

TERMS AND CONDITIONS – SCHOOL AGENCY PROJECTS



Definition

For the purpose of this agreement “Term” refers to one of the following periods: Autumn (September to December), Spring (January to March), Summer (April to July)

Contacts

Please send all written communications via email to customerservices@kent-music.com or in writing to our head office:

Kent Music
Units 25 & 26 Creative Enterprise Quarter
Javelin Way
Ashford
TN24 8FN

1. Overview

Agency Projects are set up by a nursery, school, academy, college, or other learning centre requiring a specialist teacher for their music delivery.

These projects can include individual or small group lessons, whole class lessons, ensembles and choirs, and continuation lessons for students who have completed their MusicPlus year.

2. Safer Recruitment

All Kent Music teaching staff are recruited in line with Keeping Children Safe in Education. The following pre-employment checks are completed:

- Reference checks - obtaining a minimum of two satisfactory references for all roles working with children
- Identity check
- Enhanced Disclosure and Barring Service (DBS) check for roles meeting the definition of regulated activity
- Barred list check for those in regulated activity
- Prohibition from teaching checks
- Check of right to work in the UK
- Additional checks for those who have lived or worked outside the UK for roles meeting the definition of regulated activity
- Professional qualifications and/or membership of a professional body where it is a legal requirement for the role
- Check of mental and physical fitness to carry out work responsibilities

3. Undeliverable sessions

Schools must let the Kent Music customer services team know in writing at the start of this agreement about any trips, closures, or dates when teaching cannot take place. A minimum of four weeks' notice must be given by the school ahead of any cancelled teaching session. However, if closures are unforeseen, please endeavour to give at least a week's written notice (email is acceptable). If written notice is not received, the missed sessions will not be rescheduled or refunded.

4. Kent Music Staff Absence

In the event of staff absence due to illness or other unforeseen circumstances, the teacher will discuss with the school when any missed sessions can be rescheduled. Kent Music reserves the right to deploy substitute teachers to complete the tuition arranged under the Service Level Agreement (SLA). This will be done in consultation with the school.

If Kent Music is unable to provide a substitute teacher and the session cannot be rescheduled, any missed sessions will be credited back to the school at the end of the academic year or at the end of the Agency Project if this is before the end of the academic year.

5. Changes to scheduled provision including cancellation

All communication regarding changes should be requested via customerservices@kent-music.com and not via the teacher. At the end of each academic year, schools will be contacted directly by Kent Music in the summer term to confirm or make changes to the next year's provision.

Kent Music cannot take responsibility for lessons cancelled by the school but does agree to re-arrange lessons by mutual agreement provided advance notice has been given and provided there is enough time left in the academic year. Missed sessions will not be carried over into subsequent academic years.

Kent Music will only change or cancel teaching in the following circumstances:

- Kent Music teacher maternity cover
- Kent Music teacher resignation
- upheld complaints by the school or Kent Music teacher
- long-term Kent Music teacher sickness
- by mutual agreement of all parties

If the school wishes to cancel, the school agrees to provide half a term's notice to enable Kent Music to give notice to the teacher. This must be sent in writing by email or by letter before the half-term holiday. Notice given verbally or in writing to the teacher will not be registered as notice. Cancellation dates can also be found on the [Music Lessons](#) page of our website kent-music.com/music-lessons.

Changes to provision made during the year, for example change of length of session, change of teacher, change of project type, will be accommodated where possible. If the change is not possible, the school has the option to cancel; see above for further details.

6. Complaints

If a school would like to raise any concerns or complaints about the Agency Project or a Kent Music teacher deployed to them for Agency Project provision they can do so by emailing the details to our administration team. All complaints/issues must be submitted in writing. If any issue or complaint brought by the school leads to a Kent Music teacher withdrawing from the provision, Kent Music will work with the school to reschedule the teaching. If a school decides not to accept any alternative offer made to them they will need to source alternative provision and cancel their SLA with Kent Music. Refunds of the school's payment – in full or pro rata – can be given providing that there has not been a breach of these Terms and Conditions.

7. Invoices

The school agrees to make prompt payment within 14 days on receipt of Kent Music invoices.

8. Amendments to these terms

Kent Music reserves the right to review these terms from time to time, normally at the end of an academic year. You will have the option to accept the revised terms or withdraw from future Agency Projects if we change our terms. If we advise you of any material change to these terms to your detriment without giving sufficient notice to enable you to withdraw from the Agreement by the specified date, you will not be required to pay a fee in lieu of notice in respect of the following term.

This Agreement is governed by English Law.