



## Terms and Conditions

This is an Agreement between You, the Member, and Rock Choir Ltd, a company registered in England and Wales (registration number 5998336), whose registered office is at Unit 7 Hurlands Business Centre, Hurlands Close, Farnham, Surrey, GU9 9JE.

By following the joining process at our Website to become a Member of Rock Choir Ltd you are accepting the terms and conditions in this Membership Agreement. You should only join if you are willing to accept them.

### Membership

1. This Membership Agreement commences once you have accepted the terms during the online joining process. By accepting these terms you are agreeing to pay any applicable fees which are shown at the start of the joining process and again before confirming your payment instruction.
2. By becoming a member of Rock Choir you consent to receiving communications relating to your membership, local and national Rock Choir events, shows and opportunities and information about Rock Choir benefits.
3. We use trusted third party services to manage Rock Choir membership operations. We will not sell or give your data to anyone else.
4. The harmonies, concepts and resources used in Rock Choir are owned by Rock Choir Ltd. In taking part in any rehearsal, performance, workshop or event it is agreed that any use of resources, techniques and ideas will not be used, amended, copied or replicated at any other event, or to any group or in any venue. If found to be used, legal action will ensue against the individual.
5. You are entitled to access and use resources defined by your Membership provided your fees are up to date.
6. Rock Choir rehearsals run in term time only for 10 weeks over 3 academic terms a year. At least once a year Rock Choir may bring choirs together to sing (Big Sing) and these events will replace your normal scheduled weekly rehearsal and may be held at an alternative venue. Rock Choir reserves the right to alter the schedule and/or location of rehearsals to fit in with these events, or with performances and any other events that may be taking place. No refunds will be given in these circumstances. If rehearsals are cancelled due to illness or acts of God (weather etc.) then Rock Choir will make best endeavours to provide alternative rehearsal time over the next two terms. No refunds will be given in these circumstances. Rock Choir will always endeavour to give as much notice as possible to members for any changes made to regular scheduled rehearsals.
7. Rock Choir may from time to time provide additional facilities such as downloads, special rehearsals and shows. These are not part of the basic Membership facilities and are provided solely at the discretion of Rock Choir. Those who do not have internet facilities may not be able to avail themselves of some of these additional provisions.
8. Rock Choir will only proceed with a minimum sized group. If this minimum is not achieved, the choir may be closed. All Members will be refunded for any future paid for sessions or transferred to another choir of their choosing.



9. Membership costs may vary each academic year and Members will be notified of any change in advance.
10. By joining, it is agreed that photographic, motion picture, electronic (video) images and sound and video recordings may be taken of all the members and used for advertising and marketing purposes in relation to Rock Choir.
11. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14 day cancellation period. Please notify us by email at [office@rockchoir.com](mailto:office@rockchoir.com). The cancellation period will expire after 14 days from the day you accept the terms. To meet the cancellation deadline, it is sufficient if you send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
12. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.
13. If you cancel your Membership within the 14 day period we will refund to you on request the fees paid for the remainder of the term no later than 14 days after the day on which we are informed about your decision to cancel, less the cost of rehearsals to the date of cancellation.
14. After the 14 day cancellation period you may terminate your Membership at any time by emailing [office@rockchoir.com](mailto:office@rockchoir.com). Your Membership will end with immediate effect and any payments made for future sessions will be refunded on request. All such requests must be made within 6 months of terminating your membership. Any amounts still outstanding must be paid in full before the membership is terminated and in no less than 30 days.
15. You may interrupt your Membership for any period for exceptional reasons (to be agreed with Rock Choir), during which your access to downloads will be deactivated, by emailing [office@rockchoir.com](mailto:office@rockchoir.com).
16. You may suspend your membership for no more than 1 term, any longer may result in your membership being cancelled. Failure to notify Rock Choir of non-return after suspending may result in fees being collected. Excess payments will not be refunded.
17. You cannot transfer this agreement to anyone else.
18. You may opt out of email and SMS communications that we may send but if you do, we cannot be held responsible for any loss incurred by you not receiving Rock Choir-related communications.

### **Attending Other Choirs**

A member is welcome to attend any other regular weekly rehearsals led by their choir leader unless those rehearsals are at capacity. New members will be prioritised at the other rehearsals. From time to time, Rock Choir may request members attend other choir rehearsals for specific purposes.

There should be regular communication between the member wanting to attend other choir rehearsals and the leader to ensure there is capacity and to update the member of any changes - e.g. venue change or rehearsal change or cancellation.

The member must choose their "home choir" or "performance choir" and their registration and payment details will be linked only to that choir. The member will perform only with that choir and not at any other performance or events that will have been planned for the



other choirs unless specifically requested by Rock Choir. Official membership communication or alerts about news or changes will only be sent to the members in relation to their home choir.

