

Terms and Conditions between NMPAT and Schools in the Direct Billing of Parents Scheme

First Access Projects (including First Access Continuation Projects, Whole Class National Curriculum Teaching and other music education services)

1. **Scheduled First Access projects:** other than in exceptional circumstances, scheduled projects cannot be rearranged and a cancelled project will attract full payment.
 - a. Where schools are unable to accept a project visit because of unavoidable closures (e.g. training days, school visits, pandemic or epidemic, etc.) every effort will be made to provide an additional visit, but this is not always possible within an academic term.
2. **Length of Project:** First Access projects are delivered across a 10 week term, which will usually include a performance in the final week of the project.
3. **First Access Grant:** Once a project has been agreed, the cost of the project will be offset against the grant figure for the school. Any additional charge will be invoiced in the term of the project. Any residual grant will be spread equally across the remaining chargeable periods to be used as a discount against other services.
4. **Term of contract - Whole class teaching and other music education services:** Other than in exceptional circumstances, this Agreement is for an academic year. Requests for alterations of contract within the academic year will be agreed where capacity allows (for increases) or where alternative work can be found for the teacher (for decreases).
5. **Teaching weeks:** Whole Class National Curriculum teaching is charged over the whole academic year, with an expectation that NMPAT teachers will be available to the school each week of the year that they are required.
6. **Levels of delivery:** NMPAT expects to deliver National Curriculum teaching and First Access projects to a whole class.
7. **Refunds:**

Where lost teaching time is created by school or classroom closures or pupil absence relating to the coronavirus pandemic, and where the NMPAT teacher was available to work, no refund will be provided.

Where lost teaching time is created by the inability of NMPAT teachers to deliver (e.g. due to the coronavirus pandemic), then subject to potential 'catch up' referred to in 1a. above, NMPAT will provide a refund against the lost teaching time.

Small group and Individual music tuition

Parental contract

- The school agrees to write to parents, and to follow up, in order to establish the initial communications between NMPAT and the parents of students learning or wishing to learn music in school.
- The contract for the provision of lessons by NMPAT teachers is between NMPAT and individual parents of each student.
- Where the school agrees to provide support (pupil premium etc.) to individual students, the school agrees that NMPAT will reduce fees charged to the parent and the school agrees to reimburse NMPAT for the discount given by NMPAT to individual parents.
- NMPAT will collect fees due from parents and the school will have no responsibility for unpaid fees.

Missed Lessons

- NMPAT asks for commitment by the school to release students for their music lessons wherever possible, and to assist NMPAT in any unresolved disputes which arise with parents as a result of NMPAT's inability to catch up lessons lost due to school activity conflict or non-release of students from curricular activities.
- Where schools are unable to accept instrumental or vocal teachers on its site due to pandemic or epidemic related reasons, NMPAT will be unable to accept cancellations or make refunds to the school or to parents for resulting lessons they are unable to catch up.
- Where lessons are missed through the fault of the Trust, for example in cases of a teacher's sickness, schools must (as far as possible and by negotiation) be prepared to accept teachers on an alternative date to make up lessons to the maximum of 33 per year.
- Where schools are unable to accept NMPAT teachers because of unavoidable closures e.g. training days or school activities e.g. sports days or trips, at least one month's notice should be given, in writing, to the NMPAT office.

Facilitation

- The school agrees to provide suitable rooms and facilities for the delivery of music lessons in school time (including 'catch up').
- The school will pass on relevant correspondence from parents and will inform NMPAT if children intend to be absent for lessons.
- NMPAT will provide the school with a list of students and will agree, in broad terms, a timetable for lesson delivery. Teachers will continue to plan their individual students in co-operation with the school.
- The school agrees to help maintain a list of students interested or potentially interested in receiving music lessons.
- The school agrees that NMPAT may distribute literature to students already learning as well as to students who may be interested in learning and the school will facilitate the distribution of such literature. NMPAT undertakes to agree the content of marketing literature with the school prior to distribution.

Pupil Profiles

NMPAT Teachers will write a Pupil Profile for each student during the second part of the spring term. These will be shared with schools during the first part of the summer term and we ask that they are distributed to parents before May half term.

Conditions of Supply – General

Payment terms

Invoices for First Access projects, Whole Class National Curriculum teaching and music education services will be sent to schools by the third week of a chargeable period (11 weeks) and these must be paid to NMPAT by the end of the sixth week of the chargeable period. The Trust reserves the right to charge a late payment fee of £50 or 2% of the invoice amount (whichever is higher) if there is late payment.

Reporting

The school agrees that NMPAT is a 'joint data controller' for the purposes of the Data Protection Act (DPA) and the General Data Protection Regulations (GDPR) and agrees to share data necessary for NMPAT to report to DFE, via Arts Council England (ACE) and to meet any reporting obligations to the relevant local authority under the Child Licensing regulations.

Parties

NMPAT's contract for the provision of First Access projects, First Access Follow On projects and Whole Class National Curriculum teaching is with the school and with no other person. Where small group or individual tuition is provided, the school invites NMPAT to enter a direct relationship with the parent and NMPAT will contract directly with the parent in respect of those services.

Dispute

In cases of dispute, schools should make direct contact with the Trust's Chief Executive.

Privacy Policy Summary and data protection

- NMPAT's privacy policy is available on our website and our agreement with the school is subject to the information contained in that policy: www.nmpat.co.uk/privacy
- NMPAT are committed to protecting the personal information of your students and their parents and being transparent about the information we hold.
- We collect personal data such as name, address, telephone number, date of birth and medical conditions.
- This is used by NMPAT in order that we may fulfil our contractual obligations to you by providing your students with their music education, whilst ensuring the wellbeing of your students while in our care.
- We do not use external data processors in respect of our contract with schools. We will not engage any data processors in respect of our contract with schools without first seeking the approval of schools.
- We will comply with reasonable requests by the school to conduct audits of our compliance with our contractual obligations and will permit their suitably qualified representatives to do so.
- NMPAT is registered under the Data Protection Act 1998 as a Data Controller under number Z3016160.
- Our registered charity number in England & Wales is 1145643 and we are also registered as a company in England & Wales under registration number 7738151.

These Terms and Conditions are reviewed annually by NMPAT.

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