



LUKE PICKETT

CHARGING AND REMISSIONS POLICY

Issued: July 2020

Review Date: July 2021

For academic year September 2020 - July 2021 charges are as follows:

Service	Charges per hour (or part thereof)
Individual and small group instrumental teaching* ¹	£37.00
Large group instrumental teaching (8 pupils or more)* ¹	£42.00
First Access* ²	£42.00
Instrument hire (brass only)	£52.00 per year
Music Theory	£37.00
Conducting/Music Directing	£42.00
Whole class singing/vocal ensembles	£42.00
Curriculum Teaching	£46.00
GCSE & A Level Consultancy (when available)	£42.00
Supply Teaching	£130 full day / £75 half day

*¹ Subsidy is available from [Wiltshire Music Connect](#) for pupils in receipt of remissions.

*² Subsidy is available from [Wiltshire Music Connect](#) for all schools.

- There is a discount of £2.50 per hour on all time over 8 hours per week on all services, excluding supply teaching.
- The minimum order is 30 minutes per week, which can be made up of a mixture of services. For supply teaching the minimum order is half a day.
- If your school is more than 15 miles from Trowbridge, Luke Pickett reserves the right to add an additional charge for any order less than two hours.
- Arranging (writing) music for ensembles may attract an additional charge, to be agreed as necessary.
- Should you need to change your order during the year this can be arranged, providing at least 4 calendar weeks' notice is given. Full terms and conditions can be found in the Appendices.
- Subsidy is available from [Wiltshire Music Connect](#) for pupils entitled to remission. See the 'Subsidy and Remissions' section for further details.
- All fees are inclusive of PPA and set-up time. In the case of Curriculum Teaching the fee is also inclusive of discussions with class teachers for annual report writing in line with school requirements.
- Subsidy and instrument hire must be booked through [Wiltshire Music Connect](#). Luke Pickett will assist with the completion of the necessary paperwork and will contact schools/parents/carers upon booking to facilitate this.

For instrumental teaching and music theory, payment is to be made directly from parents. For all other services schools will be invoiced directly. Invoices will be raised termly in advance, based on a three-term year. If payment has not been received by the deadline stated on the invoice, Luke Pickett reserves the right to cease delivery of the service until payment is received. Payment can be made via BACS transfer to the account listed on the invoice.

See Appendix 1 for full terms and conditions regarding payment for parents.

See Appendix 2 for full terms and conditions regarding payment for schools.

SUBSIDY AND REMISSIONS

Instrumental brass and recorder teaching

Schools booking an Associate Provider at a rate between £28.64 - £39.25 per hour can:

- Access instruments at reduced rates for their pupils (subject to availability)
- Claim subsidy from [Wiltshire Music Connect](#) for some categories of pupil for 15 minute individual, 20 minute paired or 30 minute paired lessons:
 - **100% reduction in fees** for pupils who are **Looked After/In Care (LAC)** – this is through a partnership with Wiltshire Virtual School.
 - **70% reduction** for pupils eligible for **Pupil Premium** (including those entitled to **Free School Meals**).
 - **70% reduction** for pupils with **Special Educational Needs and/or a Disability**
 - **40% reduction** for pupils who schools classify as **vulnerable for other reasons** and who are **unlikely to take up (or continue) lessons as a result of economic or social circumstances**. This is at the school's discretion.
 - Note that there is no option for a 15 minute individual lesson on the booking form for parents. If pupils are entitled to subsidy, parents should select a 20 or 30 minute paired lesson option. If a suitable pairing cannot be found, pupils will be allocated a 15 minute individual lesson.
 - The amounts of remission are set in blocks and do not vary if other music teachers are charging different rates.
 - Further remission will be considered on a case by case basis for pupils in the above categories who really need a longer lesson.
 - The majority of pupils in the county (and who don't need financial support) are therefore paying the real cost of their tuition and that cost is no longer vulnerable to cuts in public funding. The real cost is £37.00 per hour.

- Pupils in receipt of remission will be getting their provision for less than they have previously through Wiltshire Music Service and at a level which is set to be sustainable over a period of time.
- Subsidy must be claimed in advance through [Wiltshire Music Connect](#), in conjunction with the provider. Luke Pickett will liaise with schools to set up meetings to assist with this.

