

## **Berkshire Maestros Terms and Conditions**

*Effective from September 2021*

These terms and conditions form the basis of the contract between Berkshire Maestros and customers. Customers are subject to and agree to be bound by these terms and conditions. Berkshire Maestros (hereafter referred to as Maestros) reserves the right to vary these terms and conditions at any time and without notice. Any determination made by the Chief Executive arising from the terms and conditions shall be final.

### **SESSIONS**

Maestros provides 33 instrumental lessons over the three term academic year. These can be delivered face to face or online. For lessons in school, a concert/performance in school, led by a Maestros teacher, is deemed to be a lesson. Due to the uneven length of school terms, the number of lessons/sessions offered in each term may vary i.e. the number of lessons billed (refer to 'Fees') may not equate to the number of lessons offered. For students leaving at the end of a term in which the lesson offered exceeds the amount charged, we reserve the right to charge for the extra lessons. For memberships (e.g. bands, ensembles and choirs) we guarantee a minimum of 30 sessions over the year (County Groups excepted).

### **FEES**

Charges are payable termly in advance prior to the commencement of lessons and/or activities. (The charge for lessons only, in the first term of learning, will be calculated from the date of the first lesson). In the event of financial difficulty, Maestros should be contacted immediately to arrange a payment plan or to discuss other available options. Failure to either make payment prior to the first session of the term or to contact us will lead to the cancellation of tuition. Maestros will invoice for 11 instrumental/vocal lessons in each of the 3 terms together with any appropriate membership fees. Maestros reserves the right to charge an administration fee in addition to any external costs incurred in the event of having to take legal action to recover amounts not paid. Fees are reviewed annually and can be downloaded [here](#).

### **TEACHING**

Teaching is normally given in groups, based on age and ability. A standard group lesson is of 30 minutes duration and will consist of 3 or more students. The size, duration and membership of a group may be subject to change without notice (e.g. due to differing rates of progress). When a 30 minute standard group reduces to just two pupils, the lesson duration will reduce to 20 minutes or parents can request an extended group of 2 rate for 30 minutes at a higher price. The standard group rate will continue to apply for the 20 minute groups of two students and, as soon as is practical, we will endeavour to integrate pupils into this group. When group teaching is no longer possible (e.g. other group members have left) *Maestros* will inform you of the options available. Maestros will not give tuition to a pupil who receives lessons on the same instrument from another (non-Maestros) teacher. All teaching staff are highly qualified and all appropriate checks are made. We reserve the right to change your teacher at any stage and parents will be notified of the change.

### **TIME OF LESSONS**

School lessons take place during the school day. Parents/carers accept that this will usually result in a pupil being withdrawn from their normal school classes for the duration of the lesson. The music teacher is not responsible for escorting children to/from lessons. Pupils at secondary school are responsible for monitoring the relevant school notice board to confirm the day and time of their lesson each week and lessons are rotated at secondary level so that students are not missing the same

academic lesson each week. Lessons and activities at music centre will take place outside school hours with the exception of home educated children and adults when lessons may be taught during the day by arrangement.

### **COMMENCEMENT**

Lessons, classes and memberships will begin as soon as possible following receipt of a completed enrolment form. Membership of some bands, choirs and ensembles, is determined by teaching staff and an audition may therefore be required. The minimum commitment and charge for both lessons and memberships is until the end of the term in which attendance begins. Trial lessons/sessions are not offered unless they form part of an authorised special promotion. (See also Withdrawal section below).

### **SUPERVISION**

Maestros only accepts responsibility for pupils during actual lesson/session time. At all other times, responsibility lies with the school or parents/carers.

### **INSTRUMENTS/ACCESSORIES**

Parents/carers/adult students agree to provide instruments, music and accessories as required, to pay any examination fees and to make arrangements for accompanists where required. (Hire instruments may be available - terms and conditions apply).

### **LIABILITY**

Maestros does not accept liability for loss or damage to pupil's instruments or personal possessions. Parents/carers/adult students should arrange appropriate insurance for these items.

### **BEHAVIOUR**

Pupils are expected to behave in a responsible and courteous manner at all times; to attend lessons regularly and to practise between lessons. Poor attendance, failure to practise or disruptive/anti-social behaviour by either the pupil or by the parent/carer, may result in tuition being withdrawn. No credits will be given in such circumstances.

