



TERMS AND CONDITIONS

Membership

1. My Town Choir (MTC) is a membership organisation dedicated to bringing Community Choirs to locations within the UK. The aim is to help individuals and communities through their activities whilst also being a commercial venture.

2. We aim to be inclusive in our activities and therefore we will not make any person audition to gain or retain membership of a choir. We welcome members regardless of religion, race, colour or sexual orientation and expect all our members to be welcoming and kind to each other. Unfortunately, we can only accept members aged 18 years and older unless they 15 and above and attend with a parent or guardian. There is no upper age limit.

3. The company that is My Town Choir has the right to deny admission of any member who is seen to be joining My Town Choir to abuse their membership to access the intellectual property or to copy the brand owned by My Town Choir.

4. Rehearsals for My Town Choir generally run in term time only over a full academic year. Please see our term times stated on our website. My Town Choir reserve the right to alter the schedule of rehearsals to fit in with performances and other events that may be taking place. In special circumstances, we may run extra rehearsals/joint rehearsals or performances and will inform you of this via the website.

5. Video/film footage and photographs will sometimes be taken of all members and possibly used for marketing and advertising purposes in the promotion of My Town Choir. By being a My Town Choir member, you agree to all film footage/photographs to be used without reward.

6. In applying to be a member of My Town Choir, members are assumed to be medically fit to undertake all physical and vocal demands during their termly participation. If an individual has any doubts, these should be indicated to My Town Choir prior to their application, members are responsible for notifying My Town Choir of any changes to their health we should be aware of. We will always try our best to accommodate all disabilities at both rehearsals and concerts although in certain situations beyond our control this may not be always possible.

7. All choir members when performing in concerts are strongly encouraged to wear the official My Town Choir T-Shirt. These T-Shirts can be bought from our online store and are not included in your membership fee.

8. Should a choir member be absent for a period of more than one term, you may lose your place in the choir or be placed on a waiting list until a place becomes available. This will depend on the individual circumstances of the case, and we are always willing to discuss any issues that you have.

9. Should a rehearsal have to be cancelled due to severe weather, illness, venue cancellation etc, notice will be given via our website. We will try to arrange a replacement session during the same term, but this may not be possible. You, as an MTC member are responsible for checking the website for notice of cancellation. This will be posted on the Local Choir News page and an email will be sent out to the affected choir's members.

10. As a My Town Choir member you are expected to bring your supplied music to each choir session that you attend. You will only be given one copy of each piece and there may be a charge for replacement copies.

12. Each member will only be entitled to one free taster session.

Payment Methods

1. You can choose to pay your membership fees either in advance, purchasing a block of sessions on the website or week-by-week on the door. We operate a cashless system, and only accept card payments unless individually agreed. Please discuss with us any problems that you have with this method at admin@mytownchoir.co.uk
2. The fees payable to My Town Choir are inclusive of VAT at the UK standard rate.
3. By accepting the terms you are agreeing to pay any applicable fees which are shown on the website and should be viewed at the start of the joining process and again before confirming your payment instruction. This membership agreement starts once you have accepted the terms of the online joining process.
4. Refunds will not be given for pre-purchased sessions unless in exceptional circumstances and at the discretion of My Town Choir.
5. Members will be advised in advance of any change in cost of membership.
6. We are unable to accept cash payments of any kind at any choir location. Members who wish to discuss methods of payment are welcome to contact us via email - admin@mytownchoir.co.uk

Additional notes

1. We do not accept liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing any additional services which are specifically excluded from the membership terms and conditions.
2. Any additional musical services (including, for example singing or instrumental lessons) which you contract for or agree to pay for with your Choir Leader, will not form part of your My Town Choir membership agreement and the Terms & Conditions of this agreement will not apply to them. You should be aware that if you enter into any agreement for additional services, you are entering into an agreement with them personally and not with My Town Choir.
3. Members must inform MTC of **any** change to their contact details. This must be done via email to admin@mytownchoir.co.uk

Code of conduct

1. Members should understand clearly that My Town Choir cannot be held financially responsible for damage and/or injury caused by another choir member's, or their own misconduct or negligence.

2. We strive to provide a positive and safe environment for all members. We must ensure acceptable standards of behaviour from all of our members so that we can achieve this standard. In the event that there is any negative behaviour towards other members, the public or My Town Choir staff it may lead to cancellation of the member's membership.

