

# MILTON KEYNES MUSIC SERVICE



## OVERVIEW

This contract is between Milton Keynes Music Service and your school for the provision of Music Services required to support and sustain the objectives of the school and Music Service in accordance with the school's music curriculum and the DfE expectations.

This contract remains valid for the duration of the contractual period as referred to below unless superseded by a revised agreement mutually agreed by the Customer and Milton Keynes Music Service. Milton Keynes Music Service will provide the services as described below and as set out on the Order Confirmation. **All services are offered subject to availability.**

Please retain a copy for your records.

## TIMEFRAME AND REVIEW

The duration for this contract is from 1st September 2026 until 31st August 2027. All products and prices quoted cover this period. This contract will remain in effect for the duration of this period. All other projects will be subject to the same Terms and Conditions and the agreement will cover the length of the project.

## TRADING WEEKS

The Music Service offers Whole Class Ensemble Teaching (WCET), large group instrumental teaching and curriculum teaching to schools. For full details of services available, please refer to the Totally Music information at [www.miltonkeynesmusicservice.com](http://www.miltonkeynesmusicservice.com).

The service is offered over a minimum of 34 and a maximum of 36 weeks in the academic year in line with the Music Service calendar. This affords some flexibility over the 39-week academic year.

For Milton Keynes Music Service to meet our commitments to you, for securing staff and maintaining the strong levels of additional free support offered to our customers, all terms and conditions outlined in this contract are subject to the 34/36 week term of engagement.

## SUBSIDISED SERVICES

The Totally Music brochure outlines several subsidised services for schools, including:

- Subsidised rates for WCET.
- Free or subsidised CPD for all schools.
- Free instrument hire for pupils who continue playing their instrument after a WCET project.
- Subject Leader meetings for Primary, Secondary and SEND.
- Music Mark Membership (if a school is offering an excellent music education).
- An annual meeting with MK Music Service to discuss music provision.
- Roadshows/Concerts/Live Performances and Music Education Workshops.

This subsidy is provided through funding allocated by the DfE.

**To qualify for the subsidies schools must assist with completion of the annual data return on Music Education.**

**W:** [www.miltonkeynesmusicservice.com](http://www.miltonkeynesmusicservice.com) / **E:** [music@milton-keynes.gov.uk](mailto:music@milton-keynes.gov.uk)

# Milton Keynes Music Service Calendar

2026 to 2027

Music Service Training Days  
 Teaching Days  
 Non-teaching Days

School Holidays  
 Bank Holidays

Sep 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Dec 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Mar 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Apr 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jun 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jul 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# TERMS AND CONDITIONS OF SERVICE

Any changes to these Terms are valid only if agreed in writing between MK Music Service and the Customer.

## 1. APPOINTMENT

- 1.1** The customer engages MK Music Service, to provide music services in line with the terms and conditions of this contract.
- 1.2** The Customer and MK Music Service agree to work in accordance with the Music Order Confirmation which is drawn up in accordance with their order.

## 2. ORDERS

- 2.1** The quantity of the Services shall be as set out in the order form received from the school.
- 2.2** The minimum amount of time ordered for one teacher to visit must not be less than 1 hour. *(Exceptions may be made at the discretion of the Music Service)*
- 2.3** The total duration of weekly services outlined in the original order form, will be the duration used to calculate any reduction/cancellation of service outlined in the order confirmation.
- 2.4** It is the sole responsibility of the Customer to ensure the Services set out on the Order Confirmation meets its requirements.
- 2.5** It is the sole responsibility of the Customer to ensure that it has the financial resources to fulfil its obligations under the terms of the contract.
- 2.6** MK Music Service will endeavour to meet special requests notified to us on the order form. This is subject to mutual agreement and availability of teaching staff.
- 2.7** Services are provided in line with our published teaching calendar of services over 34/36 weeks.

## 3. PRICE AND PAYMENT

- 3.1** All services are charged termly in advance. Unless the subject of a genuine dispute, the Customer shall pay the invoice within 30 calendar days of the "Due Date".
- 3.2** Teaching comprises 34 weekly visits throughout the academic year. Terms differ slightly in length from year to year, so for ease of budgeting a project over the whole year is divided into 3 termly payments.
- 3.3** All other one-off workshop services, delivery charges or bespoke services will be invoiced after the services have been delivered.
- 3.4** MK Music Service reserves the right to suspend tuition for non-payment beyond 30 calendar days of the Due Date. In such circumstances, the Customer will remain liable for all charges under the approved Order Confirmation until payment is received.
- 3.5** Where there is a genuine error, MK Music Service will issue a credit note to correct the charge.
- 3.6** All amounts due under these Terms shall be paid in full without any deduction or withholding and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party to justify withholding payment of the full amount.
- 3.7** Cancellation of the whole class (WCET) provision is non-refundable once the order confirmation has been received. This is because of the subsidy already allocated to these programmes and the costing model that supports the offer.
- 3.8** Refunds will be considered in all other cases should delivery fall below 34 weeks in the academic year due to music service staff sickness/ leave/ absence. Schools will need to request the refund at the end of the academic year.

