



# Platinum Mentoring Program

## Terms and Conditions

Definitions in this agreement:

- a. The student will be known as the "Student"
- b. The Songwriting Academy Ltd. will be known as the "Company"
- c. The Platinum Mentoring Program will be known as the "Program"
- d. The date on which the Student agreed to enrol in the Program and made a payment will be known as "Enrolment"
- e. The date agreed that the Student will commence the Program will be known as the "Start Date"

### 1. Program fees

- 1.1 Where stated, fees quoted are inclusive of VAT at the current rate at the time of Enrolment
- 1.2. The total fee for the Program must be paid by the Student in one of the following ways:
  - 1.2.1 In full before the Start Date of the Program as agreed at Enrolment
  - 1.2.2 Paid in two payments where: 50% of the total fee is paid at the time of Enrolment (unless agreed otherwise between the Student and an agent of the Company) followed by the remaining 50% balance due 30 days after the initial payment.
  - 1.2.3 Paid through a payment plan agreed by the Student and the Company where: 50% of the total fee (unless agreed otherwise) is paid at the time of Enrolment, followed by an agreed number of monthly payments. Where such a payment plan is agreed, there will be an administration fee of £24.00 GBP applicable for each month that there is an outstanding balance. Once the payment plan is completed there will be no further charges applicable. If the balance of the plan is paid early, no subsequent admin charges for the payment plan will be applicable after that final payment.
- 1.3 The Student agrees that all fees will be paid in full as per clause 1.2 and that no alterations to the payment option chosen by the Student will be considered by the Company after the Start Date of the Program.
- 1.4 Access to the Program will be granted on the Start Date of the Program, if the Student has made sufficient payments by one of the options in clause 1.2.
- 1.5 If sufficient payments have not been made by the Start Date the Company reserves the right to withhold access to the Program.
- 1.6 At the point where an initial payment has been made, the Student has agreed to purchase the services of the Company and as such will create a legally binding contract.
- 1.7 The Company accepts no liability if our services are delayed because the Student did not give the correct payment details. If it is not possible to obtain payment from the Student for the Program, then the Company can refuse to process the Student's order and/or suspend any further services. This does not affect any other rights the Company may have.

### 2. Cancellation rights

- 2.1 Where the Student is a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** they will have the legal right to cancel their place on the Program up to 14 calendar days after the day on which the contract is entered into (initial payment on Enrolment). In the event of cancellation, the Student will be entitled to a full refund and does not need to give the Company any reason for cancelling the contract nor will they have to pay any penalty fee (unless they have started the Program within the Cancellation Period in accordance with clause 2.3).

2.2 Should the Student wish to cancel their Program, they can use the cancellation form provided at the end of these terms and conditions, or alternatively notify the Company by emailing [platinum@thesongwritingacademy.co.uk](mailto:platinum@thesongwritingacademy.co.uk).

2.3 If the Student starts the Program within the 14 day Cancellation Period they accept that the Start Date of the Program will override the final date of the Cancellation Period. The Student's right to cancel the services will no longer apply once the Program has been started.

2.4 Once the 14 day Cancellation Period has passed, the Student will not be entitled to any refund on monies paid to the Company and must continue making payments agreed in any payment plan, until the fees for the Program, and any relevant administration charges, have been paid in full.

### 3. Variations to the Program by the Student

3.1 At the time of Enrolment, the Start Date of the Program will be agreed between the Student and the Company, however, the Student may request a change of Start Date once only.

3.1.1 If the Student requests a change of Start Date and gives the Company more than 14 days notice, an administration fee of £75.00 GBP will apply.

3.1.2 If the Student requests a change of Start Date and does not give the Company more than 14 days notice, an administration fee of £150.00 GBP will apply.

3.2 Any other variations to the Program must be authorised by the Company and will incur an administration fee of £195.00 GBP.

3.3 Membership to the Program is for a period of 12 months from the agreed Start Date.

3.4 Membership to the Program will expire 12 months after the agreed Start Date.

3.5 Once the Program has started, no variations in the level chosen by the Student (i.e Lite/Plus/Elite) will be considered by the Company. For the avoidance of any doubt, once a Student has started the Program at their chosen level, the level must remain the same for the full term of the Program.

3.6 The Student may not pause or suspend the Program at any time, except:

3.6.1 Such a pause or suspension has been pre-agreed between the Student and the Company before the Start Date of the Program.

