



# Hillingdon Music Services – Terms & Conditions

Website terms and conditions for the supply of music tuition

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## 1. TERMS & CONDITIONS

1.1 Please read these Terms carefully and make sure that you understand them and your obligations before entering into a legal commitment to purchase Music Tuition or Music Ensemble Classes for your child.

1.2 Please note that before enrolling your child for Music Tuition or Music Ensemble Classes you, as the child's parent or legal guardian, will be asked to agree to these Terms. If you do not accept these Terms, you will not be able to enrol your child for Music Tuition. You should print a copy of these Terms or save them to your computer for future reference.

1.3 We may amend these Terms from time to time as set out in clause 7. If we make any amendments to these Terms, we will write or email you to tell you of the changes and

the date on which the changes shall take effect. We shall also update these Terms on our website.

1.4 These Terms will apply to the contract between us for the provision of Music Tuition or Music Ensemble Classes you have chosen for your child.

1.5 The contract for Music Tuition or Music Ensemble Classes will continue until it is brought to an end only under the provisions of Clause 9.

1.6 These Terms were most recently updated in November 2024 and published in (July 2025).

## 2. INFORMATION ABOUT US

2.1 We are HILLINGDON MUSIC SERVICE, which is a part of Hillingdon Council, which operates the website.

2.2 Hillingdon Council's main office is at Civic Centre, Uxbridge, UB8 1UW.

If you have any query, you can contact us at [music@hillington.gov.uk](mailto:music@hillington.gov.uk).

## 3. HOW THIS CONTRACT BETWEEN US IS FORMED

3.1 Our website explains the steps you need to take to complete an application for your child to receive Music Tuition or Music Ensemble Classes. Please take the time to read and check your application before submitting to us.

3.2 We will confirm our acceptance of your application for Music Tuition or Music Ensemble Classes by sending you an email that confirms that your child has been added to the relevant waiting list.

3.3 The contract between us will be formed when your child receives the first Music Lesson or attends the first Music Ensemble (as may be the case) and it will be from this date your rights in relation to cancellation as set out in clause 9 shall commence.

## 4. DEFINITIONS

4.1 For the purpose of these Terms and Conditions and other administrative operations, Hillingdon Music Service operates under a three-term academic year.

4.2 By “**School term**” we mean either of the three terms namely:

4.3 The “**Autumn term**” which is the first day of the school academic year in September until the last day of school before the School Christmas holidays begin;

4.4 The “**Spring Term**” which is the first school day after the end of the School Christmas holidays until the last day of school before the School Easter holidays begin; and

4.5 The “**Summer Term**” which is the first day of school after the end of the School Easter holidays until the last day of the academic year.

4.6 “**Standard Tuition**” refers to tuition that is normally taught in small groups of two or three for 20/30 minutes at a time.

4.7 “**Advanced tuition**” is taught on a one to one basis for 30 minutes.

## 5. MUSIC TUTION

5.1 Where you have selected instrumental Music Lessons for your child, we will arrange:

5.1(a) the provision of a minimum of 30 instrumental Music Lessons for your child over the academic school year, or pro-rata for those starting after the start of the academic year. The lessons will be held periodically over each of the school terms; or

5.2 Where you have selected a Music Ensemble for your child

5.2(b) the provision of a minimum of 30 Music Ensemble sessions for your child over the academic school year, or pro-rata for those starting after the start of the academic year. The Music Ensembles will be held periodically over each of the school terms.

5.3 We shall provide suitably qualified music teaching staff (who have been vetted in accordance with Hillingdon Council’s recruitment procedures) to provide the appropriate Music Tuition or Music Ensemble Classes at the school your child attends or at the Music Centre we nominate. We reserve the right to change the nominated Music Centre. If we do this, we will contact you to let you know of the change of venue in advance.

5.4 If the music teacher delivers the Music Tuition or Music Ensemble Classes during the school day, this may mean that your child must leave his / her classroom activities for the duration of the music lesson. By entering into this contract, you accept that this may occur and consent to such arrangement. Where possible, the music teacher or the School will rotate the delivery of the Music Tuition or Music Ensemble Classes to minimise the impact that regular routine absence from the same lesson each week would otherwise cause.

