



# 5 Day Intensive Songwriting Bootcamp

## 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 5 Day Intensive Songwriting Bootcamp will be known as the "Bootcamp"
- d. The date on which the Student agreed to enrol in the Bootcamp and made a payment will be known as "Enrolment"
- e. The date agreed that the Student will attend the Bootcamp will be known as the "Start Date"

### 1. Bootcamp 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 Bootcamp must be paid by the Student in one of the following ways:
  - 1.2.1 In full before the Start Date of the Bootcamp as agreed at Enrolment
  - 1.2.2 Paid in two payments where: 50% of the total fee is paid at the time of Enrolment followed by the remaining 50% balance due 30 days after the initial payment.
- 1.3 The Student agrees that all fees will be paid in full, prior to the Start Date of the Bootcamp, 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 first payment.
- 1.4 Access to the Bootcamp will be granted on the Start Date of the Bootcamp, 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 Bootcamp.
- 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 Bootcamp, 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 Bootcamp 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 Bootcamp within the Cancellation Period in accordance with clause 2.3).
- 2.2 Should the Student wish to cancel their Bootcamp, they can use the cancellation form provided at the end of these terms and conditions, or alternatively notify the Company by emailing [bootcamp@thesongwritingacademy.co.uk](mailto:bootcamp@thesongwritingacademy.co.uk).

2.3 If the Student starts the Bootcamp within the 14 day Cancellation Period they accept that the Start Date of the Bootcamp will override the final date of the Cancellation Period. The Student's right to cancel the services will no longer apply once the Bootcamp has 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 Bootcamp, and any relevant administration charges, have been paid in full.

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

3.1 At the time of Enrolment, the Bootcamp selected by the Student will be considered as agreed between the Student and the Company, however, the Student may later request an alternative Bootcamp (where available), subject to the following terms:

3.1.1 If the Student requests an alternative Bootcamp and gives the Company more than 7 days notice, a reschedule administration fee of £25.00 GBP will apply.

3.1.2 If the Student requests an alternative Bootcamp and does not give the Company more than 7 days notice, a reschedule administration fee of £100.00 GBP will apply.

3.1.3 If the Student fails to pay the correct reschedule fee, the Company reserves the right to deny access to the Bootcamp until the correct fee has been paid in full.

3.2 If the Student does not attend the selected Bootcamp, and does not notify the Company, all monies paid to the Company will be forfeit.

3.2.1 In the event of the Student not attending a Bootcamp as laid out in clause 3.1.2, the Student may be offered the option to rebook a Bootcamp, subject to an additional re-booking fee of £195.00 GBP.

3.3 Once enrolled, the Student must attend a Bootcamp within 12 months of the initial Enrolment date. After this period, any monies paid to the Company will be forfeit and may not be claimed from the Company by the Student.

3.4 If the Student starts a Bootcamp but does not complete that Bootcamp for any reason, an alternative Bootcamp will not be offered by the Company, except in the following case:

3.4.1 The Student is incapacitated due to a serious illness, in which case the Student must provide official written evidence from their examining Doctor or Physician for their case to be considered. If the evidence is accepted by the Company, an alternative Bootcamp may be offered (subject to availability), however the Company is not legally bound to offer an alternative Bootcamp.

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

### 4. Consequences of failure to pay

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

4.1.1 Withhold the Bootcamp and its services

4.1.2 Take legal action or employ a debt agency to recover the full cost of the Bootcamp.

### 5. Access to Bootcamp and resources

5.1 The Student will be granted 36 months of access to the Bootcamp replay videos and all online resources included in the Bootcamp.

5.2 The Student **must attend** the Bootcamp in order to gain access to the replay videos. No access to the replay videos will be granted without validation that the Student has attended the relevant Bootcamp live and in person, via video and audio interaction during the live Bootcamp sessions.

5.3 No refunds will be given in the event that the Student does not use any or part of the resources, replay videos or services provided with the Bootcamp.

## 6. Intellectual Property and copyright of material

6.1 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 or parties involved in the creation of that intellectual property, and the Company will claim no ownership of that property.

6.2 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.

6.3 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.

## 7. Alterations to advertised courses by the Company

7.1 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.

## 8. Code of conduct

8.1 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.

8.2 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 Bootcamp and any other activities carried out by the Company.

8.3. 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.

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

## 9. 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.

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

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

10.2 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).

## 11. Liability

11.1 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.

11.2 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.

11.3 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 Bootcamp.

## 12. 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.

## 13. 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 [bootcamp@thesongwritingacademy.co.uk](mailto:bootcamp@thesongwritingacademy.co.uk) and all notices from the Company to the Student will be displayed on the Company's website from time to time.

## 14. 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.

## 15. 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.

## 16. Privacy

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

## 17. Third party rights

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