While you are welcome to attend a rehearsal of another leader periodically, this is only with the prior consent of Rock Choir. Failure to notify of such an attendance may result in a charge for each additional rehearsal attended. These additional charges will not be refunded.

## **Your Obligations**

1. You agree to pay us any applicable fees on the date shown in the online joining process and in the emails sent to you by Rock Choir.
2. Where applicable, you agree to maintain a direct debit instruction with your bank for the monthly Membership amount.
3. Termly Membership deposits are due by the first day of term and the final termly payments are due by Thursday in week three of every term.
4. You must use the Rock Choir downloads in the proper manner and you must consult your Choir Leader or head office staff if you are unsure.
5. You consent to incidental inclusion in marketing photographs that we may take from time to time.
6. You agree that you have understood our privacy policy which is available at <http://www.rockchoir.com/privacy/>.
7. You agree to tell us immediately of any changes to your personal details including contact information.
8. You are responsible for notifying Rock Choir if you wish to cancel your membership.
9. You agree to advise us immediately of any changes to your member details by either updating your online membership profile or by contacting the Rock Choir office directly.
10. In making an application, Members are assumed to be medically fit to undertake the vocal and physical demands of Rock Choir. If an individual has any doubts, these should be indicated to Rock Choir prior to their application.
11. You confirm that you are at least 18 years old or have the permission from an adult with parental responsibilities. Aged 11 to 13 you will be asked to provide proof of age and at all rehearsals you must be accompanied by a parent or legal guardian who, at the first rehearsal, must provide written agreement of your membership and acceptance of these terms and conditions and proof of identity such as a passport or photo driving licence and proof of legal guardianship if required.
12. Aged 14 to 17 you must be accompanied by a parent or legal guardian at your first rehearsal who must provide written agreement of your membership and acceptance of these terms and conditions and proof of identity such as a passport or photo driving licence and proof of legal guardianship if required. Following this you may attend unaccompanied however Rock Choir has no responsibility for your welfare outside of the rehearsals.

## **Code of Conduct**

Rock Choir aims to create a safe and positive environment for all its Members. In order to do this, we must ensure acceptable standards of behaviour from our Members.



All Members should be punctual to rehearsals and adhere to times and guidelines set by Rock Choir.

All Members should respond to the leadership of the Choir Leader and official Rock Choir staff members.

Members should be co-operative with both Rock Choir staff and fellow Rock Choir Members and uphold an equal-opportunity environment. Any form of negative behaviour, whether written or verbal, towards others including Rock Choir Members, Rock Choir Leaders, the Rock Choir office staff or to the rehearsal and performance environment/staff or audience will lead to cancellation of Membership. In this case, Membership payments will not be refunded.

Social media groups linked to Rock Choir must comply with the Malicious Communications Act 1988 and The Communications Act 2003

Members should understand clearly that Rock Choir cannot be held financially responsible for damage caused by misconduct.

If a Rock Choir closes indefinitely during a term and another Rock Choir is not a suitable alternative, this Agreement will end and you will receive a pro-rata refund of your Membership fee.

### **Health and Safety**

Rock Choir is not responsible for damage to person or personal belongings whilst attending rehearsals and performances or before and after rehearsals and performances.

Rock Choir Members are responsible for their own property and well-being whilst attending all rehearsals and performances.

Travel arrangements are to be made by each Member to rehearsals and performances unless it is agreed otherwise.

### **Our Rights**

We may terminate this Agreement and your Rock Choir Membership with immediate effect if you do not pay any applicable fees or monthly Membership amount when it falls due.

We may terminate this Agreement and cancel your Rock Choir Membership with immediate effect on notice to you if you breach any of the Rock Choir Membership Codes of Conduct. In this event you will no longer be able to access your downloads and you will not receive a refund.

If we do not terminate your Membership if you breach any of the Rock Choir Membership terms and conditions, or if we give you extra time to pay if you do not pay your Membership fees or monthly Membership amount when it falls due, Rock Choir reserves the right to subsequently enforce the terms of this Agreement.

We reserve the right to increase the price of membership. We will give you at least 1 full months' notice of any price increase and will make it clear when the price increase will take effect and how much your Rock Choir membership will cost after the increase. During this notice period you reserve the right to terminate your membership in accordance with these terms and conditions. If you choose not to terminate your membership before the



date the increase becomes effective, the price of your membership will be increased in accordance with our notice. If you are paying by direct debit your monthly payments will automatically be amended to cover the new price.

We may communicate Rock Choir related information to you by email, SMS or by post.