First Access

Schools booking an Associate Provider (First Access) at no less than £40.80 per hour can:

- Request First Access instrument sets from [Wiltshire Music Connect](#) Music Education Hub at a subsidised rate (subject to availability).
- Claim subsidy based on the following:
 - Schools with a **Year 3 intake of up to 30 pupils** can claim £5.34 per session for their first 30 minutes of tuition
 - Schools with a **Year 3 intake of 31-60 pupils** can claim £8.01 towards 60 minutes of tuition
 - Schools with a **Year 3 intake of 61 pupils or more** can claim £10.69 towards 90 minutes of tuition

Levels of subsidy are calculated on a school's intake in Year 3 but the provision itself does not have to be for Year 3 pupils.

- The real cost to the school for a standard 30 minute session charged at £42.00 per hour therefore becomes £15.66.
- Subsidy must be claimed in advance through [Wiltshire Music Connect](#), in conjunction with the provider. Luke Pickett will liaise with schools to set up meetings to assist with this.

Review

This policy will be reviewed annually.

Date: July 2020

Mr Luke Pickett
Peripatetic Teacher



Appendix 1

General Terms and Conditions for the supply of music tuition to pupils (or their parent or guardian if under 18)

1. Lessons

The Teacher will give tuition during school terms (term dates will be specified by the Teacher in accordance with Condition 3). The Teacher will give the lessons at the time and location specified overleaf and the Teacher will reserve this time slot for the Pupil. The Teacher reserves the right to change the time of the lesson from that specified overleaf. In exceptional circumstances the Teacher reserves the right to give lessons in alternative locations and timeslots, including online.

2. Payment of fees

The Pupil (or the Pupil's parent or carer) will pay the fees for each school term (three term year) in full on or before the first lesson of the school term. Payment will be made either via cheque, made payable to 'Mr Luke Pickett', or preferably via BACS transfer to the account listed on the invoice. Payment can also be made via Paypal – a charge will be applicable for this, which will be detailed on the invoice.

Reference: Invoice Number and Pupil Surname.

Fees are subject to an annual increase. In the event of another pupil ceasing lessons in a paired or group situation it is possible that costs will rise in the next school term. The Pupil (or the Pupil's parents or carer) will be notified of any change in fee or lesson type. If the Pupil (or the Pupil's parent or carer) then wishes to amend or withdraw their agreement they may do so by giving four calendar weeks' notice in writing without penalty.

3. Lesson timetable

Before the first lesson of each term, the Teacher will give the Pupil (or the Pupil's parent or carer) written confirmation of the dates and times of all lessons during that term. The Teacher reserves the right to change the time of the lesson.

4. Missed lessons

The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher chooses not to do so because of exceptional circumstances. If the Teacher cancels a scheduled lesson, the Pupil (or the Pupil's parent or carer) may choose between (i) carrying the lesson forward, if available; (ii) receiving a replacement lesson, if available; or (iii) receiving a refund of the lesson fee.

5. Examinations, competitions and public performances

The Pupil will not be entered for any examination, competition or public performance without the prior consent of both the Teacher and the Pupil (or the Pupil's parent or carer, where appropriate).

6. Termination of tuition

This Agreement may be ended by mutual consent at any time by both signatories to it signing and dating a written statement to that effect.

Where fees are not paid on time, the Teacher reserves the right, entirely at the Teacher's discretion, to terminate this Agreement with immediate effect by giving written notice of termination to the Pupil or Pupil's parent or carer. This right to terminate is without prejudice to any other rights the Teacher may have.

Either signatory to this Agreement may terminate the Agreement by giving notice in writing to the other signatory at least four calendar weeks before the end of a school term (three term year) for the termination to take effect at the end of that term. Such termination will take effect at the end of a term only (three term year) and not at any other time. If the Teacher gives notice to terminate tuition at the end of a term in accordance with this Condition the Teacher will continue to provide lessons until the end of that term.

