



## **WOMEN ROCKIN' HARMONY CHOIRS MEMBERSHIP AGREEMENT TERMA AND CONDITIONS**

This is an agreement between **you**, also known here as “the Member” or “you”, “your” etc and **Elless Enterprises Ltd**, a company registered in England and Wales (registration number 14049736), trading as **Women Rockin' Harmony Choirs®** whose registered office is at 53 Sawley Avenue, Blackpool FY4 2NB, also known here as “Rockin' Harmony Choirs” “the Choir”, “us”, “we”, “our” etc.

By following the joining process to become a member of Rockin' Harmony® Choirs, you are accepting the terms and conditions in this Membership Agreement. You should only join if you have read them in full and are willing to accept them.

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## **1. Membership.**

- a. Your membership of the **choir** begins once you have accepted the terms laid out in this agreement and paid the appropriate membership fee. By accepting these terms, you are agreeing to them including the obligation to pay any applicable fees which are shown to you during the joining process.
- b. Your membership is valid as long as your monthly membership payments are kept up-to-date. Membership will automatically be terminated if payment is not made within 14 days of the date it becomes due.
- c. You agree to provide accurate and up-to-date personal information. You agree to advise us immediately of any changes to your personal details by emailing the Rockin' Harmony Choirs office directly.
- d. You confirm that you are over 18 years of age.
- e. Only you, the person named in the joining process and identified as the 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.

- f. By joining you agree that you are not breaching any legal obligations or conditions imposed on you by a court of law.
- g. The Choir reserves the right to refuse or revoke membership at its discretion.
- h. You are assumed to be medically fit to undertake the vocal and physical demands of participation in the Choir's rehearsals and performances. If you have any doubts, these should be raised with the choir's directors **before** joining.
- i. It is a condition of your membership that you will not solicit any Members, Leaders, Choir staff or any person associated with the Choir or performance/event organisation on behalf of yourself or any third party or business enterprise to leave the Choir or join an alternative competing organisation.

## **2. Teams, rehearsals and performances.**

- a. There may be multiple Rockin' Harmony® Choirs teams involved in projects and performances which may be based at different locations. Each team will rehearse separately until the technical or dress rehearsal which will be conducted as a whole group. Venues for these whole group rehearsals will be determined prior to the commencement of each project.

- b. Rockin' Harmony® Choirs rehearsals are arranged to fit in with the requirements of each project we undertake. Rockin' Harmony® Choirs reserve the right to alter the schedule and/or location of rehearsals to fit in with these projects, or with performances and any other events that may be taking place. No refunds will be given in these circumstances.
  
- c. If rehearsals are cancelled due to illness or events outside of our control (including but not restricted to weather, power failure etc.) then the Choir reserves the right to move the missed session online or will make reasonable endeavours to provide alternative rehearsal time. No refunds will be given in these circumstances. The Choir will always endeavour to give as much notice as possible to members for any changes made to regular scheduled rehearsals.
  
- d. A team will only proceed with a minimum sized group which is determined by the Choir directors. If this minimum is not achieved, the team may be closed. All Members will be refunded for any future paid for sessions or transferred to another team with the agreement of the Choir directors.
  
- e. Solos, where appropriate within musical arrangements, are determined by audition and will be allocated solely at the discretion of the directors. The choir director's decision relating to solos is final.
  
- f. From time to time, the Choir's directors may request members attend other choir rehearsals for specific purposes such as but not limited to rehearsal for a performance or show.

- g. The Choir shall not be liable for cancellation of a project, performance or other event due to factors outside of our control (including but not restricted to weather, power failure, pandemic, national disaster, cancellation of an event not being run by us etc.)
- h. Travel arrangements are to be made by each member to rehearsals and performances unless it is agreed otherwise.

### **3. Membership Fees.**

- a. You understand that all membership fees, explained in the joining instructions are to be paid on time, prior to the beginning of each month.
- b. You understand your membership runs for the duration of each month.
- c. It is your responsibility to ensure your payment method is set up correctly and your fees are paid/collected successfully. While the Choir may inform you of any issues or errors that can occur from time to time, any overdue amounts will be payable in full.
- d. The 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 Termination by you.**

- a. 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 [harmonychoirblackpool@gmail.com](mailto:harmonychoirblackpool@gmail.com). The cancellation period will expire after 14 days from the day you accept the terms.

- b. If you cancel your membership within the above 14-day period we will refund to you on request the fees paid for the remainder of the month no later than 14 days after the day on which we are informed about your decision to cancel, less the cost of rehearsals/membership you have attended to the date of cancellation.
- c. If you decide to terminate your membership after the 14-day cancellation period, refunds will be determined entirely at the discretion of the Choir directors.

## **5. Member Commitments and Responsibilities.**

- a. The Member agrees to learn song words, harmony parts, and movements as required.
- b. The Member acknowledges that supporting resources for learning will be provided to paid-up choir members.
- c. The Member agrees to follow the musical director's advice and leadership.

