



Wandsworth Music
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Registered Charity No: 1186662

TERMS & CONDITIONS

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**ARTS COUNCIL
ENGLAND**



Wandsworth Music – Service Level Agreement, terms & conditions

This section contains a general overview of our terms and conditions. The purpose of the SLA is to clarify the responsibilities of the school and Wandsworth Music (WM) and to establish the terms and conditions under which the service and various programmes are delivered. Please refer to the appendix for programme specific details.

SLA Overview

1. This agreement is made between the school and Wandsworth Music (WM). It is not made with any individual music tutor engaged by WM.
2. The purpose of this agreement is to regulate dealings between parties by setting out obligations relating to performance and payment for services.
3. More detailed terms and requirements for specific programmes are contained in the appendix.

Wandsworth Music commitments & responsibilities

WM will promote high quality teaching and learning. We ensure quality and accountability in the following ways:

1. All WM staff are:
 - a. Appropriately qualified musicians and music educators and undergo rigorous pre-employment checks, including:
 - i. interview and audition
 - ii. enhanced DBS Check
 - iii. asylum and immigration (right to work)
 - iv. identity checks
 - v. references
 - b. Supported and developed through a continuous programme of performance management and bespoke professional development.
 - c. Kept up to date with regular safeguarding training.
2. Teaching is monitored, evaluated, and reported to senior managers within the service.
3. All tutors will be observed at least once every 12-18 months as part of the service's quality assurance system.
4. WM undertakes to inform schools of any staff absence as quickly as possible. In the event that a tutor is absent we will endeavour to send a deputy tutor. If this is not possible, leading to cancellation of a session; then WM will arrange for the session to be made up at a mutually convenient time. Failing that, we will issue a credit note/ refund for the missed session.

School responsibilities:

5. WM tutors should be treated as a member of the school staff and be allowed to use the Schools' facilities, including toilets and staff room, particularly if there are multiple lessons taking place at the School before and after break times.
6. To provide all visiting music teachers with information on health and safety and safeguarding procedures. This will include signing in and out, fire, first aid, evacuation, and other emergency procedures as well as safeguarding and security measures.
7. Music tutors should be told in confidence of any medical, behavioural, and academic information or other issues that may affect their pupils' learning.
8. Ensure appropriate classroom support from a member of teaching staff (exact requirements are outlined in the individual programme agreement).
9. Ensure that teaching rooms are suitable for the purpose of the music programmes (please refer to individual programme agreements). Teaching rooms should have:
 - a. Enough space, appropriate to the size of the group
 - b. Visual access, through a window or door
 - c. Adequate heating and lighting
 - d. Appropriate furniture - move any furniture as required prior to the lesson starting so that the children can fully participate for the entire lesson.
10. Ensure appropriate teaching resources are provided – for example:
 - a. Music Stands
 - b. Interactive White Board
 - c. Instruments
 - d. CD player/ laptop/ audio device/ piano
11. To publicise music lessons in the school and signpost children and parents to the additional progression opportunities. This includes directing parents to the WM website to discover further information on the music education opportunities available for their child.
12. Where appropriate provide suitable storage space for the instruments on loan.
13. To comply with any reasonable requests to provide data for the Department for Education annual survey on music education in primary schools. We are required to report to the DfE annually, through the Arts Council England, on music provision in Wandsworth, including all activities that take place within all schools.

Programme Booking & Payment terms:

14. The school agrees to pay WM the correct fee for services in accordance with the prices set out in the agreement. (For schools with bespoke programmes the total costs will be confirmed in writing via email)
15. Invoices for singing projects, WCET programmes, curriculum music and music therapy provision will be raised in advance of tuition as soon as these programmes are timetabled and confirmed. Payment must be received before tuition commences.
16. Peripatetic tuition and ad hoc work (e.g., music concerts, workshops) will be invoiced in arrears or added to the following term's invoice.

17. Schools are kindly requested to pay invoices as soon as possible, and no later than 14 days from receipt.

18. Please note that WM reserves the right to suspend or withdraw tuition if payment is not made.

School Music Partner Membership:

1. All schools automatically receive free basic membership by completing this [online form](#).
2. Schools can gain enhanced membership by completing this [online form](#).
3. Schools will be invoiced for the annual membership cost on receipt of the completed booking form.
4. Membership runs through the academic year, from September to July.
5. Renewals will be offered early in the new financial year preceding the new academic year.
6. Please note that membership discounts cannot be applied retrospectively to programmes already received if membership is purchased mid-year.