3.6.2 The Student is incapacitated due to a serious illness. In this case the Student must provide official written evidence from their examining Doctor or Physician for their case to be considered.

3.7 In the event of the Program being paused or suspended, as per clause 3.6.1 and 3.6.2, the Student agrees that all payments due to the Company in a payment plan or otherwise will be continued as per normal and without pause or suspension.

3.8 In the event that a pause is granted to a Student due to serious illness, this shall be initially for a period of one month, after which an extension review may be applied for. If an extension is agreed, the maximum pause period allowable for any Student will be three months during their Program.

3.9 Any other variations to the Program excluding 3.6.1 and 3.6.2 must be authorised by the Company and will incur an administration fee of £195.00 GBP.

### 4. Payment Plans

4.1 Payment plans must be paid without fail on each due date until the final payment has been made.

4.2 If a payment is missed for any reason on the due date a penalty charge of £25.00 GBP will be payable by the Student immediately and access to the Program will be restricted until the Student has paid the missing payment and the additional £25.00 GBP fee.

4.3 If a missed payment is still outstanding 48 hours after the due date, the penalty charge will increase to £75.00 GBP and the Student will be required to activate a new payment plan and settle all outstanding fees.

4.4 If a Student requests a variation to their payment plan after it has begun, an administration fee of £75.00 GBP will apply.

4.5. All payment plans must have a completion date no later than the end date of the Program.

4.6 Ad hoc payments will not be accepted by the Company unless pre-authorised by an agent of the Company.

### 5. Consequences of failure to pay

5.1 If the Student does not maintain payments this will be considered a breach of the contract and the Company may:

5.1.1 Withhold the Program and its services

5.1.2 Take legal action or employ a debt agency to recover the full cost of the Program

## 6. Mentoring sessions

6.1 The Student will be allocated a set number of mentoring sessions each calendar month, depending on the level of Program chosen by the Student. This will be either:

6.1.1 One mentoring session per calendar month (maximum 12 in one year)

6.1.2 Two mentoring sessions per calendar month (maximum 24 in one year)

6.1.3 Four mentoring sessions per calendar month (maximum 48 sessions in one year)

6.2 The Student must not book more than their allocated number of sessions each calendar month.

6.3 Mentoring sessions have a duration of 30 minutes and may be conducted over the internet or by telephone. Students who arrive late to a session will not be granted extra time in the session.

6.4 If the Student misses a mentoring session, or fails to book any session in any month, the session will be forfeited and cannot be carried over to subsequent calendar months.

6.5 No variations to the allocation of sessions will be considered by the Company.

6.6 No additional mentoring session can be booked by the Student outside of the allocated monthly allowance.

6.7 If the Student books an additional mentoring session outside their monthly allowance, this will be considered a breach of the terms and conditions and the session will be:

6.7.1 Cancelled by the Company, or if the session has been completed

6.7.2 Deducted from the Student's overall Program allowance AND a penalty charge of £125.00 GBP will apply.

6.8 The Student may not ask a mentor of the Company for additional private mentoring outside of the Program.

6.9 Mentoring sessions may not be cancelled or rescheduled by the Student with less than 48 hours notice. If the Student cancels or attempts to reschedule a 1-2-1 session with less than 48 hours notice, the mentoring session will be deducted from the total Program allowance and counted as lost.

## 7. Access to Program courses and resources

7.1 The Student will have one year of access to all online courses and resources included in the Program, including but not limited to: Songwriting Video Library, Online Courses, Resources and Reading, Pro Songwriting Masterclass courses and replays, Pro Production Masterclass courses and replays, Song and Production Appraisals, the Hub, Live Briefs and Plat Chat. Access to these courses and resources will end when the Student finishes the Program after 12 months.

7.2 No refunds will be given in the event that the Student does not use any or part of the courses, resources or services provided within the Program.

## 8. Song and Production Appraisals

8.1 The Student will be allowed a maximum number of song and production appraisals each calendar month, depending on the level of Program chosen by the Student. The allowances are as follows:

LITE: Two song appraisals and two production appraisals per calendar month

PLUS: Four song appraisals and four production appraisals per calendar month

ELITE: Ten song appraisals and ten production appraisals per calendar month

8.2 The Student must not exceed their monthly allowance of song or production appraisals. In the event The Student exceeds their monthly allowance:

8.2.1 Each additional appraisal will be deducted from the overall Program allowance AND

8.2.2 A penalty charge of £125.00 GBP per appraisal will apply.

8.3 If the Student does not use their allowance in any one calendar month, the allowance may not be carried over to subsequent months and will be lost.