We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.

Rock Choir Ltd, the Choir Leaders, Rock Choir employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring into any of our third-party venues. If such loss, damage or theft is caused by the negligent acts or omissions of Rock Choir Ltd or its Choir Leaders, employees or subcontractors, our liability to you will be limited to £100.

We will notify you of any changes to these terms and conditions.

#### Rock Choir theatre shows - filming policy

Members and their families/friends will be permitted to film Rock Choir shows providing the venue allows such filming and there is no additional charge to Rock Choir by the venue to enable this facility. (If the latter is the case your Rock Choir Leader will advise you before the show date so that you can advise your friends and family that no filming is permitted whatsoever.)

Where filming is permissible the following conditions must be met and Members will need to ensure that their families/friends are aware of these conditions of filming prior to the performance:

The filming is for personal use only and cannot be for any purpose for which ANY form of charge is made either immediately following the show or at any point in the future.

If the film is to be posted on social media then it should not contain any content that causes distress, discomfort or any other issues for other Members or for Rock Choir itself. In such circumstances we will request the footage to be removed.

Whilst filming, consideration must always be given to the enjoyment of others in the audience. There should not be continual filming of the whole show and the camera used should be sufficiently small to not cause any nuisance to others, including blocking their view of any performance. No additional camera equipment is to be used (e.g. tripods or zoom lenses).

Immediate compliance is required should anyone be asked to stop filming by a Rock Choir or venue official.

No permission will be granted to film or photograph the show for any professional or commercial purposes.

Children - any photos/film/recording of children or vulnerable adults must be in line with the Rock Choir Child Protection Policy.

#### **Other Clauses**

Only you, the person named in the online joining process, can benefit from this Agreement.



If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

This Agreement is governed by the law of England and Wales.

You should print a copy of this Agreement for future reference.

### **Payment methods**

The fees payable are inclusive of VAT at the rate applicable at the current time. It is the responsibility of a Member to ensure their payment method is set up correctly and their fees are being paid/collected successfully. While Rock Choir may inform you of any issues or errors that can occur from time to time, any overdue amounts will be payable in full.

**Monthly payments:** These payments must be set up before the start of term and will continue monthly throughout the year until the Member leaves Rock Choir. If the Member transfers to the monthly payment system partway through the term, any fees will be pro rata to the full term amount remaining. When a Member making monthly payments wishes to leave Rock Choir they are required to email [payments@rockchoir.com](mailto:payments@rockchoir.com) requesting cancellation of their Membership. Any outstanding fees must be settled before the payment scheme is cancelled. Please be aware that direct debit payments run each calendar month including when no rehearsals are running. A full terms fees are usually collected as follows:

Spring - January, February, March and April\*

Summer - May, June, July and August\*

Autumn - September, October, November and December\*

\* payment periods may be affected depending on when you set up your direct debit.

**Full term payments:** Deposits must be received and processed before the start of each term to secure a place in the relevant choir. The balance of the term's payment must be received on or before the beginning of the third week of term. If full payment is not received on or before the start of the third week, downloads will not be available. When a Member who is making full-termly payments wishes to leave Rock Choir they are required to email [payments@rockchoir.com](mailto:payments@rockchoir.com) to request retirement of their Membership. Payments can be made online by debit card or credit card. Cheques are accepted and must be made payable to Rock Choir Ltd and with the term, choir and Members name and membership number on the reverse, posted to: Unit 7 Hurlands Business Centre, Hurlands Close, Farnham, Surrey, GU9 9JE.

### **Collection of your Personal Information**

To view our current Privacy and Security Statement, please click [here](#).

### **Additional Services**

Any additional services (including, for example singing or instrumental lessons) which you contract for or agree to pay for with your Choir Leader, do not form part of your Rock Choir Membership Agreement and the Terms & Conditions of this Agreement will not apply to them. You should be aware that if you enter into any Agreement for additional services, you are entering into an Agreement with those individuals and not with Rock Choir Ltd.



We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the additional services which are specifically excluded from the Membership Agreement and Rock Choir Ltd does not accept any responsibility for the same.

Rock Choir Ltd is a registered company (No. 5998336).

The registered address and postal address is: Unit 7 Hurlands Business Centre, Hurlands Close, Farnham, Surrey GU9 9JE.

### **Amendments**

Rock Choir Ltd reserves the right to amend these terms and conditions at any time without notice.

### **Contact Details**

Use our online enquiry form or contact us at the following address:

Rock Choir Ltd  
Unit 7 Hurlands Business Centre  
Hurlands Close  
Farnham  
Surrey  
GU9 9JE

01252 714 276  
[www.rockchoir.com](http://www.rockchoir.com)