WCET, Curriculum Music & Music Therapy programmes:

7. Programmes run for a whole academic year.
8. Autumn and Spring term sessions will be invoiced in advance before the start of the academic year.
9. Summer term sessions will be invoiced early in the new financial year.
10. Full payment must be received before tuition can take place.

Termly Singing Programmes:

12. Programmes will be invoiced termly in advance of tuition once participation & timetabling is confirmed.
13. Full payment must be received before tuition can take place.

Instrument hire:

14. Instruments hired directly to schools will be invoiced termly, in arrears.
15. Schools will continue to be liable for hire fees until instruments are either returned to WM or an alternative agreement has been made in writing.

Peripatetic instrumental and vocal tuition:

16. Schools will be invoiced termly in arrears upon receipt of tutor pay claims.

General terms:

17. WM tutors will claim for hourly paid teaching work via the form on our website. Once we have processed all claims for the corresponding payroll period, we will send schools a monthly report detailing the hours that have been claimed.
18. On receipt of the report, schools should check for any discrepancies and let us know within 3 working days if there are any issues. Schools do not need to contact us if the report is correct.
19. If the school has paid for services that WM cannot provide (other than in situations where the services cannot be provided because of failure to act, time delay or negligence on the part of the school); the School will be refunded or not charged for the services - only to the extent that WM is able to secure such a refund.
20. Where a school passes on any element of the cost of tuition to parents, the governing body is responsible for ensuring compliance with the latest statutory requirements.

Cancellation/ Termination of Programme agreements

21. **Whole Class Ensemble Tuition, Curriculum Music & Music Therapy:** The contractual commitment is for the whole academic year. Should a school wish to terminate the agreement before the end of the academic year then no refund of programme costs will be given. There may be an additional fee for the collection of instruments if special arrangements are required.
22. **Singing Strategy Projects:** The contractual commitment is for the relevant term in which the programme is delivered. Should a school wish to terminate the agreement before the end of the termly programme they will not be entitled to a refund.
23. WM reserves the right to charge full programme costs if appropriate notice is not given.
24. **Hourly Paid Peripatetic lessons (including choirs & ensembles):** A minimum of half a term's written notice is required to reduce or cancel the agreed teaching time for peripatetic tutors.
25. We advise schools that any agreement with parents ensures that at least 5 weeks-notice is provided to discontinue lessons. We also recommend that lesson fees are collected in advance of each term.
26. Agreements with parents should also include a caveat that lessons may be delivered online in the event of long-term disruption (e.g., whole school closure due to pandemic).
27. WM reserves the right to charge the full tutor costs if appropriate notice is not given.

Cancellation and change of session times

28. Schools should notify WM as soon as possible if lessons are unable to take place, for example due to school trips or exams.
29. When pupils are not available for teaching due to school closures, including adverse weather conditions, school visits, examination periods, school INSET days then the school will be charged for the hours timetabled, unless we have received at least 2 weeks' notice to re-arrange the session.

30. Music tutors require **at least 2 weeks' notice** in order to re-arrange sessions. WM reserves the right to charge for sessions where appropriate notice is not received about cancellation or a change of times.
31. In the event of long-term school closure (e.g., pandemic, flood, or fire) then WM will endeavor to make appropriate arrangements to deliver the tuition online (for example via zoom or pre-recorded video lessons).
32. When teaching has been delivered by WM, schools should not employ or enter into private agreements with anyone who is or has been engaged as a WM tutor in the provision of services to the school for at least 12 months after the termination of the service delivery.

Systems for feedback (compliments, concerns & complaints)

33. WM welcomes and actively seeks feedback on its service delivery, both positive and with respect to areas of concern.
34. It is anticipated that in the first instance schools will discuss any feedback on delivery directly with the music tutor. If issues or concerns cannot be resolved, then schools are advised to contact the relevant line manager at WM (please refer to contact list).
35. Should it not be possible to resolve an issue in this way then complaints can be put in writing to:

[Debbie Huie – Assistant Head of Music](#)
36. Should it not be possible to resolve an issue in this way then schools should contact [Dan White, CEO of Wandsworth Music](#) in writing.
37. WM would prefer to resolve issues and complaints about delivery at an early stage if possible. In our experience almost all issues can be professionally and satisfactorily resolved in this way.

Confidentiality

38. Wandsworth Music's privacy policy can be found [here](#)

Programme Specific Agreements

The following programme agreements should be read in conjunction with the WM Service Level Agreement, terms & conditions.