8.4 Songs written before the start of the Program, or productions created before the Start Date of the Program will not be permitted for appraisal. All songs and productions submitted must be created after the Start Date of the Program.

8.4.1 For appraisals on songs written before the start of the Program, or productions created before the Start Date of the Program, the Student may present these directly to a mentor in their 1-2-1 sessions if they wish.

8.5 The Student may re-submit a song or production for a second appraisal, but any further submissions of the same song or production after two appraisals will be charged to the Student by the Company at £125.00 GBP per song.

8.6 In the final month of the Program, songs must be submitted for appraisal no later than 7 days before the final day of the Program. This will allow the appraisal to be completed before the end of the Program.

## 9. Intellectual Property and copyright of material

9.1 Any intellectual property created by the Student (including but not limited to: song copyrights and master recordings) will remain the property of the Student and any other third party involved in the creation of that intellectual property, and the Company will claim no ownership of that property.

9.2 Any material provided to the Student by the Company (including but not limited to: course materials, master recordings, sample tracks, audio or video content and written resources) will remain the intellectual property of the Company. The Student may not replicate or distribute, by physical or electronic means, said material without the written permission of the Company.

9.3 Any attempt by the Student to replicate or distribute material owned by the Company without the written permission of the Company will be considered a breach of clause 9.2 and will result in legal action to recover damages to the Company.

## 10. Alterations to advertised courses by the Company

10.1 Every effort will be made to adhere to the advertised courses and the mentors involved, however, the Company reserves the right to amend any courses or mentors where necessary, in which case the Company will provide a reasonable alternative to the course or mentor, and the Student agrees to accept such reasonable alternatives.

## 11. Code of conduct

11.1 Harassment and exclusionary behaviour will not be tolerated. This includes but is not limited to: threats of violence, discriminatory language, personal insults especially those using racist or sexist terms, unwelcome sexual attention, sharing sexually explicit or violent material via electronic or any other means or advocating or encouraging any of the above behaviour.

11.2 Reports of any inappropriate behaviour will be investigated by the Company and if upheld, will be referred to the appropriate authority, and result in an immediate exclusion from the Program and any other activities carried out by the Company.

11.3. In the event of the Student being excluded as per clause 11.2, no refunds will be issued to the Student and any outstanding fees will become immediately due to the Company.

11.4 The Student will be solely responsible for their behaviour and indemnifies the Company against any liability or legal action.

## 12. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to The Songwriting Academy Ltd. Any use of this website or its contents, including copying or storing it in whole or part, other than for the Student's own personal, non-commercial use, is prohibited without the Company's permission. The Student may not modify, distribute or repost anything from this website for any purpose.

## 13. If there is a problem with the services

13.1 If the Student has any questions or complaints about the services, they may contact the Company by emailing [platinum@thesongwritingacademy.co.uk](mailto:platinum@thesongwritingacademy.co.uk)

13.2 The Company is under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

## 14. Liability

14.1 The Company is only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. The Company does not accept liability if the Company is prevented or delayed from complying with our obligations set out in these terms and conditions by anything the Student (or anyone acting with their express or implied authority) does or fails to do, or is due to events which are beyond the Company's reasonable control.

14.2 Furthermore, the Company does not accept liability for any losses related to any business of the Student including but not limited to: lost data, lost profits, lost revenues or business interruption.

14.3 The Company does not accept liability for any personal or private agreements entered into directly between Students and/or Mentors, which do not fall within the services offered to the Student in the Program.

#### 15. Damage to the Student's computer

The Company tries to ensure that the website is free from viruses or defects. However, the Company cannot guarantee that the Student's use of this website or any websites accessible through it will not cause damage to the Student's computer. It is the Student's responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, the Company will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

#### 16. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from the Student to the Company must be in writing and emailed to [platinum@thesongwritingacademy.co.uk](mailto:platinum@thesongwritingacademy.co.uk) and all notices from the Company to the Student will be displayed on the Company's website from time to time.

#### 17. Law, jurisdiction and language

The contract of these terms and conditions shall be governed by English Law and The Songwriting Academy Ltd. and the Student hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding the contracts and these terms and conditions.

#### 18. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which the Company exclude our liability to the Student) the enforceability of any other part of these conditions will not be affected.

#### 18. Privacy

The Student acknowledges and agrees to be bound by the terms of the Company's privacy policy.

#### 19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.