



Premium Membership Terms & Conditions

1. Definitions

1. The subscriber will be known as the “Member”
2. The Songwriting Academy Ltd. will be known as the “Company”
3. The Premium Membership will be known as “Premium”

2. Subscription Fees

1. Where stated, subscription fees quoted are inclusive of VAT at the current rate at the time of payment
2. Each monthly subscription payment to Premium will give the Member one calendar month access in advance from the date of payment.
3. Subscriptions to Premium will automatically renew on the same day each month unless a payment is missed or cancelled, in which case the Member will no longer be granted access to Premium.
4. All changes in subscription level including cancellation or where a different fee is applicable, may be activated immediately via the Member’s “My Account” page.
5. If a Member changes their subscription level and fee, this will be treated as a new subscription, and any previous subscription will automatically be cancelled.
6. Any residual fees from previous/cancelled subscriptions as per clause 2.d will be non-refundable.
7. If a Member cancels their subscription fully, access to Premium will expire at the end of the current subscription period.
8. All subscriptions allow instant access to Premium and the content within, and as such, there is no statutory ‘cooling off’ period after the subscription has been activated.

9. In no case will refunds (partial or full) be given once a subscription has been activated.
10. It is the sole responsibility of the Member to manage their subscription to Premium and the Company accepts no responsibility for any errors or omissions made by the Member.
11. Any additional events, courses or programs provided by the Company, excluding Premium, which are purchased by a Member in error will be non-refundable if the Company is notified after the event has taken place. If the Company is notified of the omission or error before the event has taken place, any transaction refund granted by the Company will be subject to an administration fee of £15.00 +VAT.

3. Access to Premium benefits

1. Members with a valid Premium subscription will have free access to:
 1. Live Premium online events as advertised by The Company
 2. TSA TV
 3. Monthly Songwriting Challenges
 4. Premium areas of the TSA Community
 5. Any additional promotions offered at the time of subscription including but not limited to standalone training courses and third party promotional discounts
 6. Occasional bonus events offered to Members by the Company
2. If a Member cancels their subscription fully, access to all Premium benefits will expire at the end of the current subscription period.
3. Videos of events 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..
4. The Member may not under any circumstance record any events, webinars, audio or video content broadcast by the Company. See section 5.

4. Songwriting Challenges

1. Members who have purchased Premium will have exclusive access to monthly Songwriting Challenges
2. Conditions and requirements for each challenge will be posted individually

3. Winners of each challenge will be chosen at random from all participants in that challenge.
 4. The random selection process of winners is final and no correspondence regarding the selection will be entered into by the Company.
 5. The winner of each challenge will be notified on or after the day following the challenge deadline date.
5. Intellectual Property and copyright of material
1. Any intellectual property created by the Member (including but not limited to: song copyrights and master recordings) will remain the property of the Member and any other third party involved in the creation of that intellectual property, and the Company will claim no ownership of that property.
 2. Any material provided to the Member 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 Member may not replicate or distribute, by physical or electronic means, said material without the written permission of the Company.
 3. Any attempt by the Member 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.
6. Alterations to Premium and its services: 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 Member agrees to accept such reasonable alternatives.
7. Code Of Conduct
1. Members must:
 1. Conduct themselves professionally and with sensitivity in the workplace and at all times with Members and mentors of The Songwriting Academy

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

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.
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 Member subscription and be referred to the appropriate authority.
4. If the Member subscription is terminated as per (3), no refunds for any fees will be issued.
5. The Member will be solely responsible for his/her behaviour and indemnifies The Songwriting Academy against any liability or legal action.

8. Ownership of rights

1. 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 Member may not modify, distribute or repost anything from this website for any purpose.

9. If there is a problem with the services

1. If the Member has any questions or complaints about the services, they may contact the Company by emailing help@thesongwritingacademy.co.uk
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).

10. Liability

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 Member (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.

2. Furthermore, the Company does not accept liability for any losses related to any business of the Member including but not limited to: lost data, lost profits, lost revenues or business interruption.
3. The Company does not accept liability for any personal or private agreements entered into directly between Members and/or Mentors, which do not fall within the services offered to the Member in the service.

11. Damage to the Member's computer

1. The Company tries to ensure that the website is free from viruses or defects. However, the Company cannot guarantee that the Member's use of this website or any websites accessible through it will not cause damage to the Member's computer.
2. It is the Member'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.

12. Notices

1. Unless otherwise expressly stated in these terms and conditions, all notices from the Member to the Company must be in writing and emailed to platinum@thesongwritingacademy.co.uk and all notices from the Company to the Member will be displayed on the Company's website from time to time.

13. Law, jurisdiction and language

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

14. Invalidity

1. If any part of these terms and conditions is unenforceable (including any provision in which the Company exclude our liability to the Member) the enforceability of any other

part of these conditions will not be affected.

15. Privacy

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

16. Third party rights

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