Appendix 1: WCET Agreement

WCET Programme overview:

- Programmes run over 30 weeks of the school year, which includes 29 teaching sessions and 1 music tutor CPD.
- Generally, schools should plan for 10 weeks in the Autumn & Spring term and 9 in the Summer term. Teaching dates will be arranged directly between tutors and schools.
- Unless otherwise agreed, KS2 sessions last for 45 minutes per class, with additional time scheduled for planning, setting up and the repair and tuning of instruments.
- A concert should take place during the last session of **each** term – the date/ time should be mutually agreed **between music service tutors and schools**. We recommend agreeing the date at the start of each term.
- All instruments for WCET are loaned to the school free of charge. This ensures that each child has their own instrument for the full duration of the programme.
- Schools are responsible for purchasing additional accessories such as reeds, replacement strings, oil etc. We are happy to advise on suppliers.
- Should additional or replacement instruments be required then WM will arrange for delivery and or collection of instruments at the start and end of each academic year. Unless otherwise agreed, any notification of instrument requirements for return or repair outside of this period will be the school's responsibility to arrange and deliver to the music service office.
- At the end of each year, schools are responsible for ensuring that instruments are collected and cleaned ready for their new cohort of pupils. Please refer to appendix 7 for additional terms regarding free instrument loans for WCET tuition.

By contracting WM tutors to deliver instrumental and singing lessons, you agree to the following terms:

- To the terms and conditions set out in the service level agreement and this appendix.
- That the class teachers will be present and actively engaged in the lessons. **Unless otherwise agreed, we find the coverage of PPA time to be an unsatisfactory way of delivering the programme.**
- To provide a suitable large rehearsal space for each session (i.e., **School hall or large music room**) with the use of an **interactive white board, laptop, audio input and piano**.
- To ensure that a suitable number of chairs are set out prior to the lesson. (**Benches are not suitable, and children must not be sat at desks or on the floor**)
- To ensure that **all instrument serial numbers are recorded and clearly assigned to each pupil**. A record of serial numbers should be returned WM for audit purposes.
- To ensure that children are allowed and encouraged to take instruments home as soon as is deemed appropriate by the Music Service tutors. **N.B - All children must sign and return a loan form to the school before being allowed to take an instrument home.**
- To arrange a performance opportunity at the end of each term that parents and other classes are invited to (This is normally during the normal lesson time and led by the music tutors with the support of class teachers).

Appendix 2: Hourly Paid Tuition Agreement – School Billed Lessons

By contracting WM tutors to deliver instrumental and singing lessons, you agree to the following terms:

- To the general terms and conditions set out in WM Service Level Agreement, terms & conditions.
- Generally, there will be 10 lessons per term (total of 30 over the year) – any changes to this must be agreed in writing with WM, within the appropriate notice periods.
- Exact teaching dates will be agreed **between tutors and schools** to avoid any clashes with events e.g., school trips etc. Please confirm tutor hours at the start of the year, when making arrangements with WM.
- In most cases, instrumental lessons will be 30 minutes each, delivered in small groups (**maximum of 4 children per class**) paired or 1-1 tuition. Exact group sizes will be agreed in advance with WM.
- A member of school staff should be designated as the named coordinator of instrumental/vocal teaching in the school. It is expected that they provide suitable channels of communication between WM, the music tutor, and the school.
- All pupils must have their own, fully working musical instrument to use and take home to practice – it is not appropriate to share with another learner. Instruments are available for hire (terms & fees apply).
- If instruments are owned by the school/pupil, it is the school/pupil's responsibility to maintain them. **WM are not able to send instruments to be repaired that do not belong to us.**
- Children learning the piano should be encouraged to purchase a keyboard for home use. Where this is not possible, schools should provide space to practice in during breaks etc.
- All lessons will automatically continue each term unless appropriate notice is given.
- **Schools are responsible for collecting payments from parents – we advise that payment (at least half a term in advance, preferably the whole term) is collected *in advance of any lessons taking place* and parent confirmation recorded by the school.**
- Schools will encourage children to commit to learning and practicing their musical instrument/ voice throughout the year and onwards.

Appendix 3: School Ensembles, Choirs & Enrichment Agreement

By contracting WM tutors to deliver school based ensembles you agree to the following terms:

- To the general terms and conditions set out in WM Service Level Agreement, terms & conditions.
- The exact number of teaching sessions will be agreed between WM and the school at the start of the academic year.
- Exact teaching dates will be agreed **between tutors and schools** to avoid any clashes with events e.g., school trips etc.
- In most cases ensemble sessions will run for an hour. Each ensemble will include an additional 15mins per hour of non-contact time for the tutor to plan and set up.

