



## Terms and Conditions | Write Like A Pro

### Definitions in this agreement

- a. The participant for the Event will be known as the “Writer”
- b. The Songwriting Academy Ltd. will be known as the “Company”
- c. Write Like A Pro song camp will be known as the “Event”

### **1. Payment**

**1.1** Where stated, prices quoted are inclusive of VAT. VAT is applied at the prevailing rate at the time payment is processed.

**1.2** Full payment must be made at the time of order.

**1.3** Full payment for the course must be received before the Event.

### **2. Cancellation or Variations by the Writer**

**2.1** Where the Writer 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 Event up to 14 calendar days after the full payment has been made, as long as the request for refund is received by The Company no less than 48 hours before the start of the Event.



**2.2** In the event of cancellation, the Writer 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.

**2.3** Should the Writer wish to cancel their Event, they can notify the Company by emailing [songcamps@thesongwritingacademy.co.uk](mailto:songcamps@thesongwritingacademy.co.uk)

**2.4** Once the 14 day Cancellation Period has passed, the Writer will not be entitled to any refund on monies paid to the Company.

**2.5** Bookings for the Event are non transferable to any other events, courses or subscriptions with the Company.

### **3. Alterations to advertised packages**

**3.1** All advertised packages are subject to availability.

**3.2** Every effort will be made to adhere to the package. The Company reserves the right to amend the package in which case the Company will provide a reasonable alternative package and the Writer agrees to accept such reasonable alternative package.

**3.3** Should the Event for any reason be cancelled or rescheduled, the Company will strictly only be liable for the value of the Event place.



**3.4** 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 Writer agrees to accept such reasonable alternatives.

#### **4. Intellectual Property and copyright of material**

**4.1** Any intellectual property created by the Writer (including but not limited to: song copyrights and master recordings) will remain the property of the Writer 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.

**4.2** Any material provided to the Writer 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 Writer may not replicate or distribute, by physical or electronic means, said material without the written permission of the Company.

**4.3** Any attempt by the Writer to replicate or distribute material owned by the Company without the written permission of the Company will be considered a breach of clause **4.4** and will result in legal action to recover damages to the Company.

**4.4** The Company may record the Event (audio and video) and use this material in marketing and promotion of the Company.



**4.5** The Writer may not record the Event, however, with the consent of their collaboration group, they may record their writing session. Writers should request consent to record any feedback provided by a coach during the Event. The Writer may not replicate or distribute, by physical or electronic means, said material without the written permission of the Company.

## **5. Collaboration Groups**

**5.1** The Writer will be assigned into a collaboration group devised by the Event team and accepts to work within that collaboration group during the Event.

**5.2** If the Writer withdraws from their collaboration group during or after the Event, they accept that this may result in them relinquishing their right to ownership of any works created during the Event.

**5.3** In the event of a Writer withdrawing from a collaboration group

**5.3.1** This should be agreed in writing with the remaining members of the group for the avoidance of any doubt.

**5.3.2** That Writer will not be entitled to individual feedback during or after the Event.

**5.3.3** That Writer will not be entitled to a refund for the Event.

**5.4** The Company cannot be responsible for Writers withdrawing from group projects, and does not have any obligation to find a third party replacement.



## **6. Provision of briefs**

**6.1** The Company will provide a number of live industry briefs which the Writer may write for during the Event. The number, style and source of briefs will vary between camps as this is dependent on what is available in the music business at the time of the Event.

**6.2** Writers are under no obligation to write for briefs and are at liberty to write for any project they wish during the Event.

**6.3** The Writer accepts that the Company cannot guarantee any specific briefs or styles of brief, but will use their best endeavours to provide a variety of options depending on availability.

**6.4** Writers must not share the briefs with any third parties who are not associated with the Event.

## **7. Feedback during and after the Event**

**7.1** Each collaboration group will be visited once during the Event by a coach provided by the Company who will give feedback on the song in progress.

**7.2** Each collaboration group will additionally receive feedback at the end of the Event day from the same coach on the final song. This feedback will be given within a larger group environment with other collaboration groups.



**7.3** Each group may submit one fully recorded song, within a **maximum of 21 days** from the start of the Event, to [songcamps@thesongwritingacademy.co.uk](mailto:songcamps@thesongwritingacademy.co.uk) for one further feedback. This feedback will cover the composition, lyric and record production. There will be no further feedback from the Company.

**7.4** The song and track should be completed to the best of the ability by the group, and the work must be agreed by all members of the group before submission for feedback to the Company. All members of the group should be cc'd in the email submission sent to the Company.

**7.5** The Writer should allow **up to 5 working days** (including Monday to Friday but excluding Saturday and Sunday) for the return of a song feedback from a coach.

**7.6** It is the Writer's responsibility to read all briefs carefully as some of the briefs will have a deadline shorter than 30 days. If the Writer wishes to pitch for briefs with a specific deadline, these songs should be submitted for feedback **within a minimum 7 days before the deadline** to allow time for feedback and any subsequent changes by the group.

## **8. Pitch submissions**

**8.1** Submission for pitching must be within a **maximum of 30 days** from the start of the Event, unless the deadline stated on the brief precedes that.

**8.2** The Company will pitch the songs submitted by the Writers, back to the original source of the brief.



**8.3** In the case of a song being successfully placed in response to a brief provided during the Event, the Writers of the song will be connected directly with the source of the brief.

**8.4** It is industry standard that, following a pitch, the Writer is only likely to receive a notification from the original source of the brief if the song has been successfully placed. If the Writer does not receive a notification they must not:

**8.4.1** Attempt to contact the label or team associated with the artist in the brief for further feedback or updates.

**8.4.2** Contact the original source of the brief for further feedback or updates.

**8.4.3** Contact the Company for further feedback or updates.

## **9. Code of Conduct**

**9.1** 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.

**9.2** Reports of any inappropriate behaviour (whether legal or otherwise) will be investigated by the Company and if upheld, will be referred to the appropriate authority, and result in an immediate exclusion from the Event and any other activities carried out by the Company.



**9.3** In the event of the Writer being excluded as per clause **9.2**, no refunds will be issued to the Writer.

**9.4** The Writer will be solely responsible for their behaviour and indemnifies the Company against any liability or legal action.

## **10 Liability**

**10.1** 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 Writer (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, e.g. Force Majeure, Corona Virus etc.

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

**10.3** The Company does not accept liability for any personal or private agreements entered into directly between Writers and/or coaches, which do not fall within the services offered to the Writer in the Program.





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**10.4** The Company does not accept liability for loss or damage, nor offer any guarantees for any third party websites, companies, people, software, digital applications (apps), instruments and events which may be recommended by employees or agents of the Company.

## **11. Complaints Procedure**

**11.1** If the Writer has any questions or complaints about the services, they may contact the Company by emailing [songcamps@thesongwritingacademy.co.uk](mailto:songcamps@thesongwritingacademy.co.uk)

**11.2** 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).

## **12. Law and Construction**

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