

Terms & Conditions

Please read before applying for musical services

1. Definitions

- 1.2 "Services" means the services to be provided by Severn Arts 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 "Hirer" means the account payer – the person who is financially liable for payment of the account and outstanding debt.
- 1.5 "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 Severn Arts 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, Severn Arts 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 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 by either debit or credit card (go to www.severnarts.org.uk and click 'pay online'). Payment can also be made by cheque or postal order made payable to Severn Arts. Cash payments can be made in person at our office in Sherwood Lane - 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 Severn Arts must be advised of any changes to your contact details as set out on the Registration Form.
- 2.8 Data Protection Act: The information you supply will be held on a computer database that will be used by Severn Arts and no other party without your prior written consent. By requesting Services, the Customer agrees that Severn Arts is entitled to process and retain the data contained within the Application Form for administrative and related purposes in order to enable Severn Arts to provide the services and meet its statutory requirements.
- 2.9 Severn Arts reserves the right to change to make changes to the Terms and Conditions set out here as and when deemed necessary. Terms and Conditions will be updated in time for 1st September each year and will be published on the Severn Arts website by 1st August each year giving the customer a minimum notice period of one month before they take effect. It is the responsibility of the customer to update and familiarise themselves with Terms and Conditions in time for each September. Severn Arts reserves the right to make changes to Terms and Conditions at any other time during the year but will give customers notice of not less than 30 days before they take effect.

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 Severn Arts highlights to parents and pupils that a commitment to regular practice is essential in order to make progress. Severn Arts teachers will use the Severn Arts Student Practice Diary to record practice requirements. The Severn Arts Student Practice Diary (which is provided free of charge to all SEVERN ARTS pupils) is used to track pupil progress.
- 3.4 Severn Arts will provide every Severn Arts pupil with an Annual Progress Report.
- 3.5 Teacher absence - if lesson(s) are missed and cannot be made up then a credit will be applied to your account.
- 3.6 In the case of long-term teacher absence (two weeks or more), we will endeavour to find a replacement.
- 3.7 Pupil absence – if lesson(s) are missed due to the absence of a pupil, the lesson will still be charged.
- 3.7 Lessons that are not delivered due to severe weather, or unforeseen venue closure will not be credited.
- 3.8 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) must be returned to the Severn Arts office. Refunds will not be granted where inadequate notice has been given.

4. Instrument Hire

- 4.1 Instruments can be hired by pupils who take part in a Severn Arts activity relating to that particular instrument. Instruments may **not** be hired for private tuition.
- 4.2 Instruments hired by pupils who cease Severn Arts provision (this includes transferring to a school which does not purchase Severn Arts tuition), must be returned and the hire agreement ceased from the beginning of the following term.
- 4.3 Return of instrument(s). The hirer is responsible for the instrument until the point at which it is returned to Severn Arts.
 - 4.3.1 It is the responsibility of the hirer to ensure the safe return of the instrument to Severn Arts and it will remain charged until its return is confirmed by the Severn Arts office. Instruments can be returned directly to the Severn Arts office or via the school. Severn Arts is unable to collect from schools which do not receive Severn Arts services. In these cases, the hirer must ensure return of the instrument to the Severn Arts office
 - 4.3.2 If the hirer returns the instrument via the school, Severn Arts must be formally notified in writing (cancellation form available on the Severn Arts website) and the hirer should request a receipt from the school office as proof of return. Please note that the school has no formal responsibility as part of a parental instrument hire agreement and any co-operation in holding/forwarding an instrument to Severn Arts on behalf of a parent is at their discretion. The hirer is ultimately responsible for the safe return of the instrument to Severn Arts.
 - 4.3.3 If the hirer has no option but to return the instrument via a Severn Arts teacher, the hirer must formally notify the Severn Arts office of the member of staff and date of return and should also request a receipt from the staff member.
 - 4.3.4 If return is disputed (in particular, via the school), it is the responsibility of the hirer to prove that the instrument has been returned before the hire agreement can end and the account credited.
 - 4.3.5 The hirer will be held financially liable for both the hire and replacement cost of instruments not returned.