7. Failure to give notice

Unless terminated under Condition 6 above, this Agreement shall continue from term to term (and therefore year to year). If the Pupil (or the Pupil's parent or carer) fails to give full notice to terminate this Agreement in accordance with Condition 6(c) above and the signatories have not agreed to terminate the Agreement in accordance with Condition 6(a) above, the following charges will be made in lieu of notice:

- (a) Where the notice given is less than that required under Condition 6(c), but is four calendar weeks or more before the start of the next school term (three term year): 50% of the fees for the next school term (three term year);
- (b) Where the notice given is less than four calendar weeks before the start of the next school term (three term year): 100% of the fees for the next school term (three term year).

If the Pupil stops attending lessons during a term, the Pupil (or the Pupil's parent or carer) is not entitled to a refund of any fees paid for that school term (three term year). The Pupil is entitled to attend any lessons paid for.

If the Teacher stops lessons without giving the correct notice specified in Condition 6(c) above the Teacher shall refund any fees already paid for any lessons not given.

8. Force Majeure

The Teacher shall not be liable to the Pupil (or Pupil's parent or carer) for any delay in or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, widespread outbreak of disease or declared epidemic or pandemic, civil commotion, chemical, biological or nuclear contamination or terrorist act. The Teacher will charge for any scheduled lessons which the Pupil does not attend, unless the Teacher chooses not to do so because of exceptional circumstances. The Teacher will endeavour to either make up missed sessions or offer alternative provision but is under no obligation to do so.

9. Conduct

If the Teacher, using his reasonable discretion, feels unable to continue tuition on account of conduct by the Pupil or anyone connected with the Pupil, the fees for any outstanding lessons will not be refundable.

10. Changes

- (a) Any changes to the terms of this Agreement must be confirmed in writing by both the Teacher and the Pupil (or the Pupil's parent or carer).
- (b) If the Teacher chooses to waive any right or remedy under this Agreement or otherwise (for example, if the Teacher chooses to waive fees for any lessons which the Pupil (or any other pupil) does not attend) this shall not mean that he must do so in future or that he waives any other rights or remedies, unless agreed in writing in accordance with Condition 9(a) above.

11. Communication between the parties

For the purposes of this Agreement written notice must be given on paper or by email.

12. Governing law and jurisdiction

This Agreement shall be subject to the laws of the jurisdiction of the location for the lessons (specified above) and the signatories to this Agreement agree that any dispute relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.



Addendum to Agreement for Private Music Tuition: Online teaching

This Addendum is hereby and herewith incorporated into the Agreement for Private Music Tuition between Luke Pickett (The Teacher) and the Pupil (or Pupil's Parent/Carer if under 18) and will come into force in the event lessons take place online.

1. Location of lessons

The Teacher shall give lessons to the Pupil in accordance with the Agreement. If the Teacher and the Pupil cannot meet in person at any physical location in the Agreement for reasons beyond the control of the parties, tuition will be given to the Pupil via an online platform as agreed by the parties for a period to be agreed by the parties in writing during which the terms of this Addendum will apply. If the location given in the Agreement is 'Online' all lessons shall be given online in accordance with the terms of the Agreement and this Addendum.

2. Timetable and duration of lessons

The lesson timetable and lesson duration shall be as specified in the Agreement. The Teacher and Pupil (or Pupil's Parent/Carer) may agree to vary the timetable and duration of lessons subject to written confirmation by each party to any agreed changes.

3. Additional lessons

The Teacher and Pupil (or Pupil's Parent/Carer) may agree at any time to schedule additional online lessons, which shall be paid at the current pro rata hourly rate.

4. Pupil's teaching environment and equipment

4.1 The Pupil (or Pupil's Parent/Carer) shall be responsible for a suitable location for online tuition.

4.2 The Pupil (or Pupil's Parent/Carer) shall be responsible for provision of technology suitable for the online tuition and shall ensure that any applications or other technology specified by the Teacher for the tuition is installed and tested before online lessons commence. The Teacher is not responsible for the loan or supply of any equipment or materials, unless agreed in writing in advance.

4.3 The Teacher is not liable for any delays or disruptions caused by technical difficulties of whatever nature at the Pupil's home or their location for the lessons. The teacher shall not be required to make up any time lost through such incidents.