## 4. TEACHING

- 4.1** Schools must prioritise booking a Whole Class Ensemble Programme, (IN3A, IN3B and IN3C) before additional provision can be ordered.
- 4.2** MK Music Service cannot promise to provide sessions at specific times of the day for schools. For MK Music Service to meet our commitments to customers, to securing staff and maintaining high standards schools need to accept teaching during both the morning and afternoon sessions where necessary.
- 4.3** Schools must agree to provide appropriate space and resources for the class/group to ensure a good learning environment.
- 4.4** Lesson times will be agreed with schools once the Order Confirmation has been received.
- 4.5** Schools should ensure that all children have equal access to music sessions and should continue support in music sessions for those pupils that need it (including 1:1 support).
- 4.6** Schools should provide details of the school's behavioural policy to music service teachers.
- 4.7** Schools should provide their annual calendar to music service teachers.
- 4.8** Where PPA cover is purchased the children should be brought to the music room and collected at the end of the lesson if the lesson is taking place away from the classroom.
- 4.9** If the lesson is taking place in the classroom, the children should have packed away their things and be ready to learn.

**4.10** Any issues that might have arisen before the lesson and are causing disruption should be dealt with by the class teacher before the music lesson begins.

**4.11** In KS1 a member of school staff should be present with the music teacher to manage incidents such as toilet visits etc.

## 5. WCET

**5.1** Each WCET class will receive a minimum of 34 weeks of tuition and/ or concerts during the academic year if a full year project is ordered. Termly projects will follow the Music Service calendar dates.

**5.2** To ensure that all children make the most meaningful progress throughout the year the Music Service teacher will complete a pro forma with the class teacher before the start of the programme to identify children with additional needs.

**5.3** During week 1 of each WCET project (or each term of a WCET project) this small group of identified children (maximum of 8) will receive a session without the remainder of the class.

**5.4** Class sizes for WCET programmes should not exceed 32. Larger groups should be split into smaller, more manageable groups. This may incur further charges due to the increase in lesson length.

**5.5** Schools signing up to the Orchestral Pathway programme agree to abide by the programme outlined in Totally Music.

**5.6** A maximum of 16 children from each class will be able to continue in term 3 of an Orchestral Pathway.

**5.7** Performance is a key part of WCET, and we encourage each class to prepare for performances in school each term where possible. These should be delivered during the usual weekly lesson time or at a mutually agreed time with the visiting teacher. Where a second visit must be made to lead a concert, in addition to the usual lesson time, an additional charge may be incurred.

**5.8** It is essential that the **class teacher or another suitable member of teaching staff is present** during whole class lessons to ensure the safety of children and sound classroom management while using musical equipment. This should be the same person throughout the length of the project.

**5.9** Schools agree to support all pupils who have received WCET and wish to continue with instrumental lessons

**5.10** MK Music Service will work with schools to ensure that visiting teachers are timetabled to attend at a mutually convenient time prior to the commencement of activity in September. MK Music Service will respond reasonably to schools where lesson times need to be adjusted in the year. Where agreement cannot be reached on in-year changes, resulting in the cancellation of services, refunds will be calculated according to the provisions outlined previously.

**5.11** Orchestral Pathways programme only - children may be encouraged to take instruments home for weekly practice and progress and these are provided free of charge in term 3.

**5.12** All instruments are the property of MK City Council and are managed by the Music Service

**5.13** All instruments are insured through MK City Council against theft, loss and damage.

Costs associated with accidental loss or damage, general wear and tear or routine maintenance will be met by the Music Service. In cases of apparent malicious damage or loss of the instrument through negligence, a contribution from the parent will be sought in liaison with the school.

**5.14** Instruments should be stored by the school in a secure location when on the school premises and schools should take reasonable steps to prevent instruments from becoming damaged.

