

## Rock Choir Membership

### Terms and Conditions

This is an Agreement between you, also known here as “**the Member**” or you, your etc, 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 also known here as “**Rock Choir**” or us, we, our etc,.

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

#### **1 Membership and Joining**

- 1.1 This Membership Agreement commences once you have accepted the terms during the joining process. By accepting these terms you are agreeing to its terms including the obligation to pay any applicable fees which are shown to you during the joining process.
- 1.2 You confirm that you are at least 18 years old or if younger, you have the permission from a parent or legal guardian.
- 1.3 If you are 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.
- 1.4 If you are 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.
- 1.5 By joining you agree that you are not breaching any legal obligations or conditions imposed on you by a court of law.
- 1.6 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.
- 1.7 If you attend with a carer, your carer is entirely responsible for your care and wellbeing. Please see the Carers section below.
- 1.8 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.

- 1.9 You are entitled to access and use resources defined by your membership strictly for your own personal use and only provided your fees are up to date.
- 1.10 It is a condition of your membership that you will not solicit any Members, Leaders, Rock Choir staff or any person associated with Rock Choir or performance/event organisation on behalf of yourself or any third party or business enterprise to leave Rock Choir or join an alternative competing organisation.
- 1.11 Only you, the person named in the joining process and identified as the registered Member, can benefit from this Agreement. You may not transfer your membership to any other person, nor allow them to attend or participate under your membership.

## **2 Choirs and Rehearsals**

- 2.1 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 or approved 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.
- 2.2 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.
- 2.3 If rehearsals are cancelled due to illness or events outside of our control (weather, power failure etc.) then Rock Choir reserves the right to move the missed session online or will make reasonable 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.
- 2.4 A 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.
- 2.5 Rock Choir may, at its absolute discretion, merge a choir with another choir, move a rehearsal venue to a new one or move a Choir Leader to another location. In these instances Rock Choir will ensure the change is communicated to members as soon as is practicably possible and endeavour to put alternative arrangements or plans in place.
- 2.6 A member is welcome to attend any other regular weekly rehearsals led by their home / performance Choir Leader where there is capacity at the venue, however new members will be prioritised.
- 2.7 A member should notify their Choir Leader when they wish to attend another rehearsal to ensure there is capacity and so the member can be kept informed of any changes – e.g. venue change or rehearsal change or cancellation. From time to time,

Rock Choir may request members attend other choir rehearsals for specific purposes such as but not limited to rehearsal for a performance or show.

- 2.8 Whilst you are welcome to attend a rehearsal of another leader periodically, this is only with the prior consent of Rock Choir (see also clause 2.1). Failure to notify of such an attendance may result in a charge for each additional rehearsal attended. These additional charges will not be refunded.
- 2.9 Travel arrangements are to be made by each Member to rehearsals and performances unless it is agreed otherwise.

### **3 Fees**

- 3.1 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. The fees payable are inclusive of VAT at the rate applicable at the current time.
- 3.2 Where applicable, you agree to maintain a direct debit instruction with your bank for the monthly membership amount.
- 3.3 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.
- 3.4 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 [office@rockchoir.com](mailto:office@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.

- 3.5 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, membership will be suspended. When a Member who is making full-termly payments wishes to leave Rock Choir they are required to email [office@rockchoir.com](mailto:office@rockchoir.com) to request termination 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.

- 3.6 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 may 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.
- 3.7 Rock Choir reserves the right to take action against you for any unpaid fees and will also seek to recover any costs incurred in doing so.

#### **4 Cancellation or Suspension by you**

- 4.1 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.
- 4.2 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/membership to the date of cancellation.
- 4.3 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 fees due will be calculated to the date of cancellation. 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.
- 4.4 You may interrupt your membership for any period for exceptional reasons (to be agreed with Rock Choir), during which your membership will be suspended, by emailing [office@rockchoir.com](mailto:office@rockchoir.com).
- 4.5 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.

#### **5 Behaviours and Code of Conduct**

- 5.1 Rock Choir aims to create a safe and positive environment for all its Members, leaders and staff. In order to do this, we must ensure acceptable standards of behaviour from our Members. You must at all times comply with the following provisions (the "**Code of Conduct**").
- 5.2 All Members should:
- (a) be punctual to rehearsals and adhere to times and guidelines set by Rock Choir.

- (b) respond to the leadership of the Choir Leader and official Rock Choir staff members.
- (c) be co-operative with both Rock Choir staff and fellow Rock Choir Members
- (d) uphold an equal-opportunity environment
- (e) be respectful at all times to all members and staff.

