

Terms & Conditions 2011/12

Please read before applying for musical services

1. Definitions

- 1.1 "WYM" means Worcestershire Youth Music and "we" means WYM.
- 1.2 "Services" means the services to be provided by WYM to the Customer as requested on the Application Form and as invoiced.
- 1.3 "Customer" means the parent or guardian of the child who is receiving tuition, hiring an instrument or participating in an Ensemble.
- 1.4 "Application Form" means the application form for Services completed by the Customer for tuition, hiring an instrument or participating in an Ensemble as appropriate.

2. General

- 2.1 These terms and conditions shall apply to the relationship between WYM and the Customer.
- 2.2 Any purchase by the Customer of Services is conditional upon acceptance by the Customer of these terms and conditions.
- 2.3 Invoices are issued at the beginning of each term or on the commencement of an activity. Payment terms are fourteen days from the date of the invoice.
- 2.4 If payment is not received by the due date, WYM reserves the right:
 - 2.4.1 to impose a surcharge of £5 in respect of each outstanding invoice;
 - 2.4.1 not to deliver the Service requested;
 - 2.4.2 WYM reserves the right to commence legal proceedings to recover any outstanding payments due (including any surcharge imposed and the cost of recovering any instrument (where applicable) which may result in additional legal costs.
- 2.5 Payments can be made online at https://www.worcestershire.gov.uk/wcclive/webpay_public/webpay/default.aspx by either debit or credit card. Payment can also be made by cheque or postal order made payable to Worcestershire County Council. Cash payments can be made in person at our office in Lower Broadheath - please contact us in advance to arrange this.
- 2.6 The fee for participation in a Central music ensemble shall be fixed for an academic year and shall be invoiced in three equal instalments. We shall give not less than 30 days' notice of any increase in fees for tuition, instrument hire or area music centre ensembles.
- 2.7 WYM must be advised of any changes to your contact details as set out on the Application Form.
- 2.8 Our office is open from 8.30am to 5pm Monday to Friday during term time and 9am to 1pm during school holidays. The office will be closed from 6-24th August 2012 inclusive. We close at weekends and on Bank Holidays. If we are unable to answer your call personally, a message service is available.
- 2.9 If for any reason you need to alter the way in which you use our service, or are unhappy with the service provided, please contact our office directly.
- 2.10 1998 Data Protection Act: The information you supply will be held on a computer database that will be used by WCC and no other party without your prior written consent. By requesting Services the Customer agrees that WCC is entitled to process and retain the data contained within the Application Form for administrative and related purposes in order to enable WYM to provide the services and meet its statutory requirements.

3. Area Music Centre Lessons

- 3.1 The teaching calendar is 30 weeks for lessons provided at an Area Music Centre. The teaching calendar is split into three terms which may be of unequal length if necessary.
- 3.2 New pupils start lessons at the beginning of a term, or after a half term break.
- 3.3 WYM highlights to parents and pupils that a commitment to regular practice is essential in order to make progress. WYM teachers will use the WYM Student Practice Diary to record practice requirements. The WYM Student Practice Diary (which is provided free of charge to all WYM pupils) is used to track pupil progress. This book is also used by WYM teachers to record objectives for pupils and to communicate directly with parents. Assessment grades for effort and achievement will be recorded each term.

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- 3.4 WYM will provide every WYM pupil with an Annual Progress Report.
- 3.5 If a pupil is unable to attend lessons at an Area Music Centre for a 3-week period or longer due to illness, we can credit your account for the following term, providing we receive notification of this situation at the time of absence.
- 3.6 Teacher absence - if lesson/s are missed then a credit will be applied to your account.
- 3.7 In the case of long-term teacher absence (two weeks or more), we will endeavour to find a replacement.
- 3.8 Unfortunately lessons that are not delivered due to severe weather, or unforeseen venue closure will not be credited.
- 3.9 If you wish to cancel AMC Lessons not less than half a term's notice is required. A completed cancellation form (available on our website) needs to be returned to the WYM office. Refunds will not be granted where inadequate notice has been given.

4. Instrument Hire

- 4.1 Instruments will not be released until payment for the first term's hire has been received.
- 4.2 Each time an instrument is issued from our store it will be in good playing order. It is the Customer's responsibility to take good care of the instrument and return it to WYM at the end of the hire period.
- 4.3 Instruments requested will be delivered to the pupil's school and will be marked with the pupil's name and the WYM identification mark.
- 4.4 WYM deliver or collect instruments from schools. It is the Customer's responsibility to inform WYM that an instrument is available for collection by WYM as soon as possible in order to prevent over-charging.
- 4.5 Shoulder rests, replacement reeds and strings, and other accessories and expendables are not included in the hire fee.
- 4.6 Instruments hired from Worcestershire Youth Music remain the property of Worcestershire Youth Music, and ownership cannot be sold or transferred by the hirer.
- 4.7 The hirer is responsible for the safe keeping of the instrument.
- 4.8 WYM insures the instruments so that they are protected at school, home or in transit against loss, theft and accidental damage.
- 4.9 If an instrument hired from us is lost or stolen or damaged, you must notify us in writing within ten days. Failure to meet this deadline will mean that the insurance provided is invalid and the total cost of replacement or repair will be payable by the Customer.
- 4.10 In cases of accidental loss, damage, or damage due to normal wear and tear, a replacement instrument will be provided wherever possible. If we cannot for any reason supply a replacement, then WYM will refund hire fees on a pro-rata basis.
- 4.11 WYM shall be responsible for routine repair and maintenance of instruments. Refunds will not be made to Customers who make their own arrangements for repairing Worcestershire Youth Music instruments.
- 4.12 If the Customer wishes to cancel instrument hire a period of notice of 30 days is required. A completed cancellation form (available on our website) must be returned to the WYM office within this period. Refunds will not be granted where inadequate notice has been given.
- 4.13 The Customer is liable for the full purchase cost of the instrument should debtor accounts fall into arrears.

5. Ensemble Membership

- 5.1 Withdrawal from a Central Ensemble before the end of the academic year is only permitted in exceptional circumstances and with the written permission of WYM Deputy Head (Performance). On these occasions subscriptions already paid are non returnable. A completed cancellation form needs to be returned to the Worcestershire Youth Music office for consideration.
- 5.2 New starters at an Area Music Centre may undertake a two week trial period at the beginning of term or after half term; if continuing after this period the fee will be adjusted pro-rata and either the full term or half term fee will apply.