**5.15** Consumables such as clarinet reeds, violin, viola and cello strings, guitar and ukulele strings are all provided free of charge when necessary.

**5.16** Instruments are monitored weekly by the music service teacher (Orchestral Pathways project-term 3). Pupils failing to bring their instrument to weekly lessons will be asked to leave it in school. This will be reviewed in consultation with the class teacher.

**5.17** The Music Service member of staff will keep a record of which instrument has been assigned to each pupil.

**5.18** It is the responsibility of the school to ensure the safe return of instruments at the end of the year.

## 6. PURCHASE OF ADDITIONAL/ INCREASED SERVICES

**6.1** Additional Services may be purchased at any point during the academic year by submission of a written notification authorised by the Head Teacher / Budget Holder and sent to the Music Service office.

**6.2** Requests for the purchase of additional services will be agreed subject to the availability of teaching staff.

**6.3** While the school may discuss additional tuition with Music Service teaching staff to ascertain need/content/availability, additional provision cannot commence until formal notification in writing is received by the Music Service office. E mail is an accepted form of written notification.

**6.4** Commencement of one-off or short-term projects or workshops will be agreed on an individual basis.

## 7. REDUCTION/CANCELLATION OF SERVICES

**7.1** Any cancellation or reduction in time of services provided must be submitted via e mail or other formal written notification, authorised by the Head Teacher/Budget holder and sent to the Music Service office.

**7.2** Schools may liaise directly with visiting Music Service teaching staff to make minor adjustments to the days and times at which tuition takes place. However, any increase or decrease in the amount of time for which a member of staff is bought in must be confirmed in writing.

**7.3 Absence Cover:** In the event of a Music Service teacher being absent due to illness or one-off occasions, the Music Service **will not routinely provide cover**. Refunds will be considered in all cases should delivery fall below 34 weeks in the academic year due to music service staff sickness, leave or absence.

**7.4** Where visits are cancelled by the school due to adverse weather, polling, strikes, unplanned and/or special circumstances and the Music Service teacher has either attended or was available to attend, the school will be liable for the cost of those visits and the visit will be counted as one of the delivery weeks.

**7.5** If a school wishes to cancel a session due to a 'one off' event (e.g. school trips, exams, closures, etc) this must be notified in writing to the Music Service teacher or office giving a period of notice of not less than 10 clear working days prior to the lesson or the week will count as one of the contracted weeks of delivery.

**7.6** Refunds will not be considered in cases where delivery falls below 34 weeks in the academic year due to high levels of school cancellation.

**7.7** Cancellation of the whole class (WCET) Y4 provision is non-refundable once the order confirmation has been received. This is because of the subsidy already allocated to these programmes and the costing model that supports the offer.

## 8. RESOLVING DISAGREEMENTS

**8.1** Any matters concerning the duties or conduct of Music Service staff working within your school should, in the first instance, be discussed with that member of staff at the first available time.

**8.2** If there is no satisfactory outcome, the matter should be referred to the Music Service Leadership Team, who are accountable for the organisation, management, conduct and effectiveness of the Music Service. The Leadership team will work with you to resolve the issue.

**8.3** If necessary, a member of the Leadership Team will arrange to observe the Music Service teacher in their practice. Any such support visit will outline measures for support and/or set objectives for improvement within one half term. This will be monitored by the Leadership Team in close liaison with the school.

**8.4** Schools can request a change of teacher if proper procedures have been followed. This will be arranged where capacity allows.

## 9. DATA SHARING

**9.1** MK Music Service is funded by the DfE and must process data to comply with contractual/regulatory obligations in this role.

**9.2** The processing of the data in relation to Music Service provision is lawful under Article 6, 1e) because processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

**9.3** For special category data: the processing of this data is lawful under Article 9, 2g) because it is necessary for reasons of substantial public interest (which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject). In addition, the public-sector equality duty as set out in section 149 of the Equality Act 2010 gives public authorities a duty, when exercising their functions, to have due regard to the need to eliminate discrimination, harassment or victimisation or any other conduct prohibited by the Equality Act 2010.

**9.4** Schools purchasing music services shall disclose to the music teachers on request and within a reasonable period, attendance registers and/or class lists containing:

- a, The first name and surname of the pupil,
- b, The gender of the pupil; and
- c, The year group of the pupil
- d, The Pupils URN - unique reference number
- e, Any helpful SEN/ EAL information (the "Personal Data")

**9.5** The Full Privacy & Cookies statement can be viewed on our website:

<https://miltonkeynesmusicservice.com/privacy-notice/>