



# Full Member Terms & Conditions...

Effective January, 2020.

## Part One:

1. Ethos and Code of Conduct
2. Payments & Costs
3. Cancellations
4. Sickness
5. Physical Touch, Child Protection & Safeguarding
6. Photography and Media

## Part Two:

7. Audition, Applications & Membership Acceptance
8. Studio Standards, Commitment & Expectations
9. Personal Property
10. Behaviour & Complaints
11. Termination of Membership & this contract

## CODE OF CONDUCT

- At Creative Singing Studios we believe **“If You Can Speak, You Can Sing”**, and everyone has the right to enjoy singing - regardless of whether they are singing for personal enjoyment, or in pursuit of a professional career.
- We endeavour to provide an **Encouraging, Uplifting, Inspiring, Supportive and FUN learning environment for all our Member’s - regardless of age, level of ability, aspiration, or program affiliated with.**
- We have programs for members / clients / students of all levels, from total novice, to seasoned professional.
- Regardless of level of ability, aspiration or program enrolled in, our code of conduct is the same.
- **Please Note: We have a strict ‘LISTEN and OBEY the FIRST TIME’ policy.** This means, all members, students / clients, parents / guardians (*regardless of age, level of ability, religious affiliation, or any other status*) should LISTEN and follow instruction the first time.
- **This is a safety precaution, and is not intended to diminish any aspect of FUN.** *We need to be able to TRUST that if any incident or matter of urgency should arise, if we (any of our teacher’s, mentor’s, principals, directors, or other member’s of staff) give an instruction we can be sure it will be followed without need to repeat.*
- The “classroom” is the training ground.

- If you / your child cannot abide to the Listen and follow FIRST TIME policy, we reserve the right to terminate your membership enrolment, or to exclude you from any recording or performing opportunities, or other external events.
- We have member's within our community of all background including Muslim, Jewish, Christian, Agnostic, Atheist, and those who identify as LGBT. All should be treated equal by other member's (and staff).
- **We have a zero tolerance policy for racism, sexism, homophobia, ageism or any other judgement made of people's life choices, lifestyle, or other circumstances.**
- Likewise, the code of conduct should be demonstrated through the words spoken between members, teachers and other staff, as well as through the appropriate clothing worn (*no offensive branding or images*).

## PAYMENTS AND COSTS

- Our rates are reflective of the Musicians Union Pay scale for qualified teachers, and performers.
- As of October 2018, (*Revised January 2020*), we charge all members an annual membership registration fee of £47.50 (single), and offer family discounts (*of up to 25%*) for additional members.
- *We may on occasion offer Black Friday, or other promotional membership deals at our discretion.*
- **All fees are charged at a set rate, unless stated otherwise.**
- *At our discretion, we may extend 'Care Plan' or 'Part Scholarships' for talented and committed students / members, however, **Fees are not negotiable and must be settled by due date as stipulated on invoice.***
- Some programs may offer a "Pay-As-You-Go" option. These options may be charged at a higher rate than those who opt for Monthly Membership (*Direct Debit / Standing Order*) at our discretion.
- **Once an invoice has been issued, you are liable to pay it regardless of whether you intend to attend your scheduled lessons / rehearsals, or not.**
- **In the case where payments are not received by the due date, you will incur late fees at a rate of 2.9% per day, until payment is received.**
- If further action is required for the collection of debt (monies) owed, you will be liable for these charges, including but not limited to debt recovery, legal, and court costs.
- Creative Singing Studios (Director / Principal / accounts receivable) reserves the right to charge your credit card the full amount of fees owing.
- *Our fees are reflective of the high level of specialised knowledge, skill and experience our teachers have and continue to invest in, please do not dishonour or devalue this at any time. If you demonstrate any level of disrespect toward any of our teacher's / members at any time, you may be in breach of this contract, and we reserve the right to terminate, with full payment (of up to 12 months)!*
- *Furthermore, you should not discuss our fees, structure or policy with any other member of the studio, or public.*
- **PLEASE NOTE: Membership (£47.50) is NOT PRO RATA, but a set rate and valid for up to 12 months.** *We may, during later months of the year (December) at our discretion choose to hold off charging membership until the new year. If we do so, please note the terms of this agreement remain valid.*
- *Promotional discounts cannot be applied to already discounted family accounts.*
- *We require a minimum 12 week commitment for all Private Mentorship, Coaching & Support programs. We reserve the right to request this payment upfront upon application. Please remember, if we do so, we have a strict no refund policy.*

- *If you opt to pay your membership via Direct Debit, please know this must be done via the monthly subscription by GoCardless (or any other payment gateway appointed by Creative Singing Studios) for the minimum membership period unless your membership is terminated without liability, suspended or transferred in accordance with these terms.*
- **Creative Singing Studios has a STRICT NO REFUND POLICY.**

