

Rock Choir Tasters

Terms and Conditions

This is an Agreement between you, also known here as “**the Taster**” 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 booking a taster session you are accepting the terms and conditions in this Taster Agreement. You should only attend if you have read them in full and are willing to accept them.

- 1. Booking/Attending a Taster Session**
- 2. Fees**
- 3. Cancellation of Taster Session by you**
- 4. Behaviours and Code of Conduct**
- 5. Reporting Inappropriate Behaviour**
- 6. Filming and Social Media**
- 7. Intellectual Property Ownership**
- 8. Personal Data and Communications**
- 9. Disclaimers and Liability**
- 10. Cancellation**
- 11. Carers**
- 12. Other / General**
- 13. Contact Details**

1 Booking/Attending a Taster Session

- 1.1 This Taster Agreement commences once you have accepted the terms during the booking process. By accepting these terms you are agreeing to its terms.
- 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 must be accompanied by a parent or legal guardian.
- 1.4 If you are aged 14 to 17 you may attend unaccompanied however Rock Choir has no responsibility for your welfare outside of the rehearsals.
- 1.5 By attending you agree that you are not breaching any legal obligations or conditions imposed on you by a court of law.
- 1.6 If you attend with a carer, your carer is entirely responsible for your care and wellbeing. Please see the Carers section below.
- 1.7 It is a condition of your attendance 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.

- 1.8 Only you, the person named in the taster booking process and identified as the registered attendee, can benefit from this Agreement. You may not transfer your booking to any other person, nor allow them to attend or participate under your name.
- 1.9 Travel arrangements are to be made by each Taster to their rehearsals unless it is agreed otherwise.

2 Fees

- 2.1 You agree that you will not attend further sessions unless you complete the joining process and 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 Cancellation of Taster Session by you

- 3.1 You have the right to cancel this Agreement without giving any reason by notifying us by email at office@rockchoir.com.

4 Behaviours and Code of Conduct

- 4.1 Rock Choir aims to create a safe and positive environment for all its Tasters, members, leaders and staff. In order to do this, we must ensure acceptable standards of behaviour from our Tasters. You must at all times comply with the following provisions (the “**Code of Conduct**”).
- 4.2 All Tasters 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 Tasters and members
 - (d) uphold an equal-opportunity environment
 - (e) be respectful at all times to all tasters, members and staff.
- 4.3 All Tasters should not:
 - (a) engage in any form of negative or bullying behaviour, whether written or verbal, towards others including Rock Choir tasters, members, Rock Choir Leaders, the Rock Choir office staff or to the rehearsal environment/staff;
 - (b) engage in any other form of inappropriate behaviours whilst attending a Rock Choir rehearsal;

- (c) communicate with their leader inappropriately including but not limited to sending messages or other communications unrelated to choir rehearsals, or sharing unwarranted personal or sensitive information;
- (d) place undue personal pressure on Rock Choir tasters, 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 Rock Choir.

4.4 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

4.5 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 run by Rock Choir. Where Rock Choir identifies that you have breached a legal obligation it reserves the right to cancel your taster session.

5 Reporting Inappropriate Behaviour

5.1 We invite Tasters 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.

- 5.2 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
 - (c) Verbally (in a confidential environment) with your Choir Leader or member of our management team.
- 5.3 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 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.

6 Filming and Social Media

- 6.1 As a taster, you agree that photographic, motion picture, electronic (video) images and sound and video recordings may be taken of all the tasters and 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.
- 6.2 Tasters are not permitted to film, record or photograph Rock Choir rehearsals without the express permission from Rock Choir Head Office. Requests should be submitted in writing with details of the purpose of the project and the intended use of the outputs to pr@rockchoir.com.
- 6.3 All media requests to interview, film, record, broadcast, etc. must be submitted in writing to pr@rockchoir.com without exception.
- 6.4 No form of recording, photography, interviewing or filming can take place unless or until such permission has been granted in writing and Rock Choir is not bound by any deadlines imposed by such requests.
- 6.5 No social media accounts may be set up using any known Rock Choir references for example, but not limited to, Rock Choir, Rockies, RC, The Choir That Rocks, on any social media platform. These accounts can be misleading and create confusion and ill-feeling amongst the choirs and members. Rock Choir reserves the right to take action to remove any social media accounts on any platform where this clause has been breached.

7 Intellectual Property Ownership

- 7.1 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.
- 7.2 All such rights are protected by Intellectual Property law. In being a taster and taking part in any rehearsal 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.
- 7.3 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.

8 Personal Data and Communications

- 8.1 You agree that you have understood our privacy policy which is available at <https://www.rockchoir.com/privacy/>.
- 8.2 By becoming a taster of Rock Choir you consent to receiving communications relating to your taster session, local and national Rock Choir events, shows and opportunities and information about Rock Choir benefits.
- 8.3 We may communicate Rock Choir related information to you by email, SMS or by post.
- 8.4 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.
- 8.5 We use trusted third party services to manage Rock Choir taster and membership operations. We will not sell or give your data to anyone else.

9 Disclaimers and Liability

- 9.1 Rock Choir is not responsible for damage to person or damage to, loss / theft of personal belongings whilst attending rehearsals or before and after rehearsals unless caused by Rock Choirs negligence or breach of this agreement.
- 9.2 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.
- 9.3 Tasters should understand clearly that Rock Choir cannot be held responsible for damage or loss caused by misconduct or other Tasters or members.
- 9.4 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 Taster 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.

- 9.5 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 Taster Agreement and Rock Choir does not accept any responsibility for the same.
- 9.6 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 £100 per claim.
- 9.7 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.
- 9.8 Given the fact that your invitation to the Taster Session is free of charge, you acknowledge and agree that the limitations of liability in clause 9 are reasonable. If a court of law establishes that the limitation of liability contained in this clause 9 are unreasonable, our liability to you will be limited to the lowest financial amount determined to be reasonable under applicable law. If any part of clause 9 is held to be illegal or unenforceable by a court of competent jurisdiction, that part shall be deemed not to form part of this Taster Agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 9.9 Nothing in this 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 applicable law.

10 Cancellation

- 10.1 Each of us may in its absolute discretion cancel the Taster Session for any reason. If we cancel the Taster Session, we will use reasonable endeavours to let you know.
- 10.2 Each of us may terminate this agreement:
- (a) (in the case of us alone), for any reason, with or without notice, where we feel it to be in the best interests of the company, a choir, its leader or any of its members for it to do so, or you breach any element of the Code of Conduct;
- (b) if (in case of either of us) the other party breaches any other provision of this Agreement.

In the event of termination or suspension you will no longer be able to access the Rock Choir facilities, etc.

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

11 Carers

- 11.1 If you are attending Rock Choir with a carer, your carer is welcome to join in with the rehearsal.
- 11.2 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 the rehearsal with you to continue these responsibilities.
- 11.3 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 you are of course welcome to do so, we don't ask that you do anything more than you are willing to do.
- 11.4 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
 - (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.
- 11.5 Where a carer fails to meet these requirements resulting in a negative effect on you, other tasters or 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 option to become a member .

12 Other / General

- 12.1 You should print a copy of this Agreement for future reference.
- 12.2 Rock Choir reserves the right to amend these terms and conditions at any time.
- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 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.

13 Contact Details

Use our online enquiry form at: 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