4.4 The Teacher is not liable for any damage, technical faults or failures of equipment and software belonging to the Pupil (or Pupil's Parent/Carer).

5. Safeguarding

5.1 The parties agree that safeguarding in the online environment is of paramount importance and agree that they shall observe best practice and professional guidance (such as advice to teachers from the ISM) in safeguarding and child protection at all times.

5.2 The Pupil (or Pupil's Parent/Carer) agrees to follow any safeguarding requirements specified by the Teacher. These can be found in The Teacher's [Safeguarding & Child Protection Policy](#).

5.3 The Pupil, if aged 18 or under, will not contact the Teacher directly by any means for whatever reason: all communications relating to the lessons shall be made between the Pupil's Parent/Carer and the Teacher preferably by email.

5.4 Inappropriate behaviour or use of inappropriate or unlawful materials during the lessons by the Pupil may result in the Teacher terminating the lesson immediately and the teacher reserves the right to terminate the agreement with immediate effect, in which case the Teacher shall not be required to refund any fees previously paid.

6. Other

All other terms in the Agreement shall remain unaffected and remain in full force.

Appendix 2

General Terms and Conditions for the supply of services to schools

1. Definitions

- 1.1 "The agreement" is defined as the order received for services purchased from the Service Provider.
- 1.2 "The Service Provider" is defined as Luke Pickett providing the service as described in *Luke Pickett Teaching Services for Schools*.
- 1.3 "The School" is defined as the Headteacher and/or the Chair of Governors and/or the School Business/Finance Manager.

2. General Statement of Intent

- 2.1 The Service Provider will deliver services as set out in *Luke Pickett Teaching Services for Schools*.
- 2.2 The School will provide information as required and meet target dates.

3. Services to be provided

- 3.1 The terms and conditions apply to services described in *Luke Pickett Teaching Services for Schools*.
- 3.2 Both the School and the Service Provider agree to treat the agreement as if it were a binding contract.
- 3.3 Orders submitted via email will be treated as signed booking forms.
- 3.4 In providing all or some of the services, the Service Provider shall comply with all statutory or other regulations applicable to the provision of the relevant services.

4. Duration

- 4.1 For subscription services (year-long and music theory) the Service Provider will deliver the services until the end date specified in the relevant service schedule/order form, or if not specified, until receipt of due notice in accordance with clause 6.
- 4.2 Thereafter, the agreement, and the terms and conditions, are open-ended and will continue annually until either the School or the Service Provider provides a minimum of four calendar weeks' notice of intention to change.
- 4.3 For Pay as You Go services (supply and consultancy), the time for delivery of the services will be agreed by the Service Provider and The School when the request is made.

5. Charges

- 5.1 The Charges payable for each Service ordered are as set out in the "Fees and Payments" section of *Luke Pickett Teaching Services for Schools*, order forms, and associated invoices, or as otherwise agreed between the parties in writing.
- 5.2 Fees payable in relation to services purchased will be charged termly (three term year) in advance by invoice; therefore invoices will be due for payment in September, January and April.
- 5.3 The School agrees to administrate the subsidies provided by Wiltshire Music Connect. This will involve an application form, a data return, receipt of monies, and payment to the Service Provider. Fees payable in relation to pupils receiving subsidies will be charged termly (three term year) in advance by invoice according to the dates mentioned in 5.2.

- 5.4 Same-day Supply Teaching will be invoiced in arrears.
- 5.5 Invoiced fees are payable within 14 calendar days of the invoice date.
- 5.6 Any queries regarding invoices must be registered in writing with the Service Provider within one week of the invoice date.
- 5.7 The Service Provider reserves the right to withdraw services in the event of failure to pay the fees due.
- 5.8 The School will make a suitable room available on the dates and times agreed for use by the Service Provider in delivering the services required. There will be no charge for the use of the room unless agreed by both parties in writing in advance.

6. **Alteration to and withdrawal from services by Schools**

- 6.1 The School may withdraw from or buy into any services by providing at least four calendar weeks' notice of intent before the end of a school term (three term year) for the termination to take effect at the end of that term (three term year) or the commencement to take effect from the start of the subsequent term (three term year). Such termination will take effect at the end of a term only (three term year) and not at any other time.

