

Berkshire Music Trust Terms and Conditions

Effective from September 2024

These terms and conditions form the basis of the contract between Berkshire Music Trust and customers. Customers are subject to and agree to be bound by these terms and conditions. Berkshire Music Trust (hereafter referred to as BMT) 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

BMT 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 BMT 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 or year in which the lessons offered exceeds the amount charged, we reserve the right to charge for the extra lessons.

For Memberships (e.g. bands, ensembles and choirs, Mini Maestros) students are committed on an annual basis, we aim to schedule a minimum of 30 sessions over the year (some County Groups excepted) and Members secure a membership right to attend our Annual General Meeting.

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, BMT 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, with the outstanding balance remaining payable in full. BMT reserves the right to charge an administration fee in addition to any external costs incurred (including statutory interest on late payments) in the event of having to take legal action to recover amounts not paid.

Instalment arrangements: BMT may, in its absolute discretion, agree to accept payment of fees by instalments, but this shall be subject to express prior written approval and agreement of terms between payers and the service. Payers electing to pay in this way will incur an administration fee of £15 per term. Any failure to honour any such instalment arrangement will entitle BMT to terminate the instalment arrangement immediately and seek payment of all sums due in full in accordance with its normal terms.

Fees are reviewed annually and can be downloaded [here](#).

DISCOUNTS

Discounts are applicable only once per customer/account and cannot be used in conjunction with any other offers unless explicitly stated. Once a discount has been utilised, it cannot be reapplied to subsequent purchases or transactions. Any attempt to misuse or exploit discounts may result in the cancellation of the discount and/or termination of the customer's account.

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 and students will be moved onto our paired 20-minute rate. Alternatively, parents can request a paired 30-minute lesson at a higher price. When group teaching is no longer possible (e.g. other group members have left) BMT will inform you of the options available. BMT will not give tuition to a pupil who receives lessons on the same instrument from another (non-BMT) 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 and payment. 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

BMT 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

BMT 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. BMT is not liable for the payment of examination fees or accompanist fees.

MISSED LESSONS/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 lesson/session due to illness or travel delay they will do their best to make the lesson/session up (e.g. through an extra lesson/session or a double lesson). When a school cancels a lesson we will endeavour to make up the lesson provided that a minimum of 48 hours 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 BMT 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 48 hours BMT reserves the right to only make up/credit one lesson or session. Sessions will not be credited on a term by term basis.

In the exceptional circumstances whereby we are unable to offer 30 sessions (bands, ensembles, choirs and Mini Maestros) over the academic year, we are unable to credit any 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 2nd June 2024 to withdraw at the end of the Summer Term 2024, by 3rd November 2024 to withdraw at the end of the Autumn Term, 23rd February 2025 to withdraw at the end of the Spring Term, and by 1st June 2025 to withdraw at the end of the Summer Term. 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: May 2024