3. Members should be cooperative with both staff and fellow members and uphold an equal opportunity environment.

Any issues which are not resolved by your local My Town Choir leader, please contact head office, via email – admin@mytownchoir.co.uk or the Choir's Welfare Officers if more appropriate.

4. Your choir director and official staff members are given responsibility for your rehearsals and performances and all of our choir members are asked to respect their leadership.

5. Each My Town Choir member is responsible for their own travel arrangements in getting to and from rehearsals and performances unless otherwise stated. We cannot accept responsibility for damage or loss to member's vehicles, speeding, parking tickets or charges whilst at choir or travel to a venue are the member's responsibility.

6. Choir members who have a grievance with the choir management or a choir member must direct all complaints to either My Town Choir head office, via email, direct to your choir leader or the Choir's Welfare Officers if more appropriate.

7. Members of My Town Choir agree to adhere to the MTC Safeguarding Policy which can be found here - <https://www.mytownchoir.co.uk/safeguarding-policy> This document also gives details of the Choir's Welfare Officers.

Health and safety

1. Choir members are responsible for their own well-being and for their own property whilst attending all choir rehearsals and performances.
2. My Town Choir is not responsible for any damage/loss to personal belongings or injury to persons whilst they are attending rehearsals and performances either before, after or during rehearsals and performances.
3. A member must inform the choir director or member of staff if they feel unwell or need medical attention during rehearsals or performances. Members are responsible for notifying My Town Choir of any changes in their health we should be aware of.

Data protection act

My Town Choir holds personal and private information with regards to each member, and My Town Choir will not pass on any information to external bodies or organisations. Please see our privacy policy available below and also on our website.

MTC Choir reserves the right to alter these conditions at any time.

Privacy Policy

This privacy policy applies between you, the User of this Website and MTC, the owner and provider of this Website. MTC takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. **Please read this privacy policy carefully.**

Definitions and interpretation

1. In this privacy policy, the following definitions are used:

Data	collectively all information that you submit to MTC via the Website. This definition incorporates, where applicable, the definitions provided in the Data Protection Act 1998;
MTC, or us	MTC, a partnership trading in the United Kingdom providing Community Choirs
User or you	any third party that accesses the Website and is not either (i) employed by MTC and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to MTC and accessing the Website in connection with the provision of such services; and
Website	the website that you are currently using, www.mytownchoir.co.uk , and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. In this privacy policy, unless the context requires a different interpretation:
 - a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships.
 - d. "including" is understood to mean "including without limitation";
 - e. reference to any statutory provision includes any modification or amendment of it;
 - f. the headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

3. This privacy policy applies only to the actions of MTC and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

Data collected

4. We may collect the following Data, which includes personal Data, from you:
 - a. Name
 - b. Date of Birth;
 - c. Contact Information such as email addresses and telephone numbers;
 - d. In each case, in accordance with this privacy policy.

Our use of Data

5. For purposes of the Data Protection Act 1998, MTC is the "data controller".
6. We will retain any Data you submit for 12 months.
7. Unless we are obliged or permitted by law to do so, and subject to any third-party disclosures specifically set out in this policy, your Data will not be disclosed to third parties. This does not include our affiliates and / or other companies within our group.
8. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see the clause below (**Security**).
9. Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for the following reasons:
 - a. internal record keeping.
 - b. transmission by email of promotional materials that may be of interest to you;

in each case, in accordance with this privacy policy.

Third party websites and services

10. MTC may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services have access to certain personal Data provided by Users of this Website.
11. Any Data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties will be processed within the terms of this privacy policy and in accordance with the Data Protection Act 1998.

Links to other websites

12. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

13. MTC may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of MTC. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.
14. We may also disclose Data to a prospective purchaser of our business or any part of it.
15. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Controlling use of your Data

16. Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:
 17. Use of Data for direct marketing purposes; and
 18. Sharing Data with third parties.

Functionality of the Website

19. To use all features and functions available on the Website, you may be required to submit certain Data.

Accessing your own Data

20. You have the right to ask for a copy of any of your personal Data held by MTC (where such Data is held) on payment of a small fee, which will not exceed £5.00.

Security

21. Data security is of great importance to MTC and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.
22. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.
23. We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not entirely secure and is done at your own risk. We cannot ensure the security of your Data transmitted to the Website.

General

24. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.
25. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
26. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
27. This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this privacy policy

28. MTC reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact MTC by email at admin@mytownchoir.co.uk