7. **Alterations and withdrawal of services by the Service Provider**

- 7.1 The Service Provider may offer additional or amended services at any time.
- 7.2 The Service Provider may withdraw or modify the whole or any part of the service at any time if there is insufficient demand for the relevant service.
- 7.3 The School will be notified of any change in the description or price of any service it is purchasing. If the School then wishes to amend or withdraw its agreement it may do so by giving four calendar weeks' notice in writing without penalty.

8. **Variation to level of service initiated by the School**

- 8.1 Additional services may be requested at any time by contacting the Service Provider. All requests for additional services are subject to availability.
- 8.2 Any variation to a request for services is subject to four calendar weeks' notice.

9. **Cancellation of specific dates**

- 9.1 If the School wishes to cancel any pre-booked Service it may do so by telephone or in writing giving a minimum of four calendar weeks' notice. The Service Provider will attempt to re-schedule the work to the School's satisfaction but is under no obligation to do so.
- 9.2 Dates cancelled at less than four calendar weeks' notice will incur payment of the agreed fee.
- 9.3 Should the Service Provider become unavailable for an agreed date then a new date will be agreed with the School or, if the School prefers, a suitably qualified alternative found.
- 9.4 Should the Service Provider become unavailable for an agreed date and a suitable alternative arrangement not agreed then the Service Provider will repay to the School the agreed fee for this date. The Service Provider will not reimburse any further cost the School incurs as a consequence.
- 9.5 The Service Provider will charge for any scheduled lessons which pupils do not attend, unless the Service Provider chooses not to do so because of exceptional circumstances.

- 9.6 Should a training course recruit insufficient numbers to make it viable, the Service Provider may cancel the course, without penalty, giving minimum notice of five working days.
10. **Failure to give notice**
- 10.1 If the School fails to give full notice to amend or terminate an agreement in accordance with the above clauses, the following charges will be made in lieu of notice:
- (a) Where the notice given is less than that required under Condition 6, but is four calendar weeks or more before the start of the next school term (three term year): 50% of the fees for the next school term (three term year);
 - (b) Where the notice given is less than four calendar weeks before the start of the next school term (three term year): 100% of the fees for the next school term (three term year).
- 10.2 If a pupil stops attending lessons in the middle of a term, neither the School, the pupil, or the pupil's parent or guardian is entitled to a refund of any fees paid for that term. The pupil is entitled to attend any lessons paid for.
- 10.3 If the Service Provider stops lessons without giving the correct notice specified in clauses 7 and 9 above, the Service Provider shall refund any fees already paid for any lessons not given.
11. **Force Majeure**
- 11.1. The Service Provider shall not be liable to the School for any delay in or non-performance of its obligations under the agreement arising from any cause beyond its control including, without limitation, any of the following: Act of God, governmental act, war, fire, flood, explosion, widespread outbreak of disease or declared epidemic or pandemic, civil commotion, chemical, biological or nuclear contamination or terrorist act.
- 11.2 If the School is closed due to any cause beyond its control fees will be paid in full for any missed sessions. The Service Provider will endeavour to either make up missed sessions or offer alternative provision but is under no obligation to do so.
12. **Limit of Liability**
- 12.1 The Service Provider is not liable for any loss that the School may suffer as a result of the School making use of a service.
- 12.2 The Service Provider cannot undertake to provide a service where materials, for instance, have not been returned to it by other schools.
- 12.3 The Service Provider cannot provide the relevant service if it does not receive the necessary information and orders from the School by the required deadlines.
13. **The School's devolved responsibilities**
- 13.1 If the School chooses to make its own provision for any services described in this document, it will need to take account of its statutory and specific responsibilities.
14. **Customer Care**
- 14.1 The Service Provider will exercise all reasonable care in the performance of its duties as described.
- 14.2 Any complaints, difficulties or suggestions should be directed in the first instance, in writing, directly to the Service Provider.
- 14.3 All written correspondence from either the School or the Service Provider will be acknowledged within three working days during term time. Correspondence will be answered within five working days during term time.