

# Djembe Drumming and Song Classroom Instrumental Learning

## Terms and Conditions 2024/2025

These Terms and Conditions govern the agreement between **All About Drumming (AAD)** and **The School** for the provision of Djembe Drumming and Song Classroom Instrumental Learning (CIL) services. These services will be provided in accordance with the outlined provisions, which both parties agree to upon signing.

## Definitions

- **Classroom Instrumental Learning (CIL):** This refers to the new term for **Whole Class Instrumental Teaching (WCIT)**, as outlined in the National Plan for Music Education, 2022.
- **Data Controller:** As defined under **Data Protection Legislation**.
- **Data Processor:** As defined under **Data Protection Legislation**.
- **Data Protection Legislation:** Refers to the **General Data Protection Regulation (EU) 2016/679 (GDPR)**, the **Data Protection Act 2018**, and any national laws or regulations that update or implement GDPR, including any successor legislation in the UK.
- **Data Subject:** As defined under **Data Protection Legislation**.
- **Adam:** Refers to **Adam Bailey**, who will be delivering the instrumental tuition within the school.
- **Personal Data:** As defined under **Data Protection Legislation**.
- **The School:** Refers to the educational institution where the Classroom Instrumental Learning (CIL) or Whole Class Instrumental Tuition (WCIT) programme is being delivered.
- **WCIT:** Refers to **Whole Class Instrumental Tuition**
- **Session:** Refers to a 45-minute class of djembe drumming and song tuition delivered to a whole class as part of the Classroom Instrumental Learning (CIL).
- **Bespoke Arrangements:** Refers to any special requirements or changes to the standard terms that have been discussed and agreed upon in advance by both parties.
- **Cancellation:** A session cancellation must be communicated by the School to AAD in accordance with the notice period outlined in these terms.

## Responsibilities of All About Drumming (AAD):



- **Provide Weekly Instrumental Tuition:**
  - Deliver 45-minute sessions of whole-class instrumental tuition (CIL or WCIT) for an average of 10 weeks per term, 30 sessions per year.
- **Refund for Missed Sessions:**
  - If AAD is unable to deliver the full 10 sessions in a term or 30 sessions in a year due to reasons not related to the school, the school will be eligible for a refund for the missed sessions.
- **Offer Additional Sessions:**
  - If the school requires more than 30 sessions, bespoke arrangements can be made at an additional cost.
- **Provide a Teaching Calendar:**
  - Provide a calendar showing the dates Adam will attend the school. Any weeks AAD cannot deliver a session will be listed in the calendar, and bespoke arrangements will be made where possible.
- **Notify of Session Cancellations:**
  - In the event Adam cannot deliver a session, he will contact the school via phone and email with as much notice as possible. The school will provide Adam with a contact number in case of illness or unforeseen circumstances, especially if the session starts early in the morning.
- **Ensure Compliance:**
  - Maintain an up-to-date DBS certificate, relevant safeguarding training, public indemnity insurance, and GDPR training.
- **Invoice the School:**
  - Issue invoices at the start of each term.
- **Discuss Bespoke Arrangements:**
  - Any bespoke arrangements must be made and agreed upon prior to signing the contract.
- **Performances:**
  - AAD will collaborate with the school to organise performances, ideally at the end of each term. The school will be responsible for assisting with venue arrangements, permissions, and any necessary student preparations.
- **Respond to Emails:**
  - AAD will make every effort to respond to emails within two business days.
- **Phone Availability:**
  - Adam will be unable to answer phone calls from schools whilst teaching. For urgent matters, schools can send a text message or email marked "urgent" for follow-up at AAD's earliest convenience.

- **Emergency Contact:**

- Adam is a registered carer for his wife, who has epilepsy. In the rare event of an emergency, indicated by a unique ringtone, Adam may need to take the call and may have to end the session prematurely.
- In such an event, the School will be entitled to either a replacement session or, if a replacement is not possible, a refund for the missed session.

## **All About Drumming (AAD) will not:**

- **Supply, Deliver, or Maintain Instruments:**

- Unless explicitly agreed upon before the project starts, AAD will not supply, deliver, or maintain instruments.

- **Be Responsible for Instrument Procurement:**

- While AAD can advise and help facilitate the school in procuring instruments, the school will remain responsible for the purchase and upkeep of instruments.

- **Provide Additional Activities:**

- AAD will not provide activities outside of the weekly 45-minute session delivery, such as break-time cover or additional sessions unless expressly agreed in advance.

## **The school will:**

- **Provide a Suitable Teaching Environment:** Ensure the classroom is ready for each session, including any necessary furniture arrangement and instrument set-up, which should be completed before Adam's arrival. The space should ideally include an interactive whiteboard, internet access, and a sound system. Requirements will be discussed during the first session, but schools can address any concerns beforehand.
- **Inform AAD of Schedule Changes:** Share any relevant dates (e.g., trips) that may affect weekly sessions as early as possible, preferably during the first meeting of the term.
- **Notify of Cancellations:** If a session needs to be cancelled, notify Adam as soon as possible by phone during business hours (8am-5pm) or by email outside of these hours. AAD will try to reschedule missed sessions, but if this isn't possible; Cancellations with **less than two weeks notice are not liable for refund**
- **Classroom Management Support:** Provide a staff member to assist with classroom management, who will act as a role model and engage in learning alongside the students.

- **Individual Learning Needs:** Discuss any individual learning needs prior to the commencement of the project, and collaborate with Adam to develop bespoke plans for students requiring adjustments. These plans can be reviewed and adjusted throughout the term/year.
- **Safeguarding and Policies:** Provide a copy of the school's safeguarding policies and contact details of the Designated Safeguarding Leads. Additionally, provide a copy of the school/class behaviour and reward policies.
- **Access to Facilities:** Allow Adam access to necessary school facilities, including toilets and the staff room, as needed.
- **Payment:** Payments not received within 30 days of invoice may incur interest at a rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is made in full.

## Notice Period

- Either party wishing to terminate this agreement before the end of the academic year must provide **written notice at least 5 weeks in advance**, clearly stating their intention to end the contract early.
- Where a contract is ended early, an invoice will be raised for the notice period and any outstanding charges.

## Data Protection

1. **Roles:** The School is the data controller, and AAD is the data processor for personal data related to the music tuition services.
2. **Data Collected:** AAD may process personal data, including student and parent details, attendance records, and any relevant special educational needs or health information for the purpose of providing music tuition.
3. **Purpose:** Personal data will be processed solely for the provision of music tuition and related services.
4. **Retention:** Personal data will be retained for the duration of the contract and in line with legal or educational requirements.
5. **Security:** AAD will implement appropriate measures to protect personal data, ensuring its confidentiality and security.
6. **Data Sharing:** Personal data will not be shared with third parties, except as necessary to provide the services or as required by law.
7. **Rights:** Data subjects have the right to access, correct, delete, or restrict the processing of their personal data.

8. **Breach Notification:** In the event of a data breach, AAD will notify the School within 48 hours.
9. **Transfers:** Personal data will not be transferred outside the UK/EEA without adequate safeguards.
10. **Compliance:** Both parties agree to comply with the applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

## Signatures of Agreement

By signing below, both parties agree to the terms outlined in this document. These terms are binding and govern the relationship between AAD and the School for the provision of music tuition services.

Signed on behalf of	All About Drumming (AAD)	The School
<b>Signature</b>		
<b>Name in Capitals</b>		
<b>Position</b>		
<b>Date</b>		