- A member of school staff should be designated as the named coordinator of instrumental/vocal teaching in the school. It is expected that they provide suitable channels of communication between WM, the music tutor, and the school.
- All pupils must have their own, fully working musical instrument to use and take home to practice – it is not appropriate to share with another learner. Instruments are available for hire (terms & fees apply).
- If instruments are owned by the school/pupil, it is the school/pupil's responsibility to maintain them. **WM are not able to send instruments to be repaired that do not belong to us.**
- Children learning the piano should be encouraged to purchase a keyboard for home use. Where this is not possible, schools should provide space to practice in during breaks etc.

Appendix 4: Singing Strategy Programmes

- Generally, singing programmes will run over a period of 10 weeks each term.
- 8 sessions will be led by a WM vocal leader, with 2 school teacher led weeks.
- Each programme culminates with a performance (This may be in school, a school cluster concert or an invitation to a wider borough concert)
- The teaching dates and times will be agreed by WM and the school in advance of the start of each term. Due to the nature of these projects, it is not possible to reschedule or re-arrange sessions once the times are agreed.
- In the event that a tutor is absent WM will endeavour to send a deputy tutor where possible.

By contracting WM tutors you agree to the following terms:

- WM will provide all digital resources for the programme (sheet music, backing tracks and videos). These resources are the property of WM and should not be shared outside of the school.
- To ensure that all participating class teachers are present and actively engaged in the lessons. **The project should not be used as PPA cover.**
- To ensure that all participating class teachers attend the CPD session.
- To ensure that the teacher/s responsible for teaching participating classes lead sessions **in addition to** those led by the Vocal Leader.
- To provide a suitable large rehearsal space for each session (**i.e., School hall or large music room**) with the use of an **interactive white board, laptop, audio input and piano.**
- To ensure that participating pupils attend the massed performance at the end of the project.

Appendix 5: Curriculum Music & Whole Day Music

By contracting WM tutors you agree to the following terms:

- These programmes are bespoke and subject to a detailed agreement between WM and the school. The agreed contact teaching time is tailored to school requirements and can include:
 - Whole Class Curriculum & Whole Class Instrumental lessons

- Singing Assemblies
- Ensemble tuition and choirs
- PPA and non-contact time will be calculated in addition to the delivery hours.
- Curriculum Music lessons are generally delivered for 36 or 38 weeks (12/13 sessions per term). The exact number of weeks will be agreed at the start of the academic year.
- The teaching dates and times will be agreed by WM and the school in advance of the start of each term. Due to the nature of these programmes it is not possible to reschedule or re-arrange sessions once the times are agreed.
- Schools must provide a suitable large space for each session (i.e., **large music room**) with the use of an **interactive white board, laptop, audio input and piano**.
- To provide appropriate musical resources (e.g., classroom percussion, keyboards etc) – to be agreed with WM in advance.

Appendix 6: Instrument Loan Agreement (for peripatetic lessons, not WCET)

For peripatetic lessons in schools (not WCET)

This agreement should be read in conjunction with the WM Service Level Agreement, terms & conditions.

Terms of instrument loan

- WM agrees to loan instruments to schools for small group and peripatetic teaching, subject to availability. Alternatively, parents may hire instruments directly from WM.
- WM run a reduced hire rate scheme for pupils eligible for free school meals subject to receiving written confirmation of learning and proof of entitlement, to ensure that these instruments will be used specifically for children on FSM. We need this accurate information as we are required to report remissions data back to the Arts Council. Likewise, if the instruments are no longer used by children on FSM, we also need to be made aware so that the discounted rates can be amended appropriately. It is the Schools responsibility to keep us informed of any changes in circumstances.
- Schools will be invoiced for the total hire of all instruments. Schools will continue to be invoiced, and liable to pay hire charges until such time that instruments are returned, or an agreement in writing has been made with WM. Hire fees will be invoiced at the same amount as the previous term, unless we hear from you otherwise.
- Schools are responsible for administering the loan of instruments to children, logging instrument serial numbers, and collecting hire money from parents/ carers. WM are unable to deal with direct requests from parents for instrument hire in these circumstances.
- The instruments remain the property of WM. We aim to issue instruments in good condition and expect them to be looked after and returned in the same condition with all accessories. Schools/ individual hirers will be responsible for purchasing consumables such as reeds, strings, and oil.
- **End of year:** Schools are responsible for ensuring that all instruments are returned back to school and correctly logged.

