



## Terms and Conditions for Academic Year 2024-2025 Musical Schools Membership with Bristol Beacon

These terms and conditions form the basis of a contract between Bristol Beacon (BB) and Member schools. Members are subject to and agree to these terms and conditions. Bristol Beacon reserves the right to vary these terms and conditions at any time and without notice.

### 1. Annual Membership fees

- 1.1. Bristol Beacon shall invoice the Member for the Annual Membership Fee (or, where applicable, the Renewal Fee), which the Member shall pay in full and in cleared funds to the bank account nominated in writing by BB:
  - within thirty (30) days of the date stated on the invoice, or
  - on such other timetable for payment as has been agreed between the school and BB.
- 1.2. Bristol Beacon reserves the right to cancel the membership without cause within the first 30 days of the membership. In the event of this happening, the member school shall receive a refund in full.
- 1.3. The Member can cancel the membership without cause within the first 30 days of the membership. In the event of this happening, the member school shall receive a refund in full. Members are unable to cancel membership after this period.

### 2. Bookings and cancellations

- 2.1. A Member may submit a booking request at any time during the term, which shall be deemed an offer to purchase Membership services. BB cannot guarantee the availability of services on any given day and no booking request shall be deemed to be accepted by BB until a written confirmation (including via email) is issued by BB, at which point the booking request shall be a "Booking" and the Member shall pay the agreed upon membership fee.
- 2.2. If the Member requests a quotation for services, any quotation issued by BB shall be an indication of the price only and shall not be a booking (and in no way binding on BB) until a booking request is submitted and BB has issued written confirmation that this has been booked.
- 2.3. The Whole Class Ensemble Continuation rate is available only for key stage 2 year groups that continue with the same instrument, the continuation fee cannot be assigned to a different year group or instrument.
- 2.4. BB may at any time before the date on which the services are to be supplied, cancel, alter or delay a booking by giving written notice to the Member. In such circumstances, BB will use reasonable endeavours to agree an alternative date and, if the parties are unable to do so, BB shall reimburse in full any charges already paid by the Member in respect of that booking.
- 2.5. Members will give BB 30 days' notice prior to either cancelling a booking or renewing the membership at the end of the academic year.



2.6. Members will give BB 7 days' notice prior to cancelling a session delivered as part of the program. Members will be asked for payment if this notice is not given.

2.7. Members will give BB one terms notice prior to cancelling multiple sessions. Members will be asked for payment if this notice is not given.

**Bristol Beacon will:**

- use reasonable endeavours to make the Membership benefits available to the Member.
- supply the services with reasonable care and skill.
- use reasonable endeavours to supply the services in accordance with these conditions in all material respects.
- use reasonable endeavours to observe all health and safety, safeguarding and security requirements that apply at any of the Member's premises and that have been communicated to it, provided that it shall not be liable under these conditions if, as a result of such observation, it is in breach of any of its obligations under these conditions; and
- use reasonable endeavours to ensure that all employees, agents, subcontractors, and consultants engaged to provide the services hold any licences or consents required by any Applicable Laws, including, for the avoidance of doubt, enhanced DBS, identity and right to work checks.

**Bristol Beacon Musical Schools Members will:**

- co-operate with BB in all matters relating to the services.
- appoint a member contact to be responsible for the services and promptly notify BB if the member contact changes.
- provide, for BB, its agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to the Member's premises, office accommodation, data and other facilities as required by BB to provide the Services
- provide to BB in a timely manner all documents, policies, information, items and materials in any form and ensure that they are accurate and complete.
- inform BB of all health and safety, safeguarding and security requirements that apply at any of the Member's premises,
- promptly notify BB of any requested changes to a booking.
- ensure that all the Member's premises are in good working order and suitable for the purposes for which it is used in relation to the services, including providing classroom support from a member of teaching staff, ideally the class teacher, to assist with classroom management during the provision of any services.
- obtain and maintain all necessary licences and consents and comply with all Applicable Laws as required to enable BB to provide the services,



- keep and maintain BB's equipment in accordance with BB's instructions from time to time and shall not dispose of or use the BB's equipment other than in accordance with BB's written instructions or authorisation.

**Signed for and on behalf of (MEMBER NAME):**

Signature.....

Date.....

Name (Block Capitals).....

Position.....

**Signed for and on behalf of Bristol Beacon:**

Signature.....

Date.....

Name (Block Capitals).....

Position.....

**Complaints Procedure**

For details of how Bristol Beacon manages complaints please email [Elizabeth.connell@bristolbeacon.org](mailto:Elizabeth.connell@bristolbeacon.org).

**General Data Protection Regulations (GDPR)**

For details of how Bristol Beacon manages and protects personal data please refer to the Bristol Music Trust Privacy Policy <https://bristolbeacon.org/policies/privacy-policy/>