5.3 All Members should not:

- (a) engage in any form of negative or bullying 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;
- (b) engage in any other form of inappropriate behaviours whilst attending Rock Choir rehearsals, events, performances, social gatherings or any other occasions with Rock Choir;
- (c) communicate with their leader inappropriately including but not limited to sending messages or other communications unrelated to choir rehearsals, performances, shows or events, or sharing unwarranted personal or sensitive information;
- (d) place undue personal pressure on Rock Choir members, Rock Choir Leaders, the Rock Choir office staff, or any individual working with or for Rock Choir, including but not limited to requesting personal support or transport assistance;
- (e) otherwise do anything that might bring Rock Choir into disrepute. This includes actions and activities outside of your Rock Choir membership and activities.

5.4 Inappropriate behaviours will be determined at our discretion, and will include but not be limited to:

- (a) Harassment. Harassment includes behaviour and language which is intimidating, humiliating, causes offence or is hostile; which causes stress, anxiety, fear or sickness on the part of the harassed person. We remind everyone that harassment based on age, sex, race, disability, sexual orientation, gender re-assignment, ethnic or national origins, religion or belief, or harassment of a sexual nature, is unlawful and could entail legal action or even criminal proceedings.
- (b) Sexual harassment. Any unwanted conduct of a sexual nature affecting the dignity of a person which can include unwelcome physical, verbal or non-verbal conduct whereby the behaviour is inappropriate, offensive or distressing for the recipient. Conduct or comments become harassment when they are unwelcome to others or make others feel uncomfortable or threatened, even if intended as a joke.
- (c) Bullying. Bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, which could reasonably be regarded as undermining

the individual's right to dignity in the rehearsal room/ performance space or social events. Examples of bullying behaviour include:

- (i) Personal insults and name calling
- (ii) Persistent unjustified criticism and sarcasm
- (iii) Public or private humiliation
- (iv) Aggression including intimidation and threats in general

5.5 You will undertake to meet any legal conditions or obligations placed on you by any court of law including, should the need arise, removing yourself from any rehearsal as well as, but not limited to, any event, performance or social occasion run by Rock Choir. Where Rock Choir identifies that you have breached a legal obligation it reserves the right to cancel your membership and no refunds will be given in these circumstances.

## **6 Reporting Inappropriate Behaviour**

6.1 We invite Members to report instances of breaches of our Code of Conduct or inappropriate behaviour to us, and encourage your peers to do the same. Peer to peer support will help to create a culture where inappropriate behaviour is not accepted.

6.2 There are a number of ways to report inappropriate behaviour at any time.

- (a) If you feel comfortable doing so, we encourage you to first address your concern with the individual(s) involved to help foster an honest and open community.
- (b) In writing to us, by email to [office@rockchoir.com](mailto:office@rockchoir.com)
- (c) Verbally (in a confidential environment) with your Choir Leader or member of our management team.

6.3 If you do not feel comfortable discussing this with your Choir Leader, or if the complaint is about a leader or one of the management team you may report your concerns to [office@rockchoir.com](mailto:office@rockchoir.com) or by calling 01252 714 276. The Complaints Manager will meet/speak with all persons involved in a safe, confidential environment to discuss the events and agree a course of action. All situations need a sensitive, high level, bespoke response and so these meetings will be very gentle. If you so wish to have some support in these meetings, you may bring a close friend or family member.

## **7 Filming and Social Media**

7.1 As a member, you agree that photographic, motion picture, electronic (video) images and sound and video recordings may be taken of all the members and used for training, feedback, advertising and marketing purposes in relation to Rock Choir. You consent to incidental inclusion in such materials that we may take from time to time.

7.2 Members and their families/friends will be permitted to film or photograph Rock Choir shows providing the venue allows such actions and there is no additional charge to Rock Choir by the venue to enable this facility, and subject to the rest of the provisions and conditions set out here. 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.

7.3 Where filming or photographs 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:

- (a) The filming / taking photos 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.
- (b) If the film / photo 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.
- (c) Whilst filming / taking photos, 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).
- (d) No permission will be granted to film or photograph the show for any professional or commercial purposes.
- (e) Children – any photos/film/recording of children or vulnerable adults must be in line with any permissions, conditions or restrictions notified to you or at an event or venue.

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

## **8 Intellectual Property Ownership**

8.1 The materials, music, arrangements, harmonies, concepts and resources used in Rock Choir ("**Rock Choir Materials**") are owned by Rock Choir, its licensors, or other third party rights holders.

8.2 All such rights are protected by Intellectual Property law. In becoming a member and taking part in any rehearsal, performance, workshop or event it is agreed that any use of Rock Choir Materials will be solely used for these Rock Choir purpose. No other licence or permission to use such Rock Choir Materials is given and is strictly prohibited. If found to be used, legal action may ensue against the individual.

8.3 Rock Choir may from time to time provide additional materials or 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.

8.4 You must use the Rock Choir Materials or additional materials / facilities etc in the proper manner and you must consult your Choir Leader or head office staff if you are unsure.

