

Terms & Conditions of the Music Service Level Agreement

PARTIES

This Music Service Level Agreement (SLA) is made between the school (the Client) and the Tri-borough Music Hub (the service provider, TBMH). Both parties agree to act in good faith and in a reasonable and timely manner with regard to the operation of the Agreement.

DURATION

By signing to undertake a SLA with the TBMH, the school understands that tutors will be booked based on their requests, and must agree to honour the commitment. If the school wishes to alter the booking request submitted, they must undertake a conversation to establish the feasibility, next steps and timeline. If no agreement can be made, schools will be charged for any cancelled lessons. The School must give at least one term's paid notice of any cancellation to teaching (or have given notice by the half-term break).

When the TBMH receives requests from school they will undertake timetabling of tutors. If the TBMH is in a situation where they are unable to honour the SLA with available tutors, they will engage in conversation with the school to find a resolution.

- The duration of this SLA is effective for **three terms** between 1st September until 31st July unless agreed otherwise between TBMH and school.
- The School must give at least one term's paid notice of any cancellation to teaching (or have given notice by the half-term break).
- There will be 10 lessons taught per term.

Note: any additional teaching hours or weeks above the agreed service provision must be arranged in advance between schools and Tri-borough Music Hub Managers. Schools must not engage Hub tutors in private arrangements.

INTENT

The purpose of this arrangement is to provide schools with the opportunity to purchase additional high quality instrumental/vocal tuition, support, training and/or advice on all aspects of music provision. The Tri-borough Music Hub will work collaboratively with schools to support the selection of instrumental tuition programmes that best meet the needs of the individual school.

SERVICES OFFERED TO THE CLIENT

- A full range of services offered to clients has been shown
- There is a Provision request sheet within this document which must be submitted in advance (timescales will vary according to term)
- The programme of tuition selected will be agreed between the school and the service.

Note: Provision may be dependent on the availability of tutors with the appropriate lead or support skills necessary for the specific roles, and instrument stock. Measures will be swiftly taken to recruit tutors for an area of need that is not covered by the current tutor pool.

TRI-BOROUGH MUSIC HUB RESPONSIBILITIES

The Tri-borough Music Hub shall:

- a) Ensure that all programmes will be planned and monitored.
- b) Ensure that the agreement between the school and the service provider with regard to the programme required is fully understood.
- c) Ensure that the school is kept fully informed of any changes or concerns that may arise in order that action can be taken as soon as possible. This is particularly important if it is perceived that additional support be needed.
- d) Provide the school with high quality instrumental tuition, support, advice and/ or training through the provision of a well-trained, well informed and professional team.
- e) Commission additional services/ providers if required to meet the needs of the school.
- f) Support rigorous self-evaluation and continuous improvement in each school.
- g) Promote high quality teaching and learning.
- h) Facilitate collaborative partnerships between schools which identify, build upon and disseminate excellent and effective practice.
- i) Ensure that all staff have satisfied the required safeguarding checks for work with children and young people.
- j) Ensure the school is notified, when a tutor is ill and unable to attend, by 9.30am on the named day.

DELIVERING THE SERVICE

The services will be delivered by instrumental/vocal tutors from the Tri-borough Music Hub tutor pool, Lead Teachers, or Managers.

SCHOOL RESPONSIBILITIES

To enable the service provider to deliver a service of the highest quality, the Client shall:

- a) Ensure that the exact requirements of the service purchased are agreed in advance with the TBMH by, at least, the end of the term prior to the commencement of the provision.
- b) Agree all teaching dates in advance with the TBMH tutors – please refer to recommended TBMH teaching dates
- c) Ensure that agreed dates are honoured and that notification of essential cancellation is reported at least one week in advance via email to the TBMH and affected tutors. Schools will be charged for late cancellation (less than 7 calendar days).
- d) Comply with any requests for information to enable the monitoring and evaluation of the service
- e) Ensure that the requirements of the tutor are met so that the service can be delivered effectively and efficiently. These requirements are listed below:
 - i. a designated fixed school-adult (preferably a class teacher) [*with the required instrumental skills*](#) to be present at all times during delivery of whole class sessions and actively involved with the learning
 - ii. learning support assistants remain in the class during the session to support the music learning of their pupils
 - iii. a suitable room be provided for the delivery of the tuition, that is of adequate size for the activity, free from distraction and any obstacles, where it is appropriate to play music without disturbing other activities in school
 - iv. the room provided to be consistent every week, with prior notice of any room changes, and suitable alternatives provided if strictly necessary
 - v. equipment agreed to be in place for the efficient delivery of the tuition be present for the beginning of each session for which it is required: some examples may be:

- interactive whiteboard, overhead projector, CD player, instruments, sheet music resources and accessories
- vi. a suitable space be provided where instruments can be stored safely away from any risk of damage through heat, damp and obstruction. (Schools will be expected to reimburse the cost of repairing or replacing loaned instruments or instrument parts that are either lost or damaged due to wilful neglect or poor handling by pupils, or inadequate storage arrangements.)
 - vii. follow-up tasks, as can be reasonably expected to be performed by the class teacher before the start of the next session, are completed on time to allow the smooth running of the next session. Some examples may be: labelling instruments; providing children's name stickers; copying of written resources
 - viii. the school will undertake to meet the cost of replacement accessories (e.g. clarinet reeds, violin strings) incurred during the course of tuition
 - ix. the school will undertake to meet the cost of damage or repair to Tri-borough Music Hub loan instruments caused by wilful neglect or inadequate storage arrangements during the period of the loan
 - x. use of school wifi to access online teaching resources
- f) Respond as may reasonably be expected, to requests for the submission of data required for the purposes of monitoring and self-evaluation of the service, and for Arts Council returns for which continued central funding depends.
 - g) Honour the agreement between the school and the Tri-borough Music Hub for the provision of rigorously selected, skilled tutors
 - h) Not inappropriately seek to employ the same TBMH tutors by private agreement to work directly for the school, within an 18-month period of the tutor(s) working in the school.

QUALITY AND REVIEW

Schools' feedback is actively sought and schools are encouraged to feedback directly to the Tri-borough Music Hub Leadership team.

CHANGE CONTROL

- This Service Level Agreement will be reviewed on an annual basis to ensure it remains appropriate for the service it provides and the requirements it places on the wider organisation.
- Further activities may be incorporated into the SLA as the needs of both parties develop, and the service has to adapt to accommodate changes in need, or take on additional roles.

BILLING AND PAYMENT

- The school will be invoiced on a termly basis.
- Invoices for additional services bought during the year, will be sent separately by the Tri-borough Music Hub.

CHARGING PRINCIPLES

Please note that Tri-borough Music Hub charges cover all personal on-costs involved with recruitment of staff and reflect the specialist training, experience and skill of the tutors.

RESOLVING DISAGREEMENTS

Any concerns or complaints about the level or quality of the services should be made to:
Jane Da Costa, Tri-borough Music Hub Deputy Head
Lyric Hammersmith, King Street, London, W6 0QL
Tel: 020 3745 6024
Email: Jane.DaCosta@rbkc.gov.uk

If the school wishes to take the matter further, they should appeal in writing to:
Stuart Whatmore, Head, Tri-borough Music Hub
Lyric Hammersmith, King Street, London, W6 0QL
Tel: 020 3745 6027
Email: stuart.whatmore@rbkc.gov.uk

Any concerns or complaints by school staff or children and young people about treatment by Tri-borough Music Hub staff should be made in the first instance to the Headteacher of the school.

If mutual confidence in the continuation of the SLA cannot be restored, either party may terminate it by giving three months' notice (or have given notice by the half-term break).

CONTACT DETAILS

The Tri-borough Music Hub is based at the Lyric Theatre, Hammersmith and can be contacted as follows:

- 020 3745 6024
- [@TBMHmusic](https://www.instagram.com/TBMHmusic)
- www.triboroughmusicclub.org

To discuss new SLA requests please email MusicSLA@triboroughmusicclub.org

Our Team:

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|-------------------|----------------------------------|
| • Stuart Whatmore | Head |
| • Jane Da Costa | Deputy Head |
| • Hannah Keohane | Instrumental Provision Manager |
| • Sophia Allen | Vocal Provision Manager |
| • Alex Wood | Business Manager |
| • Shannen Knutsen | Administrator |