- 4.4 Instruments must be ordered on the order form located on the Severn Arts website (www.severnarts.org.uk). Severn Arts is able to send out a hard copy order form to those without internet access (please request from the office).
- 4.5 Standard delivery for new instrument hires is 2 weeks **subject to availability**. At busy times of year (July-September) delivery times may be longer (customers will be advised of likely delays). In particular, instruments ordered between 20th June and until 20th August will be delivered in during the first two weeks of September. Instruments ordered after 20th August and by 30th September, will be delivered by October half term. The hire charge is a fixed fee which contributes towards servicing and delivery of instrument and does not relate to a weekly charge. As such, where ordering/delivery occurs during the term, the full hire fee applies.
- 4.6 Instrument hire will not be credited for missed lessons (the pupil is still able to practice).
- 4.7 Instruments will not be released until payment for the first term's hire has been received.
- 4.8 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 Severn Arts at the end of the hire period.
- 4.9 Instruments requested will be delivered to the pupil's school and will be marked with the pupil's name and the Severn Arts identification mark.
- 4.10 Shoulder-rests, replacement reeds and strings, and other accessories and expendables are not included in the hire fee.
- 4.11 Instruments needing repair must be notified to the Severn Arts office. Routine maintenance and repairs are carried out by the Severn Arts workshop. Severn Arts will not reimburse customers who make their own arrangements for repairs to Severn Arts instruments.
- 4.12 Instruments hired from Severn Arts remain the property of Severn Arts, and ownership cannot be sold or transferred by the hirer.
- 4.13 Instrument Insurance & Responsibility
- 4.13.1 Hired instruments will remain the responsibility of the account payer (the hirer).
 - 4.13.2 Instruments are insured for theft and accidental damage.
 - 4.13.3 Where the theft or loss of an instrument occurs:
 - I. Thefts must be reported by the hirer to the police within 2 working days of the incident and a crime number obtained.
 - II. The hirer must also report the theft/loss to the location where it occurred (e.g. if from a hotel: report to reception, if from a venue: report to the box office, if from a coach/bus/train, report to the company etc).
 - IV. The hirer must then report the incident to Severn Arts within 5 working days of the event providing written confirmation that the incident has been reported (including the crime number) and that the relevant premises have been searched for the instrument. **Failure to do so may invalidate the claim and will result in the hirer being held financially liable for the loss.**
 - 4.13.5 Uninsured losses: There is no cover for instruments stolen which have been put at risk through lack of care by the hirer or which have been left in an unattended vehicle – even if the vehicle is locked/alarmed. Where such losses occur, the hirer will be liable for the cost of replacement of the instrument.
 - 4.13.6 If the child and/or hirer wishes to take instrument(s) out of the country for the purposes of trips/tours, they must notify Severn Arts in writing beforehand including dates, destination, a breakdown of instrument and I.D. numbers and staff responsible in order for approval by Severn Arts's insurer.

- 4.14 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 Severn Arts office in order for this notice period to commence.
- 4.15 Where hire is cancelled during the term, the hirer will be liable for the full term fee.
- 4.16 The Customer is liable for the full replacement cost of the instrument as well as hire cost should debtor accounts fall into arrears.

5. Area Music Centre and Central Ensemble Membership

- 5.1 Ensemble membership must be applied via the online registration form (paper copies can be sent out at request where the payer does not have internet access) following successful audition/recommendation. Membership must be applied for directly to Severn Arts office and the child may not attend rehearsals until the registration form and payment for first instalment has been received (it is a legal requirement for Severn Arts to hold parental consent details, medical details and include the child on the ensemble register **prior** to attendance in order to fulfil safeguarding and insurance obligations. Children who do not apply in advance and 'turn up' will not be able to take part in rehearsal and will be turned away.
- 5.2 Payment of the first ensemble subscription instalment must be paid at the time of registration, preferably online (including the words '**New Member**' in the invoice number box) or by phone to the Severn Arts office. Applications via post should include a cheque made payable to **Severn Arts**. Pupils in receipt of Free School Meals are eligible to apply for remission of the subscription fee which should. In these cases, the remission form should accompany the registration for approval in place of payment.
- 5.3 Withdrawal from a Central Ensemble before the end of the academic year is only permitted in exceptional circumstances and with the written permission of Severn Arts Deputy Head. On these occasions subscriptions already paid are non returnable. A completed **Cancellation Form** needs to be returned to the Severn Arts office for consideration.
- 5.4 **Ensemble fees are a yearly subscription and not chargeable either per week or per term.** Ensemble fees are a contribution towards the running costs of the whole Severn Arts ensemble and performance program and therefore are neither partially nor wholly refunded for non-attendance.
- 5.5 The annual fee will be invoiced in 3 equal instalments during the academic year. **These instalments do not relate to a charge for the term in which they are invoiced and are non-refundable.**
- 5.6 New starters at Area Music Centre: if new starters at Area Music Centre decide after 2 sessions, that they do not wish to continue, Severn Arts will waive the subscription charge. If a child attends beyond 2 sessions and later decides not to continue, charges will apply.