- Where tuition continues for the next cohort of pupils, schools are responsible for the appropriate cleaning of instruments (e.g., brass and wind) as follows.
 - Brass mouthpieces, flute head joints & recorders: washed in hot soapy water (alternatively brass mouthpieces can be put in the dishwasher)
 - Clarinet & Saxophones: Dispose of old reeds and thoroughly wash the mouthpiece in warm soapy water with a soft cleaning cloth. If possible, run a cleaning rod and cloth through the body of the instrument.
 - We are happy to provide schools with Sterisol cleaning spray and mouthpiece brushes.
 - If in any doubt, please ask your WM tutors who can advise.

Damage/loss

- WM accepts that some wear and tear is inevitable, and in most cases will bear the cost of minor repair work. In cases of serious damage, misuse or loss, a contribution up to the full cost of the instrument towards repairs/ replacement will be requested.
- We expect all instruments to be returned in the same condition along with all accessories (e.g., bows, mouthpieces, straps) – any missing accessories will be charged for.
- Please do not attempt to repair instruments. Please contact WM directly to arrange repairs.

Collection/ Delivery

- WM will arrange for delivery/ collection of instruments at the start and end of the academic year. Any requests for delivery/ collection outside of these times will be the responsibility of the school or subject to a delivery charge.

Appendix 7: Instrument Loan Agreement for WCET

For WCET instruments (not peripatetic lessons in schools)

This agreement should be read in conjunction with Appendix 1 (WCET agreement) and the WM Service Level Agreement, terms & conditions.

Terms of instrument loan

- WM agrees to loan instruments free of charge to schools for use in WCET programmes, subject to availability.
- Schools will continue to have free loan of instruments for as long as WCET teaching is maintained. This ensures that each child has an instrument which is theirs for the full duration of the programme.
- Instruments should not be shared, and all children must have their own instrument to use. Where there is a need to swap an instrument, the mouthpiece must be thoroughly cleaned and where appropriate a new reed supplied.
- Schools are responsible for administering the loan of instruments to children and logging instrument serial numbers. All children should return the appropriate instrument loan form to the school before being allowed to take the instrument home.
- The instruments remain at all times the property of WM.
- We aim to issue instruments in good condition and expect them to be looked after and returned in the same condition with all accessories. Schools will be responsible for purchasing consumables such as reeds, strings, and oil.

- **End of year:** Schools are responsible for ensuring that all instruments are returned back to school and correctly logged.
- Where tuition continues for the next cohort of pupils, schools are responsible for the appropriate cleaning of instruments (e.g., brass and wind) as follows.
 - Brass mouthpieces, flute head joints & recorders: Washed in hot soapy water (alternatively brass mouthpieces can be put in the dishwasher)
 - Clarinet & Saxophones: Dispose of old reeds and thoroughly wash the mouthpiece in warm soapy water with a soft cleaning cloth. If possible, run a cleaning rod and cloth through the body of the instrument. We are happy to provide schools with Sterisol cleaning spray and mouthpiece brushes.
 - If in any doubt, please ask your WM tutors who can advise.
- Schools may not charge or take deposits for instruments. The service does not charge a hire fee for instruments used in these whole-class sessions. At the time of writing all instruments will be loaned free of charge, providing that teaching is maintained through the music service.
- Providing parents/carers have returned the consent form, children should be allowed and encouraged to take instruments home as soon as is deemed appropriate by the instrumental tutors. It is usually inappropriate for any instruments to go home in the first few weeks because of the issues concerning how to care for the instrument and in some cases how to assemble it properly too.

Damage/loss

- WM accepts that some wear and tear is inevitable, and in most cases will bear the cost of minor repair work. In cases of serious damage, misuse or loss, a contribution up to the full cost of the instrument towards repairs/ replacement will be requested.
- We expect all instruments to be returned in the same condition along with all accessories (e.g., bows, mouthpieces, straps) – any missing accessories will be charged for.
- Please do not attempt to repair instruments. Please contact WM directly to arrange repairs.

Collection/ Delivery

- WM will arrange for delivery/ collection of instruments at the start and end of the academic year. Any requests for delivery/ collection outside of these times will be the responsibility of the school or subject to a delivery charge.

WM CONTACT INFORMATION

To enquire about pricing and conditions of service, please contact us at:
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