5.5 We shall make all reasonable efforts to secure continuity of the music teaching staff but reserve the right to substitute the teacher in the event of staff absence due to sickness, maternity leave, teacher’s resignation or other valid reason. In the event that the member of Music Service staff we have assigned is unavailable (for any reason) to

conduct a music lesson at the school or nominated music centre and a substitute replacement teacher or lesson cannot be arranged, we shall, credit your account for any lessons paid for but not received and any adjustments will be made on your following invoice. No direct refunds will apply in these circumstances. However, if there will be no further invoices from us to you because your contract with us has been terminated in accordance with these Terms, you will be entitled to a refund under clause 10.

5.6 We shall, having regard to your child/s age and music ability, group your child's instrumental music lesson with other children of similar age and music ability who have enrolled for instrumental music lessons / music ensembles. (Please note this only applies to Standard Tuition).

5.7 If, in the reasonable opinion of our music teacher, we consider that there is benefit in the duration of the Music Lessons being extended, we shall notify you and request your agreement to meet any consequential increase of Music Tuition Charges that may arise as a result.

5.8 We may increase the charges for the Music Tuition or Music Ensemble Classes to reflect any projected annual increase in our administrative and related costs of providing the Music Tuition or Music Ensemble Classes. If we exercise our right to increase the charges for Music Tuition or Music Ensemble Classes, we shall notify you in advance of the increase coming into effect either by email or by notice published on our website.

5.9 If your child is unable to attend Music Tuition or Music Ensemble Classes you shall remain liable for payment of the Music Tuition or Music Ensemble Charges unless (in our absolute discretion) we agree to rearrange lessons.

5.10 If your child is unable to attend Music Tuition or Music Ensemble Classes due to exceptional circumstance (ie long-term injury or illness/absence from school), we will consider waiving these fees or provide a credit or refund. Please notify [music@hillington.gov.uk](mailto:music@hillington.gov.uk) and provide any supporting evidence (ie medical evidence) to enable consideration of this request. Each case will be reviewed on the circumstances before a refund/ credit note is issued.

5.11 We reserve the right (at any time) to give immediate notice to terminate this contract. We shall exercise our right if you fail to comply with your obligations under this contract or if, due to your child's:

(a) poor attendance

(b) repeated or persistent failure to bring their instrument and/or their music to their lessons

(c) disruptive or anti-social behaviour

5.12 If notice of termination is given, we shall not be under any obligation to refund any Music Tuition or Music Ensemble Charges you have paid.

5.13 If a child has not brought their instrument or sheet music to their lesson for 3 lessons or more in a given term, the teacher reserves the right to turn them away for the third and subsequent lessons where an instrument has not been brought.

## 6. PAYMENT

6.1 When enrolling for Music Tuition or Music Ensemble classes, you agree to a Rolling Contract of minimum 30 weeks throughout the academic year, or where enrolment occurs after the start of a term, an agreed number of weeks calculated pro-rata.

6.2 You will receive an invoice for 10 lessons (or a number agreed with you before or at the start of each academic term), for the specific Music Tuition or Music Ensemble charges for your child that will apply for that term.

6.3 Payment must be made in advance for lessons to commence, or continue each term.

6.4 All amounts due under this agreement shall be paid by you in full without any deduction, or in monthly instalments as agreed upon request. Payment must be made in advance before Music Tuition or Music Ensemble classes can commence. You will receive notification reminders from HMS via text and email using the details given by you in the registration process. If you do not make payment by the given deadline, your details will be passed to Hillingdon Council Finance Department for debt recovery and your tuition may be cancelled.

You can pay the Music Tuition Charges using a debit card or credit card online.

## 7. OUR RIGHT TO VARY OUR TERMS

7.1 We may amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

7.2 We may revise these Terms from time to time to reflect the way the Music Service operates, to reflect changes in law or for any other valid reason.

7.3 If we have to revise these Terms, we will contact you to tell you of the changes and, let you know how to cancel the contract if you are not happy with the changes to the Terms before the changes take effect.

