

## **Sandwell Inspired Partnership Services Education Ltd**

### **Music Centre Membership - Terms and Conditions**

#### **1. These Terms**

##### **1.1 What these terms cover.**

- 1.1.1 These are the terms and conditions on which we supply academic term-time group music centre membership ensemble services ("**services**").
- 1.1.2 Bookings for our services may only be made online via the People's Box Office website at <https://www.thepeoplesboxoffice.com/sipsmcm> ("**the website**"). The People's Box Office acts as our payment processor.
- 1.1.3 By making a booking on the website you confirm that you have parental responsibility for the child or children for whom you are booking the services and that you are at least 18 years old.
- 1.1.4 We accept full academic term bookings for our services. We do not accept one-off, ad hoc or part-academic term bookings for our services.

- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### **2. Information About Us and How to Contact Us**

- 2.1 **Who we are.** We are Sandwell Inspired Partnership Services Education Ltd an industrial and provident society company registered in England and Wales. Our company registration number is IP031729 and our main trading address is at Guardian House, Cronehills Linkway, West Bromwich, West Midlands, B70 8GS.
- 2.2 **How to contact us.** You can contact us by telephoning us on 0121 296 3000 or by writing to us at [enquiries@sips.co.uk](mailto:enquiries@sips.co.uk).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### **3. Our Contract With You**

##### **3.1 How we will accept your order**

- 3.1.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

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3.1.2 We will not accept your order until you have paid the membership fees in advance for the upcoming academic term for which you are booking services.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, your selected regular ensemble session is already fully booked or because we have identified an error in the price or description of the services.

4. **Your Rights to Make Changes**

If you wish to make a change to the services you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **Our Rights to Make Changes**

We may change the services to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a security threat.

6. **Providing the Services**

6.1 If your child has not attended any of our music ensemble sessions before, we may at our discretion allow your child to attend a trial music ensemble session before you commit to purchasing your child's music centre membership. If you decide not to purchase music centre membership for your child then no membership fees will be payable by you in respect of your child's attendance at that initial trial session.

6.2 If your child has attended our music ensemble sessions before then we may at our discretion allow your child to attend the first music ensemble session of a new academic term without membership fees for the new academic term having been paid but your child may not attend any further music ensemble sessions until membership fees have been paid in full for the new academic term.

6.3 When you place your booking, you will indicate:

6.3.1 the date(s) of birth of the child or children for whom you are booking services;

6.3.2 the current school year group of the child or children;

6.3.3 the instrument(s) played by your child or children; and

6.3.4 the ensemble session your child will commit to attend on a regular (usually weekly) basis.

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- 6.4 Subject to payment of our membership fees and with effect from the start of the relevant academic term, your child or children for whom you have booked services will be entitled to attend each music ensemble session we hold which is applicable to each child's age group and instrument, in addition to the regular session indicated pursuant to clause 6.3.4 provided that there is sufficient capacity in each such additional music ensemble session. If you would like your child to attend additional music ensemble sessions, please let us know and we will confirm availability. If a session you are interested in is full, we will keep your child's name on a waiting list and contact you when a place becomes available. Our ensemble session timetable is available on SIPS' website at: <http://sandwellmusic.org/ensembles/area-ensembles/>.
- 6.5 We will supply the services until the end of the academic term for which you have paid membership fees or until the earlier of:
- 6.5.1 you ending the contract as described in clause 10; or
- 6.5.2 us ending the contract by written notice to you as described in clause 11.1 or elsewhere in these terms.
- 6.6 We only provide the services during term-time. A list of term dates is available on SIPS' website at: <http://sandwellmusic.org/wp-content/uploads/2019/07/Music-Centre-Dates-and-Concerts-2019-2020.pdf>
- 6.7 We will run 27 ensemble sessions per academic term ("**Guaranteed Sessions**").
- 6.8 **We are not responsible for delays outside our control.** If our supply of the services is delayed or prevented by an event outside our control (e.g. adverse weather conditions, safety issues at premises where the services are to be provided or strikes) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay and we will take all reasonable steps to provide the services. Provided we do this we will not be liable for delays caused by the event, but if the services are not provided at all on a scheduled date, you may attend an alternative ensemble session as part of your music centre subscription (subject to availability as described in clause 6.4). If by the end of the relevant academic term, we have not provided your child with the opportunity to attend at least the number of Guaranteed Sessions specified in clause 6.7 due to reasons outside of our control then you may contact us to receive a 50% refund for any shortfall in Guaranteed Sessions made available. Please note that our obligation is only to provide your child with the opportunity to attend Guaranteed Sessions so that if an ensemble session goes ahead but your child cannot make the date (or any re-arranged date), our obligation to make the Guaranteed Session(s) available is still met. The dates of all ensemble sessions are available on SIPS' website at: <http://sandwellmusic.org/ensembles/area-ensembles/>.
- 6.9 **What will happen if you do not give required information to us.** We need certain information from you so that we can supply the services, for example (and without limitation) a completed student registration form and ensemble registration form. This requirement is stated in the description of the services on the website.

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We will also contact you to ask for this information. If you do not give us this information before the services are due to commence, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying all or any part of the services if this is caused by you not giving us the information we need.

**7. Behaviour**

- 7.1 We reserve the right to exclude (temporarily or permanently, at our discretion) any child for any reason including (without limitation) inappropriate parent or child behaviour, illness or bullying.
- 7.2 During any period of suspension, no refunds will be provided for any services you have paid for but not received.

**8. Our Obligations**

- 8.1 We will:
  - 8.1.1 provide the services using reasonable care and skill; and
  - 8.1.2 inform you about any accidents involving your child or children which occur whilst we are providing the services.
- 8.2 We have a duty to respond if we suspect that a child may be suffering from or makes a disclosure about abuse. In this event, we will follow Sandwell safeguarding procedures.

