

## **T2 – Service Level Agreement (private teaching in schools)**

**THIS AGREEMENT** is dated:

Start date \_\_\_\_\_ and will terminate on \_\_\_\_\_

### **Parties to this Agreement**

**1.** \_\_\_\_\_ (hereinafter referred to as the School)

and

**2.** \_\_\_\_\_ (hereinafter referred to as the VMT)

NOW IT IS AGREED AS FOLLOWS:

## Definitions

Term	Meaning
<b>ADDITIONAL SERVICES</b>	This may include orchestral conducting, coaching, holiday workshops, festivals, masterclasses, parent evenings.
<b>CONFIDENTIAL INFORMATION</b>	This includes information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the school, pupils, parents, products, affairs and finances of the School for the time being confidential to the School and trade secrets including, without limitation, technical data and knowhow  relating to the business of the School or any of its pupils, parents, governors, agents, distributors, management or business contacts, and including (but not limited to) information that the VMT creates, develops, receives or obtains in connection with this Agreement, whether or not such information (if in anything other than oral form) is marked confidential.
<b>DATA PROTECTION</b>	All applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and any successor legislation) and, for or so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation (EU 2016/679) and any other directly applicable EU regulation relating to privacy.
<b>CONTROLLER DATA SUBJECT PERSONAL DATA BREACH</b> Processing appropriate technical and organisational measures	All applicable laws from time to time in force on data protection and privacy law, including but not limited to the Data Protection Act 2018 and the UK GDPR, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 SI 2003/2426 and any national laws or regulations implementing Directive 2002/58/EC (as updated by Directive 2009/136/EC) (ePrivacy Directive)
<b>DBS</b>	Disclosure and Barring Service
<b>FACILITIES</b>	Classrooms and other facilities at the School (see above address)
<b>FEES</b>	The cost of instrumental or vocal tuition as determined by the VMT and agreed by Parents.
<b>MANDATORY POLICIES</b>	Safeguarding Acceptable use Policy Anti-bullying and harassment Policy Code of Conduct Whistleblowing Policy Data Protection Policy Health and Safety Policy Data Protection Policy
<b>PARENTS</b>	The mother or father, or legally appointed guardian or carer.
<b>PUPILS</b>	Children and young people attending the School.
<b>SCHOOL PROPERTY</b>	This includes manuals, books, internal documents, sheet music, scores, printed materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the School or its Pupils, Parents, governors, and any equipment, hardware or software provided for the VMT's use by the School during the period of this Agreement, and any data or documents (including copies) produced, maintained or stored by the VMT on the VMT's or computers loaned by the School or other electronic equipment during the Agreement.
<b>SERVICES</b>	The provision of instrumental and/or vocal tuition, ensemble coaching, conducting and any other such services offered by the VMT on a self-employed basis.
<b>SUBSTITUTE</b>	A temporary independent self-employed Visiting (instrumental or vocal) Music Teacher appointed by the VMT to deputise during VMT absences. The Substitute reports to the VMT, who in turn takes full responsibility for the services provided by the Substitute. The VMT is responsible for paying the Substitute.
<b>VMT</b>	Self-employed Visiting (instrumental or vocal) Music Teacher.

## **1. General**

- 1.1 The School and VMT agree to co-operate in the delivery of Services at the School. The obligations of each Party are set out below.
- 1.2 The VMT is an independent, self-employed contractor and nothing in this Agreement shall render the VMT an employee, worker, agent, partner or representative of the School.
- 1.3 As an independent, self-employed contractor, the VMT shall not be entitled to participate in any benefit or bonus scheme provided by the School, nor shall the VMT be entitled to any payment for holiday, subsistence (including free lunches and other employee benefits), sickness or family related absence.
- 1.4 While the Services will typically be provided during the School's term time, the VMT may continue to provide Services to Pupils during School holidays as requested by Parents. Lessons may take place either at the Pupil's home as approved by Parents or at the School (subject to room availability). The VMT will continue to be bound by the terms of this Agreement and by the School's Mandatory Policies.
- 1.5 The School may from time-to-time request Additional Services from the VMT as negotiated and confirmed in a separate Letter of Agreement.
- 1.6 This Agreement constitutes a Service Level Agreement and not a contract of employment and accordingly the VMT is responsible for any income tax, National Insurance and social security contributions.

## **2. The VMT's Obligations**

As part of this Agreement, the VMT shall:

- 2.1 On arrival at the School, register at reception;
- 2.2 Provide an enhanced DBS certificate on request by the School and notify the School immediately of any convictions which may render the VMT unsuitable for working with children, young adults or vulnerable people as set out in the current Keeping Children Safe in Education statutory guidance;
- 2.3 Be responsible for the marketing and promotion of the VMT's Services directly to Parents and Pupils which clearly state that the VMT is an independent self-employed contractor and not an employee or agent of the School;
- 2.4 Provide Services with all due care, skill and ability with the Pupil's best interests in mind;
- 2.5 Provide Parents with appropriate trading terms and conditions;
- 2.6 Determine the length of lessons and number of Pupils per lesson in consultation with Parents and the School with regard to other educational / recreational activities;
- 2.7 Be responsible for organising and timetabling lessons in consultation with the Head of Music in order to avoid timetable clashes;
- 2.8 Determine the content of lessons to meet the Pupil's expectations and needs and communicate directly with Parents to advise them about the curriculum formulated, graded examinations and other matters;
- 2.9 Make all reasonable efforts to rearrange lessons missed by the VMT;
- 2.10 Provide his/her own instruments, resources, and materials for the purpose of teaching (Pupils will provide their own instruments, resources and materials as recommended by the VMT);
- 2.11 Record and maintain a register of attendance in support of the School's health and safety and safeguarding policies;
- 2.12 Inform the Head of Music as soon as possible if Pupils fail to attend lessons;
- 2.13 Provide appropriate supervision of Pupils during lessons in compliance with the School's safeguarding and health and safety policy, and ensure that their behaviour is aligned with the School's standards of conduct and behaviour;
- 2.14 Set fees independently and in consultation with Parents;
- 2.15 Invoice Parents directly for tuition and recover unpaid fees in accordance with the Late Payment of Commercial Debts Act 1998;
- 2.16 Notify the Head of Music of any material complaints received in relation to the Services provided and the agreed resolution;
- 2.17 Pay all taxes, National Insurance and social security contributions in compliance with UK tax law;
- 2.18 Maintain a database in compliance with GDPR (VMTs are personally liable for any breaches of GDPR and are encouraged to be registered with the Information Commissioner's Office (ICO) as appropriate);
- 2.19 Inform the School as soon as possible if teaching cannot be provided as arranged due to illness or injury;

- 2.20** Appoint a suitably qualified Substitute to perform the Services as set out in this Agreement provided that the Substitute is cleared via an enhanced DBS check to work with children, young people and vulnerable adults – the School reserves the right to refuse access to a Substitute if the School has reasonable grounds to believe that there is a safeguarding concern;
- 2.21** Pay the Substitute directly at a rate agreed by the VMT and Substitute (any facilities charge shall continue to be payable by the VMT);
- 2.22** Observe such reasonable and lawful policies and procedures relating to safeguarding, health and safety, data protection and confidentiality and maintain a level of understanding via CPD to ensure compliance;
- 2.23** Pay all fees due to the School as set out separately in this Agreement;
- 2.24** Ensure that facilities hired to deliver Services are left clean and tidy at the end of each working day and that all personal property is removed;
- 2.25** Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 2.26** Take out and maintain public liability insurance with a reputable insurer for at least £10 million and supply on request copies of such insurances to the School with evidence that the premiums have been paid (see below Insurance and Liability);
- 2.27** Participate in fire drills in compliance with the School's fire evacuation policy. The School will provide reasonable notice to assist in timetabling;
- 2.28** Be available to support School investigations regarding Pupil attendance and behaviour and any other matters relating to the welfare of Pupils and staff.

### **3. The School's Obligations**

As part of this Agreement, the School shall:

- 3.1** Promote VMT services to Pupils and Parents clearly stating that VMTs are independent self-employed contractors (this does not guarantee that any pupil will enroll with the VMT, nor does it guarantee any minimum level of demand for VMT Services);
- 3.2** Recommend and introduce Pupils for tuition (for the avoidance of doubt, the VMT is under no obligation to accept Pupils referred by the School);
- 3.3** Provide suitable facilities for the purposes of instrumental teaching as set out in Clause 5 below.
- 3.4** Ensure that the School's Music Department provides such assistance to help co-ordinate lessons in alignment with the School's master timetable and with other VMTs, and if required, assist with non-attendance;
- 3.5** Retain the right to enter the Facilities from time to time in compliance with the School's Health & Safety and Safeguarding policies;
- 3.6** Provide additional services as negotiated and set out in a separate Letter of Agreement. These may include on behalf of the VMT, invoicing parents, collecting unpaid fees, data management, processing applications, and general administration.

### **4. Pupil Fees**

- 4.1** The School cannot act as an agent for either VMT, Substitute or Parent and will have no involvement in invoicing, payment or the collection of bad debt.
- 4.2** VMTs are free to set their own tuition fees and should notify the School in writing at least one term in advance of any new rate being applied.

### **5. Facility Fees**

- 5.1** The School shall provide Facilities suitable for the purposes of instrumental or vocal teaching with adequate lighting, visibility, heating, electrical power, ventilation and sound treatment. As requested by the VMT, this may include access to a piano or keyboard (subject to availability).
- 5.2** The School will provide a detailed risk assessment for use of the Facilities, renewable on an annual basis.