## 8. EVENTS OUT OF OUR CONTROL

8.1 We will not be liable or responsible for any failure to perform, or any delay in performance of, any of our obligations under this contract that is caused due to an “Event Outside Our Control”.

8.2 An Event Outside Our Control means any act or event beyond our reasonable control and includes, without limitation, strikes or other industrial action by third parties, storm, flood, epidemics, pandemics or other natural disaster.

8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this contract:

- a) we will contact you as soon as reasonably possible to notify you and tell you what has happened and whether we are able to put in place alternative arrangements; and
- b) if, due to the Event Outside our Control, we are unable to put in place alternative arrangements for the provision of continued Music Tuition and Music Ensemble classes our obligations under the contract will be suspended.
- c) For the avoidance of doubt, ‘alternative arrangements’ include providing Music Tuition or Music Ensemble Classes by way of an online or digital mode, and such delivery will be on the basis of the Protocol at Appendix A. Your failure to abide by that Protocol may result in the termination of the online lessons. In relation to online or digital mode delivery only, if there is any inconsistency between the Protocol and these Terms, the Protocol shall prevail.

## 9. CANCELLATIONS

9.1 To cancel this contract, you must send us a cancellation notice via email to [music@hillington.gov.uk](mailto:music@hillington.gov.uk), or by completing the form on our website: [Ending music lessons - Hillingdon Council](#). We will not accept a cancellation of the services by any other means.

9.2 You will still be charged for the provision of the service until you cancel by providing the notice in the prescribed ways highlighted at 9.1.

9.3 Your legal right to cancel this contract starts from the date when your child receives their first Music Lesson or attends their first Music Ensemble (as may be the case) and ends as stated in the table below.

Table 1

Your Contract	End of the cancellation period
Your contract is for the provision of Music Tuition over each School Term on a continuing basis	<p>The end date for your legal right to cancel under this clause is the end of 14 days after the day on which the first of the music lessons / music ensembles have been provided.</p> <p>Example: if we provide you with an enrolment confirmation on 1st September and your child receives their first Music Lesson on 10 September you may cancel at any time between 1 September and the end of the day on 24 September but you will be liable to pay for any Music Lesson(s) already received.</p>

9.4 If you wish to cancel Music Lessons or Music Ensemble classes at any time after the expiry of the period of your legal right to cancel as set out in Table 1 above, then you must give us written notice on or before the dates set out below, the contract between us will terminate on the date shown in the right-hand column of Table 2. You will only be liable to pay the Music Lesson Charges until the date the contract comes to an end.

Table 2

To cancel the contract at the end of the respective school terms set out below.	Notice to be received by no later than:	Teaching resumes in the following term:
Autumn term (September – December)	5pm, Friday 14 November 2025	Monday, 12th January 2026
Spring term (January – April)	5pm, Friday 27 February 2026	Monday, 13th April 2026
Summer term (April – July)	5pm, Friday 10 July 2026	Monday 14th September 2026 TBA

\*Academic year 2025-2026

9.5 If you fail to notify us of your intention to cancel Music Lessons or Music Ensemble classes in accordance with Tables 1 or 2, the following rules may apply:

a) In a particular term, if notice of cancellation is received after the date stated in Table 2, but before tuition or ensemble rehearsals resume in the following term, you will be given the opportunity to pay a cancellation fee of 50% of the full amount, and the option to attend half a term's lessons.

For example, the deadline for notices in the Autumn Term is 5pm, 14th November 2025. If we receive your notice to cancel before or by 5pm 14/11/25, your contract will terminate at the end of the Autumn Term. You will only be liable to pay for Music Tuition Charges until the end of the Autumn Term.

However, if we receive your notice after 5pm on 14/11/25, and before 12/01/26, you will be offered a reduced cancellation fee of 50% and the option to attend lessons for half the term. Your contract will terminate after this period has elapsed.

b) In a particular term, if notice of cancellation is received after the date stated in Table 2, and after tuition resumes, the notice will be treated as a notice to cancel at the end of the next school term.

