair or loss of an Instrument shall become payable as a debt. LMS may set-off any such outstanding amount against any refund which LMS are liable to pay You under this or any other agreement in relation to the hire of Instrument.

(5) Your Obligations

- a. During the period of hire of the Instrument, You shall and ensure that the Student shall:
 - i. use the Instrument only for the purpose of playing music in a safe manner and in accordance with LMS, Tutor instructions and good practice, both during Lessons and outside of Lessons;
 - ii. keep the Instrument in the same condition as it was provided to You at the beginning of the hire period;
 - iii. keep and store the Instrument in a safe and clean manner, in accordance with good practice for the type of Instrument;
 - iv. ensure that the Instrument is maintained in accordance with good practice for the type of Instrument;
 - v. ensure that the Instrument is kept in a good state of repair at all times;
 - vi. ensure that any consumables used with the Instrument are of a compatible nature with the Instrument and of a good quality;
 - vii. not do anything so as to void the LMS' insurance of the Instrument;
 - viii. not sell, lend or dispose of the Instrument or allow anyone other than the Student to use the Instrument in any way whatsoever;

- ix. not do anything else which will or may jeopardise LCC's title in the Instrument;
 - x. comply with any further instructions LMS or the Tutor issue to You or the Student in respect of the use, maintenance, storage and/or return of the Instrument; and
 - xi. return the Instrument upon discontinuation of the Lessons or earlier termination of this Agreement.
- b. You will be liable for the acts and omissions of the Student in respect of the Instrument under this Agreement as if they were Your own.

PART C - DISCOUNT ON FEES

- a. Discounts are available on the Fees in relation to the provision of Lesson and/or Instruments for those Students who are eligible for free school meals or who are are classed as a Looked after Child:
- i. A Student who is eligible for free school meals is entitled to a 50% reduction on Fees for Lessons and a 100% reduction on Fees for Instrument hire.
 - ii. A Looked after Child is eligible to receive a 100% reduction on Fees for both Lessons and Instrument hire.
- b. In the event that the Student is eligible for a discount in the Fees in accordance with clause (a) of this Part C and You wish to request such reduction of the Fees, You shall notify LMS of the same during when making a Lesson Request.
- c. Upon allocation of a Tutor, You shall provide LMS with evidence of the Student's eligibility for the discount claimed. You can either provide such evidence direct to LMS or You can request that LMS liaise with the Student's school who can also confirm the Student's eligibility.
- d. Notwithstanding anything else in this Agreement, following LMS' approval of the discount of Fees, the Fees as set out at clause 3(a) of Part A and clause 2(a) of Part C shall be discounted accordingly and an invoice issued to You via the SpeedAdmin portal in the manner prescribed in this Agreement.
- e. If Your circumstances change and the Student either becomes eligible or ceases to be eligible for a reduction in the Fees pursuant to the criteria at clause (a) above, You shall notify LMS as soon as possible following such change in circumstances occurring. Upon receipt by LMS of the requisite evidence to support Your notification of a change in circumstances, the Fees shall be adjusted accordingly for the next Academic Term, subject to You not having served notice to stop Lessons by the relevant date pursuant to clause 7 of Part A of this Agreement. If the Student ceases to become eligible for full or part discount and You fail to notify LMS, upon LMS becoming aware they may elect to charge You for any discount illegitimately claimed.

PART D - GENERAL

- a. LMS may terminate this Agreement at any time by the giving of 1 month's notice in writing to You. If this Agreement is terminated, You shall arrange for the safe return of any hired Instrument in accordance with LMS's required timescales and instructions.
- b. Upon such termination in accordance with clause (a) above, You will be entitled to a pro-rata refund for Fees paid for the Academic Term for scheduled Lessons not delivered and the remaining period of Instrument hire, where an Instrument has been hired, from the date of return of the Instrument. You must request the refund in accordance with the process at clause 3(i) of Part A to this Agreement.
- c. LMS may amend the terms of this Agreement from time to time by giving You notice in writing no later than 2 weeks before the changes come into effect.
- d. LMS will only use the information You provide for the purpose of processing your request for Lessons and Instrument hire and providing the same. LMS shall comply with all Data Protection Legislation in processing your personal data.
- e. If You want further information about how we process your personal information, please see our privacy notice at <https://www.lincsmusicservice.org/privacy-policy>.
- f. If You wish to make a complaint about any part of the Services, please email musicservice@lincolnshire.gov.uk in the first instance.
- g. The failure by either party to enforce at any time or for any period one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- h. Each party acknowledges that upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly repeated or referred to in this Agreement.
- i. You warrant and agree that all information You provide to LMS (either directly or via the SpeedAdmin portal) under this Agreement is accurate and true.
- j. This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Court.

Contacting Us

Address: Lincolnshire Music Service, Myle Cross Centre, Macaulay Drive, St Giles, Lincoln, LN2 4EL.

Email: musicservice@lincolnshire.gov.uk

Telephone: 01522 552818

Website: www.lincsmusicservice.org