## **6. Behaviours and Code of Conduct**

- a. The 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 always comply with the following provisions (the "Code of Conduct").

b. All Members should:

- (i) be punctual to rehearsals and adhere to times and guidelines set by the Choir;
- (ii) respond to the leadership of the Choir directors and official Choir staff and partners;
- (iii) be co-operative with both Choir staff and fellow Choir Members;
- (iv) uphold an equal-opportunity environment;
- (v) be respectful at all times to all members and staff;
- (vi) attend any event where they have registered their interest and have been selected to perform – failure to attend a performance without notifying the leader may result in further opportunities being withheld.

c. Any member causing interference with another member's ability to concentrate upon a director's instructions or to participate with full concentration in a rehearsal or performance may be spoken to about this by the appropriate director. After such a conversation, if the disruptive behaviour continues, that member will be asked to leave the Choir.

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

- (i) 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.

(ii) 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.

(iii) 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:

- Personal insults and name calling
- Persistent unjustified criticism and sarcasm
- Public or private humiliation
- Aggression including intimidation and threats in general.

- e. Inappropriate behaviour will not be tolerated against members, staff, leaders, visitors, audience members or anyone connected to performance or rehearsal venues.
- f. The consumption of alcohol or recreational drugs before a performance is strongly discouraged. Anyone appearing to be under the influence of alcohol or recreational drugs before a performance will not be allowed to perform and will be asked to leave the premises.
- g. 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 Rockin' Harmony® Choirs. Where Rockin' Harmony® Choirs identifies that you have breached a legal obligation it reserves the right to cancel your participation and no refunds will be given in these circumstances.

## **7. Reporting Inappropriate Behaviour.**

- a. Members should report instances of breaches of our Code of Conduct or inappropriate behaviour to choir directors.
- b. There are a number of ways to report inappropriate behaviour at any time;
  - (i) if you feel comfortable doing so, we encourage you to first address your concern with the individual(s) involved;
  - (ii) in writing to us, by email to [harmonychoirblackpool@gmail.com](mailto:harmonychoirblackpool@gmail.com);
  - (iii) verbally (in a confidential environment, in person or via Zoom) with a choir director.

## **8. Health and Wellbeing.**

You are assumed to be medically fit to undertake the vocal and physical demands of participation in the Choir's rehearsals and performances.

## **9. Copyright and Trademarks.**

- a. The Member understands and agrees that the Rockin' Harmony® Choirs logos and names are trademarked and should not be used outside the context of the Choir's performances and recordings.

- b. No choirs may be set up using any known Rockin' Harmony® Choirs references for example, but not limited to, Women Rock, Rockin' Women, Rockin' Choirs, Men Rockin' Harmony, RHC. This can be misleading and create confusion for potential audiences and choir partners. Rockin' Harmony® Choirs reserves the right to take legal action where this section has been breached.
- c. You acknowledge that alternative logo designs to Rockin' Harmony® Choirs' own, within the context of our projects, are not permitted and that producing and disseminating alternative logos may result in legal action.
- d. You understand that most musical arrangements used in the Choir's performance are copyright to the directors of the Choir and are not to be used outside the context of Rockin' Harmony® Choirs performances or recordings.
- e. You acknowledge that where the arrangements are not copyright to the directors, permission for their use has been obtained by the directors specifically for use in the context of Rockin' Harmony® Choirs projects.

## **10. Intellectual Property.**

- a. The Choir may provide music sheets, lyrics, audio recordings, video tutorials or other copyrighted materials exclusively for use within rehearsal, personal practice and performance purposes. You are entitled to access and use resources defined by your membership strictly for your own personal use and only provided your membership fees are up to date.

- b. Members may not reproduce, distribute, or sell any copyrighted materials provided by the Choir without written permission from the Choir's directors.

## **11. Filming and Social Media.**

- a. You acknowledge and consent to being filmed at rehearsals and performances. These may be used for training and feedback for your or any other of our organisation's choir groups or projects.
- b. You understand that video clips may be regularly uploaded to various social media platforms to promote the Choir and its activities. You acknowledge that your image may remain part of the choir's promotional material even after your membership has finished.
- c. You agree to provide your signed consent for the filming and usage of your image as described above.
- d. You understand that an official photographer/videographer is engaged by the Choir for all visual content and that members or their associates must not interfere with their work.
- e. You agree not to alter or embellish official posts created by the Choir's social media director and not to use filters or other editing tools altering the appearance of choir members or directors without their written consent. You acknowledge that disseminating altered images of the directors or members may result in legal action.
- f. You or your family members and friends may take personal photos at performances, but these photos are not to be disseminated as official Choir

material. 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 the Choir itself. In such circumstances we will request the footage to be removed.