### **EXAMINATIONS**

Examination entries are submitted by the parent/carer/adult student acting upon advice and direction from the instrumental teacher. Responsibility for the notification of appointment time and results lies with the teacher. Parents/carers/adult students undertake to make their own arrangements for accompanists. Maestros is not liable for the payment of examination fees or accompanist fees.

### **MISSED SESSIONS**

Lessons missed by pupils due to short term sickness, school trips/activities, revision leave, exams etc. will not be made up or credited. When 5 or more consecutive sessions are missed in the same term due to illness/injury we will credit a maximum of 5 lessons. A medical certificate may be required.

When staff miss a session due to illness or travel delay they will do their best to make the session up (e.g. through an extra lesson or a double lesson). When a school cancels a lesson we will endeavour to make up the lesson provided that a minimum of 48hrs notice has been received from the school. In the event of an emergency or closure of a school (full or partial) or music centre due to an event outside Maestros control (e.g. a pandemic, flooding, heavy snow or industrial action), where possible lessons/sessions will be made up or credited. If closures extend beyond 48hrs Maestros reserves the right to only make up/credit one lesson or session.

Sessions will not be credited on a term by term basis. Credits cannot be given for termly membership fees.

**WITHDRAWAL** Lessons and memberships will continue term on term and year on year until appropriate written notice of withdrawal is received. A pupil may only withdraw from lessons or ensembles at the end of a term. Notice must be given, via SpeedAdmin, by 5th June 2022 to withdraw at the end of the Summer Term 2022, by 30<sup>th</sup> October 2022 to withdraw at the end of the Autumn Term, 19th February 2023 to withdraw at the end of the Spring Term, and by 4th June 2023 to withdraw at the end of the Summer Term 2023. If the required notice to withdraw from lessons and ensembles is not given, a late notice charge of half a term's fees will be payable towards the cost of rescheduling lessons and/or loss of planned income. Payment of the late notice charge does not entitle a pupil to attend lessons. If a pupil withdraws part way through a term, the term's charges remain payable in full.

***Last updated: 21 July 2022***

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## **TERMS AND CONDITIONS FOR INSTRUMENT HIRE**

Please note the following terms and conditions for the hire of instruments:

- An instrument will only be issued once a signed hire agreement form has been received.
- The hire is made on the clear understanding that the instrument is to be returned no later than the first two weeks of the following term after the hire has finished (i.e. lessons have ceased or the hire period has expired). Berkshire Maestros reserves the right to charge a full term of hire if this deadline is not met. The instrument should be in the same condition (except for normal 'wear and tear') as recorded on issue.
- Berkshire Maestros can recall a hire instrument at any time.
- A minimum of a termly charge will be made for each instrument on hire. Hire charges are reviewed annually. A summary of our fees is available on request from our Reading office and may also be downloaded here. Separate charges based upon the value of the instrument apply for pupils who attend activities with Maestros but do not take lessons – contact us for details.
- **ALL INSTRUMENTS – Parents/carers/adult students are responsible for any damages/losses or replacements to the instrument.** We strongly advise to check that your household policy includes cover for instruments and if necessary add it specifically to the policy. **At all times**, including repairs, advice must be sought from the Resources Department **before** taking any action.
- In the event of damage or loss due to negligence, Berkshire Maestros reserve the right to charge the full cost of repair or replacement.
- An instrument should never be left unattended in a vehicle or overnight away from home.
- Parents are expected to pay for incidentals such as replacement strings, rosin and bow repairs/rehairing (string instruments), reeds and cork grease (woodwind instruments), valve oil and slide cream (brass instruments), adapters (keyboards).
- The hire instrument must be returned by you to the local music centre (please book an appointment). On no account should the instrument be returned to the teacher or left on school premises. You will continue to be charged for the instrument until such time as the Music Centre issues you with a receipt to acknowledge its return.
- Typically our instrument hire scheme is for the purpose of allowing pupils to access musical instruments without the burden of cost in the initial stages. In order that we can keep providing these instruments to beginners we cannot offer indefinite hires. Therefore, we may set the hire agreement to a maximum of two academic years. This is particularly common for brass and woodwind instruments.

***Last updated: 01 Sept 2021***