For example, the deadline for notices in the Autumn Term is 14th November 2025. If we receive your notice to cancel before or by 5pm 14/11/25, your contract will terminate at the end of the Autumn Term. You will only be liable to pay for Music Tuition or Music Ensemble Charges until the end of the Autumn Term 2025.

However, if we receive your notice after 5pm on 15/11/25 and after 12/01/26, your contract will not terminate until the end of the following school term in March 2026. This means you will remain liable to pay for Music Lesson or Music Ensemble Charges until the end of the Spring Term 2026.

9.6 If we do not receive any notice of cancellation and your child does not attend lessons between the start of a term and the date notice of cancellation given in the same school term, (as shown in Table 2), we will assume that you wish to terminate Music Lessons or Music Ensemble classes at the end of that school term unless we are otherwise notified in writing.

## 10. REFUNDS

10.1 We will only consider issuing a refund on the merits of the circumstances of each case. Refunds are not immediately available or expected and is at our discretion.

10.2 Where notice of cancellation is given during the period referred to in Clause 9, we will refund Music Tuition or Music Ensemble Charges you have paid less the costs of any music lessons / music ensembles your child has received during the 14-day cancellation period (if any).

10.3 If we have been unable to provide Music Tuition or Music Ensemble classes in the circumstances described under clause 2.4 above and your child will no longer be receiving Music Lessons or Music Ensemble classes from us because the contract has been lawfully terminated, we will give you an appropriate refund (minimum £10) in respect of any Music Lessons which you have paid for and we were unable to provide.

10.4 We will endeavour to refund any moneys to you on the credit card or debit card used by you to pay.



## 11. ABSENCES

11.1 If your child is unable to attend Music Tuition or Music Ensemble Classes, you shall remain liable for payment of the Music Tuition or Music Ensemble Charges unless (at our absolute discretion) we agree to rearrange lessons.

11.2 We shall only consider rearranging these lessons or classes if the following circumstances apply:

**PLEASE NOTE: If you do not provide notice of these events as set out in table 3 below then these lessons will be forfeit and you will not receive a refund or rearranged lesson.**

**Table 3**

Circumstance	Notice required from You	Example
Short-term illness  If this occurs more than 3 times in any term we reserve the right to review and terminate your contract	2 days in advance, Monday-Friday via email to your child's teacher  NB Lessons on a Monday or Tuesday will require notification by 5pm on the preceding Friday	Lessons occur on a Wednesday. You must inform your child's teacher by 5pm on the preceding Monday.  Lessons occur on a Tuesday. You must inform your child's teacher by 5pm on the preceding Friday.
Planned school closure, school trips, INSET days or public exams	2 calendar weeks in advance via email to your child's teacher	Your child's school has an INSET day on 1st July. You must notify your child's teacher by 14th June

## 12. COMPLAINTS

12.1 If you have a complaint regarding the provision of Music Tuition or Music Ensemble Classes for your child under this Contract, or if you wish to complain about the service you have received, please contact the music service at ([music@hillington.gov.uk](mailto:music@hillington.gov.uk)) in the first instance. Following this, if you are not satisfied, please follow the complaints procedure [published on the Hillingdon Council website](#).

### 13. OTHER IMPORTANT TERMS

13.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the contracts (Rights of Third Parties) Act 1999 or otherwise.

13.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.4 Please note that these Terms are governed by English law. This means a contract for the purchase Music Tuition through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

### 14. HOW WE USE YOUR DATA

14.1 We shall, in the performance of our obligations under this Contract, comply with applicable Data Protection Legislation and shall only use your personal information in accordance with our Hillingdon Council Privacy Notice set out on our website

[https://www.hillingdon.gov.uk/media/621/Hillingdon-Councils-Privacy-Notice/pdf/i2Data\\_Protection\\_Privacy\\_Notice\\_2023.pdf?m=1676367466253](https://www.hillingdon.gov.uk/media/621/Hillingdon-Councils-Privacy-Notice/pdf/i2Data_Protection_Privacy_Notice_2023.pdf?m=1676367466253)