- g. 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). No permission will be granted to film or photograph the show for any professional or commercial purposes.
- h. Immediate compliance is required should anyone be asked to stop filming by a Choir director or venue official.
- i. All media requests to interview, film, record, broadcast, etc. must be submitted in writing to [harmonychoirblackpool@gmail.com](mailto:harmonychoirblackpool@gmail.com) without exception. No form of recording, photography, interviewing or filming can take place unless or until such permission has been granted in writing and Rockin' Harmony® Choirs are not bound by any deadlines imposed by such requests.
- j. No social media accounts may be set up using any known Rockin' Harmony® Choirs references for example, but not limited to, Women Rock, Rockin' Women, Rockin' Choirs, Men Rockin' Harmony, RHC, on any social media platform. These accounts can be misleading and create confusion and ill-feeling amongst the choirs and members. Rockin' Harmony®

Choirs reserves the right to take action to remove any social media accounts on any platform where this section has been breached.

## **12. Personal Data and Communications.**

- a. You agree to utilize the communication channels provided by the directors for choir-related information and updates. This may include email and a choir-specific app. selected by the directors.
- b. You also agree not to set up alternative or parallel communication methods or channels to discuss choir related matters or to encourage other members to do so.
- c. You agree that you have read and understood our privacy policy.
- d. By becoming a member of Rockin' Harmony® Choirs, you consent to receiving communications relating to your membership, shows and opportunities and information about choir benefits.
- e. We may communicate choir related information to you by email, SMS or choir-specific app.
- f. You may opt out of email and SMS communications that we may send but if you do, we cannot be held responsible for any confusion, omission or loss incurred by you not receiving choir related communications.
- g. We use trusted third-party services to manage choir membership operations. We will not sell or give your data to anyone else.

### 13. Dress Code.

- a. The Member agrees that for public performances, all members will be expected to follow the dress code **of the official choir T-shirt or a plain, red T-shirt or hoodie** (no slogans, logos or illustrative designs unless the official Rockin' Harmony® Choirs logo provided directly by us), black jeans, and white trainers. For outdoor performances, a white pom pom or bobble hat and white gloves may be added.
- b. Choir T-shirts and hoodies will be available for purchase from time to time, and their purchase is not compulsory.

### 14. Termination.

- a. Either party may terminate this Agreement at any time by providing written notice.
- b. Suspension and Termination by us: The 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.
- c. If a Rockin Harmony® Choirs Team closes indefinitely during a term and another Team is not a suitable alternative, this Agreement will end and you will receive a pro-rata refund of your membership fee.
- d. We may suspend or terminate this Agreement and your Choir membership with immediate effect if:

- (i) you do not pay any applicable fees or membership amount when it falls due;
- ii) breach any element of this agreement;
- (iii) 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 Rockin' Harmony® Choirs Materials or additional materials/facilities etc. including your downloads, and you will not receive a refund.

- e. No failure to enforce these terms or other delay in imposing a suspension or termination will act as a waiver of our rights, and Rockin' Harmony® Choirs reserve the right to subsequently enforce the terms of this Agreement.
- f. In the event that that this Agreement and/or your membership is suspended or terminated by Rockin' Harmony® Choirs under this section or otherwise not due to the fault of Rockin' Harmony® Choirs, you will not receive any refunds.

## **15. Disclaimers and Liability.**

- a. Neither Rockin' Harmony® Choirs nor Elless Enterprises Ltd are responsible for damage or injury to person, or damage to or loss/theft of personal belongings whilst attending rehearsals and performances or before and after rehearsals and performances unless caused by negligence on behalf of the Choir.

- b. If such loss, damage or theft is caused by the negligent acts or omissions of the Choir or its Choir Leaders, employees or subcontractors, our liability to you will be limited to £50, or such other amount permitted or calculated in accordance with applicable law.
- c. Members should understand clearly that the Choir cannot be held responsible for damage or loss caused by misconduct or by other Members.
- d. Any additional services (including, for example singing or instrumental lessons) which you contract for or agree to pay for with your Choir Directors do not form part of your 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 the choir.
- e. 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 Rockin' Harmony® Choirs does not accept any responsibility for the same.
- f. In any event to the extent Rockin' Harmony® Choirs have any liability to you under this Agreement, this shall be limited, to the extent permitted by law, to greater of the fees paid by you during the relevant project, or £50 per claim.
- g. 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.



- h. 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 English law.

## **16. Accessibility.**

- a. We endeavour to have at least one rehearsal venue which is has disabled access and facilities.
- b. If you have additional accessibility requirements, please contact the Choir Directors to discuss.

## **17. Other/General**

- a. You should print or save a copy of this Agreement for future reference.
- b. Women Rockin' Harmony Choirs® reserve the right to amend these terms and conditions at any time. We will notify you of any changes to these terms and conditions.
- c. 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 section shall not affect the validity and enforceability of the rest of these Terms.

- d. 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.
- e. 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.
- f. 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.
- g. 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.

## **18 Contact Details.**

Email us at: [harmonychoirblackpool@gmail.com](mailto:harmonychoirblackpool@gmail.com)



## Sing, Move, Communicate

**Musical Director** Tanya Lawrence    **Administrative Director** Jackie Speight B.A. (Hons), M.A, M.B.A