



## **TERMS AND CONDITIONS**

### **1. Health Declaration**

Members are assumed to be medically fit to undertake the activities of the choir. Anything that a member is unsure of, should be discussed with the Musical Director before seeking membership.

### **2. Sessions and Membership**

**2.1** Hooked On Harmony will operate a minimum of 48 weeks per year. The choir will operate on the time, dates and location specified on publicity.

**2.2** Hooked On Harmony operates on subscription payment system paid monthly via a Direct Debit. Membership fees are reviewed annually.

**2.3** The Member will be charged for any sessions they do not attend during the term. If a scheduled session is cancelled due to bad weather or Musical Director illness, the session may be scheduled for a later date or a refund for that session will be provided.

**2.4** The Member is entitled to attend all sessions paid for within a calendar year.

**2.5** If Hooked On Harmony terminates the sessions, then the Member will receive a full refund for the sessions not yet given.

**2.6** You have the right to cancel the Agreement within 14 days from the Start of the Agreement without giving any reason, but you must notify us in writing if you wish to do so within the 14 day period emailing [info@hookedonharmony.org](mailto:info@hookedonharmony.org). The Start of the Agreement begins when you make your first payment. 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 indicating your exercise of the right to cancel before the cancellation period has expired.

**2.7** In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.

**2.8** If you cancel your Membership within the 14-day period we will refund you fully, no later than 14 days after the day on which we are informed about your decision to cancel.

**2.9** After the 14 day cancellation period, you may terminate your Membership subscription at any time by emailing [info@hookedonharmony.org](mailto:info@hookedonharmony.org).

**2.10** On becoming a Member of Hooked On Harmony, you are encouraged to follow the Facebook Group and you will be given access to the Choir Support App. You will also be added to the email mailing list to receive information about choir activities, social and other events.

**2.11** Lyric and photocopiable music sheets will be provided via the Choir Support App. Members are requested to only print off/ download music / lyric sheets if unable to use an electronic copy on their devices to use at the sessions.

**2.12** On joining Hooked On Harmony you will be eligible to participate in performances should the opportunity arise. The main aim of this group is to develop performance skills as an ensemble, with the focus being on the two main annual performances. However, choirs are sometimes invited to sing at community events. Invitation to participate in events will be via a poll on the Choir Support App.

**2.13** Members of Hooked On Harmony are eligible to access rehearsal music via The Choir Support App. You will receive a joining link when you sign up.

**2.14** In order to be performance ready, Members should aim to attend all sessions especially the ones leading up to the event. (6 weeks prior to a main performance and 2 weeks to a community performance) Members are expected to practise in between sessions using the provided audio rehearsal tracks.

**2.15** To assist with planning, Apologies should be given in advance to the Musical Director if Members are unable to attend sessions. Please communicate this directly via email or text message.

**2.16** Members who commit to a joint performance (with other HoH choirs) will be expected to attend some rehearsals at other venues. Joint rehearsals are important for a joint performance and members are encouraged to attend these as a priority.

**2.17** Choir members may attend normal Hooked On Harmony sessions at other venues only with prior permission from the MD. We do offer a hot drink during the break; however you are welcome to bring your own refreshment as well.

### **3. Code of Conduct**

**3.1** Hooked On Harmony aims to be a positive and safe environment for all its Members. To do this, we must ensure acceptable standards of behaviours from all Members.

**3.2** Members are asked, where possible, to be punctual to the session. This allows them to participate in the vocal warm up before singing which is essential for good vocal health.

**3.3** All Members should be co-operative and respectful towards each other and Staff. Any form of negative behaviour, whether written or verbal towards others including Hooked On Harmony Members and Staff or to the rehearsal/ performance environment Staff or audience will lead to cancellation of Membership without refund.

**3.4** We uphold an equal opportunities environment.

**3.5 Social Media groups linked to Hooked On Harmony must comply with the Malicious Communications Act 1988 and The Communications Act 2003.**

**3.6 Members should understand clearly that Hooked On Harmony cannot be held financially responsible for damage caused by a member's misconduct.**

#### **4. Health and Safety**

**4.1 Hooked On Harmony is not responsible for damage to person or personal belongs whilst attending sessions and performances or before and after sessions and performances.**

**4.2 Hooked On Harmony Members are responsible for their own property and well-being whilst attending all sessions and performances.**

**4.3 Hooked On Harmony Members are responsible for acting in accordance with the Policy and procedures for their venue.**

#### **5. Our Rights**

**5.1 We may terminate this Agreement and your Hooked On Harmony Membership with immediate effect if you do not pay any applicable fees when it falls due, by giving written notice.**

**5.2 We may terminate this Agreement and cancel your Hooked On Harmony Membership with immediate effect if you breach any of the Code of Conduct outlined in this Agreement, with written notice. In this event you will no longer be able to access The Choir Support App and you will not receive a refund.**

**5.3 With your consent we may communicate Hooked On Harmony related information to you by email, Whatsapp, or text when necessary.**

**5.4 Hooked On Harmony Choir Staff and the Owner are not liable for any loss, damage or theft of your property that you bring into any of our third party venues.**

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

#### **6. Your Obligations**

**6.1 You agree to pay fees prior to your first session and on every month thereafter.**

**6.2 You confirm that you are at least 18 years old.**

**6.3 You must use Hooked On Harmony downloads and music in the proper manner and must consult Hooked On Harmony if you are unsure.**

**6.4 Downloads which can be accessed as a Member of Hooked On Harmony, are for use in this choir only and must not be shared with any third parties without first seeking permission from Hooked On Harmony.**

**6.5 Members are not permitted to reproduce / perform together, any of the music learnt at Hooked On Harmony at events / gatherings, that have not been sanctioned by the MD.**

**6.5 You consent to incidental inclusion in marketing photographs that we make take from time to time.**

6.6 You agree to inform us immediately of any changes to your personal details including contact information by emailing [info@hookedonharmony.org](mailto:info@hookedonharmony.org)

## 7. Communication between the Parties

For the purposes of this Agreement written notice must be given on paper or by email.

## 8. Other Clauses

8.1 By joining, it is agreed that any 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 Hooked On Harmony. This does not include children, unless with your consent.

8.2 You may opt out of email and Whatsapp communications that we send but if you do, we cannot be held responsible for any loss incurred by you not receiving Hooked On Harmony related communications.

## 9. Data Protection Act

Personal and private information held by Hooked On Harmony for the purpose of communication such as email addresses and telephone numbers will not be passed to external bodies, organisations, third parties or other Members.

## 10. Payments

10.1 All payments are made via monthly subscription set up as a Direct Debit by the Member prior to the first session they attend.

10.2 Payments are made by Direct Debit set up by following the provided GoCardless payment link. Cheques and cash are not accepted.

## 11. Amendments

Hooked On Harmony reserves the right to amend these terms and conditions at any time without notice.

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 your future reference.

### Contact Details

Email: [info@hookedonharmony.org](mailto:info@hookedonharmony.org)

Website: [www.hookedonharmony.org](http://www.hookedonharmony.org)