**9. Your Obligations**

- 9.1 You will:
  - 9.1.1 provide an instrument for your child or, if your child's musical instrument is provided by us, ensure that your child brings that musical instrument to each rehearsal unless otherwise arranged;
  - 9.1.2 ensure that your child or children behave sensibly and respectfully both to our staff and other children;
  - 9.1.3 complete a student registration form and an ensemble registration form in respect of your child or children and provide the same to us before we provide the services;
  - 9.1.4 inform us promptly about any changes to the information provided in the registration forms;
  - 9.1.5 ensure that your child or children do not bring valuable personal items to our sessions;

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- 9.1.6 collect or arrange for your child or children to be collected at the finish time for the ensemble sessions your child or children attend ("**Collection Time**");
  - 9.1.7 inform us about any allergies or medical conditions suffered by your child or children;
  - 9.1.8 notify us promptly (providing as much advance notice as possible) if your child or children will not be attending their regular ensemble session indicated pursuant to clause 6.3.4.
- 9.2 You agree that if your child is involved in an accident whilst participating in our sessions, he/she will be treated by a qualified first aider and we will use all reasonable endeavours to contact you as soon as possible. You give your permission for us to sign any medical consent forms to enable your child to receive necessary urgent medical treatment in your absence.
- 9.3 You acknowledge that by making a booking for our services, you consent for your child or children to participate in the activities described as forming part of the services on the website.
- 10. Your Rights to End the Contract**
- 10.1 You **do not** have a legal right to change your mind within 14 days and receive a refund under the Consumer Contracts Regulations 2013. This is because the exemption described in recital 49 to the Consumer Rights Directive applies which states that where contracts involve the setting aside of capacity which, if the contract were cancelled, the trader may find difficult to fill, those usual statutory cancellation rights do not apply.
- 10.2 If you wish to end the contract for a reason set out at clauses 10.2.1 to 10.2.2 (below) the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
- 10.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to; or
  - 10.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed.
- 10.3 To end the contract with us, please let us know. You can contact us by telephoning us on 0121 296 3000 or by writing to us at enquiries@sips.co.uk or to our address stated above.
- 10.4 The contract will automatically come to an end at the end of the academic term for which you have paid membership fees.

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**11. Our Rights to End the Contract**

- 11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if you do not provide us with information that is necessary for us to provide the services, for example, the information described in clause 6.9.
- 11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 11.3 We reserve the right to end the contract with you immediately by giving notice to you if your child or children's behaviour becomes such that the wellbeing and safety of our staff or other children are threatened. If we end the contract pursuant to this clause 11.3 we will refund any money you have paid in advance for services we have not provided (provided we can fill your child's place in their regular ensemble session) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of our ending the contract for these reasons.
- 11.4 We reserve the right to end the contract with you immediately by giving notice to you if your child or children are collected after the Collection Time on more than two occasions. If we end the contract pursuant to this clause 11.4 we will refund any money you have paid in advance for services we have not provided (provided we can fill your child's place in their regular ensemble session) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of our ending the contract for these reasons.
- 11.5 We may end the contract by giving you 1 month's written notice. We will provide a refund for any services you have paid for but not received.

**12. If There Is a Problem With the Services**

If you have any questions or complaints about the services, please contact us. You can contact us by telephoning us on 0121 296 3000 or by writing to us at enquiries@sips.co.uk or to our address stated above.

**13. Price and Payment**

- 13.1 Membership fees are payable termly in advance. You must pay for the services before we start providing them and at the time you place your order via the website.
- 13.2 **Where to find the price for the services.** The price of the services (which includes any applicable discount available at the time you place your order) will be the price indicated on the order pages on the website when you placed your order. We take all reasonable care to ensure that the price of the services advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the services you order.

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- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, our services may be incorrectly priced. We will normally check prices before accepting your order so that, where the services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 13.4 **We can charge interest if you pay late.** If you make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.5 Unless otherwise stated in these terms or unless otherwise agreed with us in writing, no full or partial refunds will be made if your child or children do not attend to receive the services.
- 13.6 We will make any refunds due to you in accordance with these terms as soon as possible and within 14 days of cancellation or occurrence of the relevant event triggering your entitlement to a refund. As an alternative to a providing a refund, we may instead provide a credit to your account to the value of the refund but we will agree this with you before doing so.
- 13.7 **Offers and discounts**
- 13.8 On occasion, we offer our customers certain offers and discounts, details of which can be found on the website. Any applicable offers or discounts available to you at the time you make your booking will be shown on the website.
- 13.9 We reserve the right to amend or withdraw any of our offers and discounts at any time at our discretion.
14. **Late collection**
- 14.1 If your child or children are not collected at the Collection Time, we will attempt to contact you. If we cannot make contact with you, we will attempt to contact the other named contacts on your registration form.
- 14.2 If 30 minutes after the Collection Time we have been unable to contact you or any other named contact on your registration form, we will contact social services.
15. **Our Responsibility for Loss or Damage Suffered By You**
- 15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will

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happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 15.3 We do not accept responsibility for loss or damage to any valuable items (including musical instruments) brought to our sessions by your child or children. We reserve the right to remove valuable items from your child or children's possession and retain them until the end of the session.
16. **How We May Use Your Personal Information**
- We will only use your personal information as set out in our privacy statement at: <http://sandwellmusic.org/privacy-policy/>.
17. **Other Important Terms**
- 17.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 17.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.
- 17.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled



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any complaint, you may want to contact the alternative dispute resolution provider we use. Please contact us for details. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.