

# Terms and Conditions

Bolton Music Service (BMS) (a business unit within Bolton MBC) will provide tuition at the school named on the application form under the following terms and conditions.

## 'Music Service Direct' weekly lessons / Platinum Lessons

1. Parents/carers and pupils are subject to the terms and conditions as laid down by BMS as detailed below, and agree to abide by these terms and conditions.
2. BMS reserves the right to change teaching personnel, lesson times and pupil groupings where necessary and to notify parents and schools of any changes to these lesson arrangements. We always work closely with the school to agree suitable lesson times.
3. Lessons will take place in school during the normal school day. If you have booked a shared lesson your child will be grouped according to experience and ability by the BMS teacher in groups of 2 to 3 pupils.
4. As soon as your registration for lessons has been accepted by us, we will confirm this via the portal. You will then need to accept the offer of lessons for these to take place.
5. By registering online, you are agreeing to pay by Direct Debit, that you are the named account holder of the account to be debited and that no other signature apart from your own is required to authorise the setting up of Direct Debits on this account. If a second signature is required they must also sign the Direct Debit mandate before you return it to us. Payments by Direct Debit run from October – June over 9 months.
6. If for any reason you wish to cancel your child's lessons, notice must be provided direct to Bolton Music Service in writing (post or email) according to the cancellation dates below. We will be unable to accept cancellations via your child's teacher.  
BMS cancellation deadlines:  
**To stop lessons at the end of the Autumn term you must give written notice by 30<sup>th</sup> November**  
**To stop lessons at the end of the Spring term you must give written notice by 31<sup>st</sup> March**
7. Teachers will deliver 32 lessons for the academic year 2022/23. Any lessons missed by pupils cannot be refunded unless due to illness lasting for two weeks or more and accompanied by a doctor's note. Lessons not delivered by the teacher will be rearranged as necessary. If a teacher has not been available for 32 lessons during the year, a refund will be available at the end of the academic year for the missing lessons.
8. You will need to clear any outstanding debt you have with BMS before this direct debit commences. If however, you choose not to do this and we allocate a lesson to your child, then you are agreeing to any sums remaining on your account being added to your direct debit payments and these will be collected over the first three months.
9. Pupils are responsible for the safe keeping of their musical instrument and Bolton Metropolitan Borough Council does not accept responsibility for any loss or damage to such instruments.
10. Progress reports will be provided via homework diaries, interim reports in the Spring Term and a full report at the end of the Summer Term. Parents / carers will also be invited to meet with BMS at our annual parents' evening.

11. Any complaints should be sent in writing to: Mrs Carolyn Baxendale, Head of Service, Bolton Music Service  
[carolyn.baxendale@bolton.gov.uk](mailto:carolyn.baxendale@bolton.gov.uk)

## Instrument Loan Scheme Terms and Conditions

1. The hire of a BMS instrument requires that the named pupil has lessons from BMS, or that they regularly play the instrument in a Bolton Music Centre Ensemble.
  2. The instrument is to be returned immediately should the pupil cease receiving lessons through BMS, or if they leave the relevant Music Centre Ensemble. Failure to return the instrument when requested will result in a charge for the full replacement cost. Late return will also result in a penalty charge.
  3. The instrument, including the bow or mouthpiece where applicable, and its case will at all times remain the property of BMS and may be recalled for inspection at any time.
  4. BMS will withdraw the instrument and case from the pupil if instrumental tuition ceases and may do so if in BMS's opinion the instrument is not looked after adequately.
  5. The instrument will be issued in good playing order. The cost of replacing strings, rosin, reeds, grease or oil as necessary must be the responsibility of the parent/carer.
  6. BMS will be responsible for general maintenance of the instrument as a result of fair wear and tear.
  7. The parent/carer must accept responsibility for the proper care and safeguarding of the instrument on loan.
  8. In the event of damage to, or loss of, the instrument or case BMS must be informed immediately. Under no circumstance should a parent or carer attempt to repair the instrument. Parent/Carers will be responsible for the cost of repairs up to and including full replacement cost. Late return will also result in a penalty charge. BMS may, in its sole discretion, in individual cases waive these charges.
  9. Parent/Carers are expected to arrange insurance cover for instruments on loan.
  10. The instrument must not be used by any person other than the student to whom it is on loan.
  11. Loaned Instrument Hire Fees will be included in your monthly MSD direct debit unless you have opted to pay the amount in full at the start of the hire period (non-refundable). For instrument hire only you will be required to pay the amount in full at the start of the hire period (non-refundable).
  12. If you wish to terminate your hire at the end of the summer term then you must return the instrument in the last week of the Summer term. Failure to do so will result in a late return penalty charge or the full cost of the instrument.
  13. Cancellation Policy – To return the loaned instrument, please contact BMS office tel. 01204 333533 to arrange a suitable return date.
- All instruments must be collected from and returned to:  
Bolton Music Service

Signed \_\_\_\_\_ Date \_\_\_\_\_