

Ts&Cs 2024





#### **Statement**

"DCP Drums Limited is a family-run business that provides high-quality peripatetic drum lessons to primary school children. Our lessons are delivered in small groups based on age and ability, and we strive to ensure that each child is engaged and challenged during the lesson. We use professional practice pads and electric drum kits to provide a dynamic and immersive learning experience for our students. At the end of each half term, we aim to provide parents with a development video showcasing their child's progress (parent and school consent permitting), we also offer an end of year performance for all parents to attend. We are dedicated to providing the best possible drum education for primary school children and are committed to helping our students achieve their full potential.:

### 1) Main Definitions

- a) These terms and conditions (the "Terms") govern your use of the services provided by DCP Drums Limited, a company incorporated in the United Kingdom with a registered VAT number 426298868 (the "Company"). "You" refers to the individual accessing or using the services provided by the Company. "Us" or "we" refers to the Company.
- b) These terms and conditions constitute a legally binding agreement between you and the Company. By accessing or using the services provided by the Company, you agree to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you must not use the Company's services.
- c) The Company provides drumming lessons to children at schools. In order to receive these lessons, you must give your consent to these Terms.
- d) The Company reserves the right to change these Terms at any time, and you are responsible for regularly reviewing these Terms to ensure that you are aware of any changes. Your continued use of the Company's services will constitute your acceptance of any changes to these Terms.
- e) These Terms constitute the entire agreement between you and the Company with respect to the Company's services, and they supersede any and all prior or contemporaneous communications and proposals, whether oral or written, between you and the Company. f) PRIVACY POLICY

# 2) General

- a) These Terms do not affect your statutory rights as a consumer.
- b) The Company reserves the right to make changes to these Terms from time to time. If the Company makes any significant changes, the Company will notify you by posting an announcement on the Company's website or by sending you an email.

# 3) Contact

- a) You can contact us by email at Info@dcpdrums.co.uk or through the 'Parent Login Portal' section of our website available at www.dcpdrums.co.uk/login. For general enquiries, please email us at info@dcpdrums.co.uk or call us on 07508 851611. Calls to this number from UK numbers are charged at a local rate.
- b) We may contact you by phone, SMS, or email for anything relating to your sessions. This may include, but is not limited to, confirming or rescheduling lessons, providing reminders or notifications, requesting feedback or reviews, or addressing any issues or concerns you may have. We may also use this information to send you marketing or promotional materials, unless you opt out of receiving such communications.



### 4) Services

#### a) Lessons

- 1. Our lessons are a mix of age ranges, grouped by age and ability where possible. Each lesson lasts approximately 20 minutes and takes place within the school as part of the school day.
- 2. We try to keep group sizes to a maximum of 6 children where possible, but if there are more children, we will add additional time to compensate.
- 3. We use professional practice pads and electric drum kits to provide a dynamic and immersive learning experience for our students.
- 4. Our lessons are run in a positive, fun, and inclusive way with a focus on teamwork, building confidence, and developing relationships within our groups.
- 5. Timetables may be adjusted each week in line with the school's request to minimize disruption to your child's working day. Your child will be called for their lesson and will not need to bring any equipment.
- 6.Our drumming curriculum is a unique and engaging tool used to introduce primary school children to music and promote their artistic abilities. By integrating elements of both the primary music curriculum and Trinity Rock and Pop grades 1-3, our drumming curriculum is able to provide a solid foundation for students to build upon as they progress through their drumming career. The fact that it has been developed internally also allows for greater customisation and alignment with each child.
- 7.Our teaching approach is designed to help students learn and grow, not to put them under unnecessary pressure or stress, thus generating an environment where students feel comfortable and confident within their abilities.

#### b) SeeSaw

- 1. When you enrol and pay for your child's lessons with us, you will be asked to indicate whether or not you give consent for SeeSaw filming at school. SeeSaw is a secure parent communication app that allows us to provide video feedback at the end of each half term, enabling you to observe your child's development on a term-by-term basis.
- 2. We require consent from the school for filming to take place during your child's lessons with us. If the school does not give consent for filming, there will be no discount on the lesson fee as SeeSaw is a free additional service that we offer. Additionally, it may take longer than one half term for us to obtain consent from the school.
- 3. Please see our SeeSaw Policy here

#### c) Performances

- 1. Periods throughout the academic year, with agreement from school, we aim to hold annual performances, inviting parents in to showcase what all of the children have been learning.
- 2. These aren't compulsory however we encourage all children to take part as it is a very big part of child's development.
- 3. As a part of our services, we offer performances as an additional free service. However, the decision to hold a performance is at our discretion and is not guaranteed. If a performance is not held, there will be no discount on the lesson fee.
- 4. In the event that we decide to hold a performance, we will provide reasonable notice to all participants. We will contact you via email and text to inform you of the details of the performance, such as the date, time, and location. We will also provide any necessary instructions or guidelines for the performance.



### 5) Staff

- a) All staff members at DCP Drums Limited have undergone enhanced DBS checks, which means that they have undergone thorough background checks to ensure that they are suitable for working with children. In addition, all staff members are fully insured under DCP Drums Limited, which means that they are covered by the company's insurance policy in case of any accidents or incidents that may occur during their work.
- b) All staff members at DCP Drums Limited undergo a full intensive 6-week training block before they begin working alone with children. This training covers various aspects of teaching drums, including lesson planning, teaching techniques and safeguarding. In addition, all staff members are monitored continuously throughout their employment to ensure that they are providing the best education possible for the children they work with.
- c) From time to time, other staff members may appear alongside your child's regular drum tutor, either to observe the tutor's teaching or as part of their initial training. This allows us to ensure that all of our tutors are providing high-quality education and to provide additional support and guidance to new staff members.
- d) To ensure that your child has the best possible experience with us, we may utilise other tutors to cover sessions in case of an absence by your child's regular tutor. This allows us to provide continuity in your child's education and ensures that they do not miss out on any lessons.

