

## TERMS AND CONDITIONS FOR BYMT **SCHOOL** PROGRAMMES

The Service Level Agreement is for the academic year 2020-2021

BYMT provides 30 sessions a year unless additional hours are requested.

### **Payment Terms and Notice Period**

Requests for increases of hours within the academic year may be agreed where capacity allows.

Half a term's notice must be given for cessation of all services (except Band on the Run).

A Band on the Run project requires a term's notice due to the complex nature of staffing the project. If less than a term's notice is given you will be invoiced 50% of the project fee.

If a BYMT teacher is unwell or unable to teach, they will contact the school office and rearrange the session. If this is not possible, the school will not be charged for the missed session. In the event of an absence BYMT will make every reasonable effort to supply a substitute teacher if requested.

In the case of a cancellation of a lesson or ensemble due to unforeseen school closure (e.g. snow, pandemic etc) the teacher and school will try to reschedule the lesson where possible. However, where this is not possible, we will be unable to reimburse for any missed sessions.

If a teacher is not informed in advance of a timetable change, e.g. a class trip, and arrives to teach, the school will be invoiced for that time.

If a signed copy of this agreement is not returned to BYMT, we will take this as tacit acceptance of these terms and conditions.

### **Invoicing**

BYMT will invoice the school each term for the duration of this SLA. Settlement is required within 14 days.

### **Safeguarding**

In the event of a **Safeguarding issue**, BYMT teachers would be directed to liaise with the Designated Safeguarding Lead (DSL) for the School and BYMT. The BYMT DSL (Mrs Sue Brown) [safeguarding@bymt.co.uk](mailto:safeguarding@bymt.co.uk) would liaise with the School DSL as required and forward information to the Principal/Headteacher and, if necessary, the Local Authority Designated Officer (LADO).

### **All BYMT staff are:**

Subject to a safer recruitment process and enhanced DBS disclosures are checked every 3 years (see appendix 1).

Trained in safeguarding children and young people and receive updates annually.

Expected to wear BYMT identification.

Expected to attend CPD provided by BYMT and to keep up to date with developments in their practice.

Compliant with GDPR regulations on handling personal data.

**BYMT Staff are expected to:**

Have a coherent scheme of work for projects, as appropriate.

Plan sessions with shared deliverers, as appropriate.

Discuss progress with schools and teachers.

Support schools with concerts as far as possible.

Contribute to assessments once a year if requested.

**Schools are expected to:**

Ensure that there is a designated person who liaises with BYMT teachers and makes them feel welcome as members of staff in the school.

Inform BYMT in advance of any variations to the Service Level Agreement e.g. extra hours/sessions.

Ensure that BYMT teachers are aware of relevant dates in the school calendar, e.g. INSET days, school trips, concerts and similar.

Provide BYMT teachers with all relevant medical and social information about pupils and Health and Safety information relating to your site.

Provide BYMT teachers with a register including any SEND or medical information and a copy of the school behaviour policy (merits/green card etc).

Be responsible for any BYMT instruments loaned to the school for the duration of the project and understand that any damage/losses will be invoiced for.

Be responsible for the registration of pupils and dismissal at end of the day.

Ensure there is an appropriate space and environment for the project or teaching to take place, with suitable visibility for safeguarding purposes and where music making can take place without disturbing others.

Provide opportunities for concerts and sharing of work with parents and audiences, wherever possible.

Provide statistics as and when requested to enable BYMT to complete the Annual data return as

required by DfE via Arts Council England (ACE).

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BYMT reserves the right to amend its Terms and Conditions and will inform schools accordingly.

**Complaints:** If you have any concern or complaint regarding your BYMT teacher, please discuss this with Jessica Rabin [jrabin@bymt.co.uk](mailto:jrabin@bymt.co.uk) in the first instance. Should she be unable to resolve the issue BYMT complaints procedure can be found [here](#)