



## Terms and Conditions | Songwriters Circle

### 1. Definitions

- 1.1. The subscriber will be known as the "Student"
- 1.2. The Songwriting Academy Ltd. will be known as the "Company"
- 1.3. The Songwriters Circle will be known as the the "Service"

### 2. Subscription Fees

- 2.1. Where stated, subscription fees quoted are inclusive of VAT at the current rate at the time of payment
- 2.2. Each monthly subscription payment to the Service will give the Student one calendar month access in advance from the date of payment.
- 2.3. Subscriptions to the Service will automatically renew on the same day each month unless a payment is missed or cancelled, in which case the Student will no longer be granted access to the Service.
- 2.4. All changes in subscription level including cancellation or where a different fee is applicable, may be activated immediately via the Student's "My Account" page.
- 2.5. If a Student changes their subscription level and fee, this will be treated as a new subscription, and any previous subscription will automatically be cancelled.



- 2.6. Any residual fees from previous/cancelled subscriptions as per clause 2.d will be non-refundable.
- 2.7. If a Student cancels their subscription fully, access to the Service will expire at the end of the current subscription period.
- 2.8. All subscriptions allow instant access to the Service and the content within, and as such, there is no statutory 'cooling off' period after the subscription has been activated.
- 2.9. In no case will refunds (partial or full) be given once a subscription has been activated.
- 2.10. It is the sole responsibility of the Student to manage their subscription to the Service and the Company accepts no responsibility for any errors or omissions made by the Student.

### **3. Access to live events and webinars in The Arena**

- 3.1. Students who have purchased the Service will have exclusive access to live webinars within The Arena as advertised by The Company.
- 3.2. Each live webinar will also be made available as a video replay for one calendar month after the date of that webinar.
- 3.3. After one calendar month, the video replay will be removed from The Arena and may be used by the Company in whole or in part, for any purpose including, but not limited to, promotional material, advertising, streaming platforms etc..
- 3.4. The Student may not under any circumstance record any events, webinars, audio or video content broadcast by the Company. See section 6.



#### 4. **Songwriting Challenges in The Arena**

- 4.1. Students who have purchased the Service will have exclusive access to regular Songwriting Challenges in The Arena.
- 4.2. Conditions and requirements for each challenge will be posted individually
- 4.3. Winners of each challenge will be chosen from all participants in that challenge.
- 4.4. The selection process of winners is final and no correspondence regarding the selection will be entered into by the Company.
- 4.5. The winner of each challenge will be notified on or after the day following the challenge deadline date.

#### 5. **1-2-1 Mentoring Sessions**

- 5.1. Subscribers to the Service will have access to purchase 1-2-1 mentoring sessions for an additional fee
- 5.2. Subscribers to the Service may also be eligible to win an additional 1-2-1 session by taking part in the monthly songwriting challenges in The Arena.
- 5.3. Students must have an active subscription to the Service in order to:
  - 5.3.1. Buy mentoring sessions
  - 5.3.2. Book and attend mentoring sessions



- 5.4. If a subscription lapses or is cancelled, any and all 1-2-1 sessions which have been purchased but not used, will no longer be valid, unless the subscription is renewed and active.
- 5.5. Mentoring sessions have a duration of 30 minutes and may be conducted over the internet or by telephone.
- 5.6. Students who arrive late to a mentoring session will not be granted extra time in the session.
- 5.7. If the Student does not attend a booked mentoring session, the session will be forfeited.
- 5.8. There is no limit to the usage and frequency of 1-2-1 sessions bought and used by the Student.
- 5.9. No variations to the allocation of sessions will be considered by the Company.
- 5.10. The Student may not ask a mentor of the Company for additional private mentoring outside of the Service.
- 5.11. 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 forfeited.
- 5.12. Full instructions on how to book a 1-2-1 session will be provided by the Company



## 6. **Feedback Video Services**

6.1. Subscribers to the Service will have access to purchase in-depth feedback videos for an additional fee.

6.2. Students must have an active subscription to the Service in order to:

6.2.1. Buy feedback videos

6.2.2. Use the feedback video service

6.3. If a subscription lapses or is cancelled, any and all feedback videos which have been purchased but not used, will no longer be valid, unless the subscription is renewed and active.

6.4. Students should allow up to 5 days for feedback videos to be returned after they have submitted a song or production

6.5. Feedback videos can be requested to cover either

6.5.1. The song as a creative piece

6.5.2. The production of the recording

6.6. Feedback videos may be downloaded by the Student

6.7. There is no limit to the usage and frequency of feedback videos bought and used by the Student.

6.8. The Student may not ask a mentor of the Company for additional feedback outside of the Service.



6.9. Full instructions on how to use the feedback service will be provided by the Company

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

7.1. 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.

7.2. 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.

7.3. 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 6.b and will result in legal action to recover damages to the Company.

## **8. Alterations to the Service**

Every effort will be made to adhere to the advertised services, however, the Company reserves the right to amend any of the services or content offered where necessary, in which case the Company will provide a reasonable alternative to the service or content, and the Student agrees to accept such reasonable alternatives.



## 9. **Code Of Conduct**

### 9.1. Students must:

9.1.1. Conduct themselves professionally and with sensitivity in the workplace and at all times with students and mentors of The Songwriting Academy

9.1.2. Act with honesty, integrity and respect in dealings with fellow students, and mentors of The Songwriting Academy

9.2. 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.

9.3. Reports of any inappropriate behaviour or deviation from the above rules will be investigated by The Songwriting Academy and if upheld, will result in immediate termination of the student subscription and be referred to the appropriate authority.

9.4. If the student subscription is terminated as per (3), no refunds for any fees will be issued.

9.5. The student will be solely responsible for his/her behaviour and indemnifies The Songwriting Academy against any liability or legal action.



#### 10. **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, is prohibited without the Company's permission. The Student may not modify, distribute or repost anything from this website for any purpose.

#### 11. **If there is a problem with the services**

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

12.1.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.

12.2.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.





12.3. 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 service.

### **13. Damage to the Student's computer**

13.1. 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.

13.2. 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.

### **14. 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.

### **15. 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.



16. **Invalidity**

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

17. **Privacy**

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

18. **Third party rights**

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