# 6) Payments

- a)Lessons at school are paid for in blocks of 6 and price varies per county.
- b) In order to secure your child's enrolment, the first block of lessons must be paid for in advance of the start of their first half term. If you register your child for lessons but fail to make payment, we will make reasonable efforts to contact you to request payment. If we are unable to reach you after multiple attempts, your account will be deleted from our system and your child will not have lessons at school.
- c) If your child does not enjoy their first lesson with us, please contact us before their second lesson to request a full refund. Unfortunately, we are unable to issue a refund after your child has completed their second lesson.
- d) If a child misses a lesson due to circumstances beyond our control, such as a school trip, snow day, or a scheduled test, we will make every effort to arrange a make-up session. However, please note that we are not obligated to do so. On the other hand, if a child is absent from school due to illness, a family vacation, or any other personal reasons, and therefore misses a lesson, this lesson will not be rescheduled or refunded. Our efforts to accommodate missed lessons may include, but are not limited to, double sessions (40-minute sessions), catch-up sessions on different days, or rolling over missed sessions to the next half term.
  - 1. We also reserve the right to turn children away from lessons where we deem it not safe for them to attend due to medical illness.
  - 2. After making reasonable attempts to address behaviour, we reserve the right to deny teaching of any students due to inappropriate behaviour and/or disruption to the group.
  - 3. If, for any reason, we are unable to teach your child due to circumstances outside of our control (such as school closures, illnesses or trips) the sessions will not be reimbursed and we will have no obligation to make these sessions up.
  - 4. If we cancel a session because of tutor absence, the missed session will be made up/carried forward to the next half term.
- e) Some half terms are shorter in duration than others. Your parent dashboard on our website will provide you with a clear and detailed view of how the half terms are broken down and how many lessons your child will have during each half term. This may mean that in some half terms your child will have 7 lessons, while in others they may have fewer. Regardless of the number of lessons, payment for 6 sessions will be requested.



### 7) Cancellations

- a) If you wish to cancel your sessions, you must email us at info@dcpdrums.co.uk.
- b) If we cancel our sessions for any reason, the session that has been missed will be made up/rolled over to the next half term
- c) If you wish to cancel your lessons, you must provide us with at least 2 weeks notice. This will allow us to offer the open spot to someone on our waiting list. If you cancel your lessons midway through a half-term, we will not be able to refund your payment for the block of 6 weeks. However, your child is welcome to continue attending their lessons for the remainder of the paid period.
- d) If we choose to cancel our agreement with the school, this may result in the termination of lessons. If this occurs, you will be entitled to a full refund for any lessons that have not yet been completed.

# 8) Missed Payments

- a) First Half Term
  - 1. If you register your child for lessons but fail to make payment, we will make reasonable efforts to contact you to request payment. If we are unable to reach you after multiple attempts, your account will be deleted from our system and your child will not have lessons at school.
- b) Subsequent Half Terms
  - 1. At the end of your first half-term of drumming with us, and at the end of each subsequent half-term, the payment window will open, usually at the start of the half-term holiday, and remain open until payment is made for the next half-term. If payment is not received before your child's third lesson, they will not be able to attend that lesson. This will be communicated to you in a timely and reasonable manner.

# 9) Responsibilities

- a) Your responsibilities
  - 1. You are required to make timely payments for your child's lessons in accordance with the agreed upon terms.
  - 2. You are responsible for maintaining accurate and up-to-date contact information to ensure that you receive all communication from us.
  - 3.As a parent/guardian, it is your responsibility to ensure that your child behaves in an appropriate manner during our lessons. In the event that any equipment is damaged due to your child's actions, you will be held responsible for the cost of repair or replacement.
- b) Our responsibilities
  - 1. We will ensure that all staff members are thoroughly vetted and trained. All staff delivering sessions will have undergone extensive training in accordance with point 5 of these terms and conditions and have undergone all relevant employment checks and completed extensive safeguarding training.
  - 2. We hold valid Public and Employers liability insurance.
  - 3. We will strive to deliver the best possible lessons in a fun and safe environment for all children.
  - 4. We will delete your DCP Drums account after we have received written consent of you cancelling your childs lessons, or under circumstances where no written consent is given, we will delete your account in a reasonable time period.
- c)Your childs SeeSaw account will remain active for only you to see unless you instruct us otherwise to close It. Again, after a reasonable time has passed, it will be removed.



- 5. We will delete your DCP Drums account after we have received written consent of you cancelling your childs lessons, or under circumstances where no written consent is given, we will delete your account in a reasonable time period.
- 6. Your childs SeeSaw account will remain active for only you to see unless you instruct us otherwise to close It. Again, after a reasonable time has passed, it will be removed.

### 10) Other

- a) Should any part of these Terms and Conditions be deemed invalid or unenforceable, that particular provision shall be removed and the remaining provisions shall remain in full effect.
- b) The failure of either party to take any action or exercise any right under these Terms and Conditions shall not be interpreted as relinquishing that right or action.
- c) These Terms and Conditions form a binding agreement between the parties and shall be upheld by all relevant laws. Both parties agree to abide by the terms of this agreement and any disputes arising from it shall be settled in court.
- d) Customers have the right to make a complaint about any aspect of the services provided by the company. The company shall investigate all complaints in a timely manner and take appropriate action to resolve the issue. All complaints should be reported to info@dcpdrums.co.uk for further investigation.
- e) If any provision of these Terms is found to be invalid or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions will remain in full force and effect.
- f) These Terms shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