## **6. Termination**

- 6.1** This Agreement may be terminated by either the VMT or the School giving to the other party at least a term's notice in writing. In this clause:
- "A term's notice" means notice given before the first day of term and expiring at the end of term; and
  - "Term" means the period (including weekends) during which pupils are normally in attendance at the School.
- 6.2** In addition, the School reserves the right to terminate this Agreement without notice if the VMT:
- has been in breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied within 14 days of receipt by the VMT of a written notice from the School requiring the VMT to do so;
  - has acted in any manner which in the School's view (on a reasonable and informed basis) has brought or is likely to bring either the VMT or the School into disrepute;
  - in the reasonable opinion of the School has acted negligently in the performance of the Services;
  - has a bankruptcy order made against them or makes any arrangement with the VMT's creditors or has an interim order made against them; or
  - is convicted of any criminal offence other than a minor motoring offence under the Road Traffic Acts;
  - ceases to be entitled to work within the United Kingdom;
  - commits an offence under the Bribery Act 2010 or fails to comply with any obligations provided under the Modern Slavery Act 2015.
- 6.3** The VMT has the right to terminate this Agreement without notice if the School has been in breach of any term of this Agreement which (in the case of a breach capable of being remedied) has not been remedied by the School within 14 days of receipt by of a written notice from the VMT requiring them to do so.
- 6.4** Any School Property in the VMT's possession and any original or copy documents obtained by the VMT shall be returned to the School on request and in any event on or before the termination of this Agreement. The VMT also undertakes to irretrievably delete any information relating to the business of the School stored on any magnetic or optical disk or memory, and all materials derived from such sources which are in the VMT's possession or under the VMT's control outside the premises of the School.
- 6.5** The rights of the Parties under this clause are without prejudice to any other rights that they might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the other Party as having brought the Agreement to an end.
- 6.6** Any delay by either Party in exercising its rights under this clause to terminate this Agreement shall not imply or constitute a waiver of these rights.

## **7. Confidential Information and School Property**

- 7.1** The VMT agrees to treat as confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be make use of any information relating to the business affairs or finances of the School (including any information relating to staff), or any such information relating to any Pupil or family member of such Pupil where knowledge or details of the information was received during the period of this Agreement.
- 7.2** The restriction in clause 7.1 does not apply to:
- any use or disclosure authorised by the School or as required by law;
  - any information which is already in or comes into the public domain otherwise than through unauthorised disclosure.
- 7.3** All documents and manuals provided for the VMT's use by the School, and any data or documents (including copies) produced, maintained or stored on the School's computer systems or other electronic equipment, remain the property of the School.

## **8. Data Protection and Data Sharing**

- 8.1** The VMT acknowledges that for the purposes of the Data Protection Legislation, he/she is recognised as the Controller of the Personal Data when performing Services under this Agreement.
- 8.2** As the Controller, the VMT will comply with all obligations under Data Protection Legislation which arise in connection with Processing Personal Data including, but not limited to:
- processing Personal Data fairly, lawfully and in a transparent manner

- making available a privacy notice to each Data Subject shortly before or at the time of collecting or processing Personal Data
- responding to any request made by a Data Subject in accordance with their rights under Data Protection Legislation
- complying with legal obligations to report a Personal Data Breach to the Information Commissioner's Office (and any successor) and Data Subjects where applicable.

**8.3** The parties will share Personal Data where it is necessary to perform their respective obligations under this Agreement ("Shared Personal Data"). The parties will not Process Shared Personal Data in a way that is incompatible with this Agreement including for marketing purposes.

**8.4** The parties will use secure methods to share, store and otherwise Process Shared Personal Data. This will involve Shared Personal Data being anonymised, encrypted or password protected.

**8.5** The parties undertake to have in place throughout the duration of this Agreement appropriate technical and organisational security measures to prevent a Personal Data Breach involving the Shared Personal Data.

## **9. Intellectual Property**

**9.1** The Intellectual Property / copyright of all materials created and produced (published or recorded) by the VMT to support the delivery of Services belong to the VMT. They shall not be used by any other party without the agreement of the VMT. Such unauthorised use of Intellectual Property may lead to a breach of copyright or similar claim against anyone doing so.

**9.2** The Intellectual Property / copyright of all materials (e.g., template lesson plans, diaries, music theory handbooks, timetable templates) created and produced by the School to assist in the provision of Services, belong to the School. The VMT does not have the permission to share these materials to any third party unless authorised to do so.

**9.3** The Intellectual Property / copyright of all materials created and produced by Pupils in relation to coursework for public examinations, ownership remain with the pupil. In general, this means that the individual who writes or records an original composition/song during any lesson will own the copyright to that musical work. Any disputes in this respect are between the VMT, the Pupil and his/her Parents.

## **10. Third Party Rights**

**10.1** None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.

## **11. Entire Agreement**

**11.1** This Agreement constitutes the entire agreement between the parties as set out above and supersedes any prior written or oral agreement between the Parties.

## **12. Variation**

**12.1** No variation of this Agreement or of any documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

## **13. Other Activities**

**13.1** Nothing in this Agreement shall prevent the VMT from being engaged by any other School, organisation, business, trade or profession during the period of this Agreement provided that such activities do not create a breach of contract under this Agreement.

## **14. Law**

**14.1** This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with [the law of England and Wales] [governed by the territory of jurisdiction where the services are provided].

**SIGNED** by or on behalf of the parties on the date first set out in this Agreement.

Signed by

Date

Name

for and on behalf of

the School

Signed by

Date

Name

the VMT