## **9 Personal Data and Communications**

- 9.1 You agree that you have understood our privacy policy which is available at <https://www.rockchoir.com/privacy/>.
- 9.2 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.
- 9.3 We may communicate Rock Choir related information to you by email, SMS or by post.
- 9.4 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.
- 9.5 We use trusted third party services to manage Rock Choir membership operations. We will not sell or give your data to anyone else.

## **10 Disclaimers and Liability**

- 10.1 Rock Choir is not responsible for damage to person or damage to, loss / theft of personal belongings whilst attending rehearsals and performances or before and after rehearsals and performances unless caused by Rock Choirs negligence.
- 10.2 If such loss, damage or theft is caused by the negligent acts or omissions of Rock Choir or its Choir Leaders, employees or subcontractors, our liability to you will be limited to £100.
- 10.3 Members should understand clearly that Rock Choir cannot be held responsible for damage or loss caused by misconduct or other Members.
- 10.4 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.
- 10.5 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 any additional services and these are specifically excluded from the Membership Agreement and Rock Choir does not accept any responsibility for the same.
- 10.6 In any event to the extent Rock Choir have any liability to you under this Agreement, this shall be limited, to the extent the extent permitted by law, to greater of the fees paid by you in the previous 12 months, or £100 per claim.
- 10.7 To the extent permitted by law, save as expressly set out here, we exclude all other conditions, warranties, representations, liability, or other terms which may be implied.
- 10.8 Nothing in these Agreement excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or in



relation to your statutory rights, or for any other liability that cannot be excluded or limited by English law.

## **11 Suspension and Termination**

11.1 Rock Choir reserves the right in its absolute discretion to suspend your membership or terminate this agreement if it is felt to be in the best interests of the company, a Choir, its Leader or any of its Members for it to do so.

11.2 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.

11.3 We may suspend or terminate this Agreement and your Rock Choir membership with immediate effect if

- (a) you do not pay any applicable fees or membership amount when it falls due;
- (b) breach any element of the Rock Choir Membership Code of Conduct;
- (c) otherwise you breach any other provision of this Agreement

In the event of termination or suspension you will no longer be able to access the Rock Choir Materials or additional materials / facilities etc including your downloads, and you will not receive a refund.

11.4 No failure to enforce these terms or other delay in imposing a suspension or termination will act as a waiver of our rights, and Rock Choir reserves the right to subsequently enforce the terms of this Agreement.

11.5 In the event that that this Agreement and/or your membership is suspended or terminated by Rock Choir under clauses 11.1 or 11.3, or otherwise not due to the fault of Rock Choir, you will not receive any refunds.

## **12 Carers**

12.1 If you are attending Rock Choir with a carer, your carer is welcome to join in with the weekly rehearsals however they will not be granted access to resources or membership benefits and will not be able to actively participate in performances or events.

12.2 Depending on your needs and the level of support you require, your carer is entirely responsible for your care and well-being at all times and must attend any performances, events, etc. with you to continue these responsibilities.

12.3 We welcome everyone at Rock Choir however we do understand that rehearsals may be more challenging for some people. We don't expect anyone to carry out the dance moves if they choose not to or don't feel able to. If you feel that you would prefer to sit throughout a rehearsal, performance, show or event, you are of course welcome to do so, we don't ask that you do anything more than you are willing to do.

12.4 We expect everyone to get the same enjoyment from the sessions and in consideration of this, we ask that your carer/s comply with the following:

- (a) To always sit with you during the rehearsal, performance, event etc.

- (b) To actively support you and ensure their attention is on you at all times and not distracted with i.e. mobile devices, etc.
  - (c) To ensure you have a care plan in place suited to your needs and to act on these immediately the need arises.
  - (d) To ensure they support the Choir Leader at all times to maximise your participation and enjoyment and that of others.
- 12.5 Where a carer fails to meet these requirements resulting in a negative effect on you, other members or the choir as a whole, you agree that Rock Choir may speak directly with you to your carer, family or support agency to endeavour to resolve the issues. Where the issues cannot be resolved and only if there is no alternative solution, Rock Choir reserves the right to cancel your membership and a refund will be issued for future sessions paid for.

### **13 Other / General**

- 13.1 You should print a copy of this Agreement for future reference.
- 13.2 Rock Choir reserves the right to amend these terms and conditions at any time. We will notify you of any changes to these terms and conditions.
- 13.3 If any provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 13.4 No failure to exercise or delay in exercising any right or remedy provided under these terms or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 13.5 These terms (as amended from time to time), along with any document or communication expressly referred to within them, constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Terms.
- 13.6 We may assign or transfer 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.
- 13.7 This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales, or other relevant court in the UK where you reside..

### **14 Contact Details**

Use our online enquiry form at: [www.rockchoir.com](http://www.rockchoir.com)

Write to us at : Rock Choir Ltd, Unit 7 Hurlands Business Centre, Hurlands Close, Farnham, Surrey, GU9 9JE.

Call us on: 01252 714 276

Email us at: [office@rockchoir.com](mailto:office@rockchoir.com)