## CANCELATIONS

- Your Private lesson time is reserved for you and no one else. Please honour yourself and your teacher by being on time and prepared.
- A minimum of **24 hours' notice prior to your lesson time is required to reschedule / cancel on the part of the undersigned student.**
- Lesson Cancellation is accepted via phone, email or text.
- We allow up to 4 x lesson cancellations to be credited to your account each year. These must be redeemed within 14 days, or they are forfeited.
- To cancel your enrolment, a minimum 4 weeks written notice must be received; please understand that as fees are set, Creative Singing Studios enforces a no refund policy.
- Creative Singing Studios reserves the right to offer 'rescheduled lessons' in group / workshop format.
- Creative Singing Studios reserves the right to change the day, time, and location of private / group lessons / rehearsals.
- We reserve the right to change our fees, structure, policies and timetable without prior notice however, we will endeavour to inform you of any changes at our earliest convenience.
- In the case where you / your child is unable to attend your scheduled lesson / rehearsal due to injury, ill health, or severe adverse weather conditions, we will offer lesson alternatives - such as (but not limited to) Q & A, Theory / Musicianship, Or Online Coaching, Mentoring & Support ...

## SICKNESS

- There may be times you become unwell. The rule of thumb is, 'if it hurts to swallow, you should be on total vocal rest'. This means, no speaking, not even a whisper, and definitely no singing. In cases such as these, you should notify the studio immediately, and we will 'credit' your account, up to 4 x per year (as mentioned above).
- HOWEVER, there may be times you experience the onset of symptoms which you can still learn how to work with. In cases such as these, we will offer you to continue your scheduled lesson time via an online platform - rather than coming into the studio!
- We do have member's, including staff / teacher's / directors who may have compromised immune systems. To honour the health of all our members, teacher's, directors, and other staff, we have a strict STAY AT HOME policy for when you are unwell.
- **Please do not come into the studio if you are ill! We will offer you your lesson via online platforms, or offer to focus on theory / musicianship / other related topics etc...**
- **If you experience any viral infections, vomiting or diarrhoea within 48 hours before or after your scheduled lesson, you MUST notify the studio IMMEDIATELY** so that we can notify other member's / staff whose immune systems may be compromised, and dutifully clean the studio to avoid furthering the spread!

## PHYSICAL TOUCH, CHILD PROTECTION AND SAFEGUARDING

- At times, the best way for your teacher to help you understand a concept of vocal production / performance technique is to physically adjust your body or touch the part of your body being concentrating on such as belly, back of head, jaw, neck, shoulders & lower back.
- If you are uncomfortable with this please tell your teacher before you sign this document. **We take our Physical touch, child protection and safeguarding policy extremely seriously.**
- All our Teachers hold a current “Working with Children” check / DBS certificate & Police Check, however, if you have any feelings of discomfort or believe your teacher has acted inappropriately, please report it to Creative Singing Studios Director, Louise Barton-Tingley Immediately via studio contact details as provided to you.
- On occasion, you may request a teacher / principal to drive you/your child to an event. In such circumstances, we can only do so with the expressed written permission and consent prior to the event day/date/time.
- Furthermore, our staff are not permitted to give students lifts in their car unless written permission has been given by their parent/carer and has been approved by the Principal / Director prior.
- Students under 12 years old are not permitted to leave any of our venues unless accompanied by an approved parent/guardian (or named and approved adult).
- At times, you may have instructed your child to ‘walk home’ from their lesson / rehearsal, or have agreed to meet them at the shops, or outside. We cannot take responsibility for them when they are out of our care. If these are arrangements you have in place with your child, please inform us in writing, and send us a quick confirmation they have arrived home safely.
- Please see our **Child Protection and Safeguarding Policy for more information.**

## PHOTOGRAPHY & MEDIA CONSENT

- At times, you may be requested to perform or represent Creative Singing Studios publicly where Photographs, audio & video may be recorded. You understand, as an approved member you are granting Creative Singing Studios permission to edit, and use at its discretion any images, and/or audio/ visual recordings for advertising, publicity, & other business purposes; including social media, and print. We will however, respect you / your child’s personal privacy, and not publicly name (in full), unless - we have the specific consent (*or have shared what you have posted from your own social media profile/s*).
- If you do not wish to consent to media release, please stipulate before you sign this document. Please note, this does NOT grant you permission to use any materials copyrighted by Creative Singing Studios / Principal / Teacher’s / Director / other Staff for your own benefit or gain and by doing so, you may be in breach of copyright laws.
- Furthermore: Please note that while you are within your full right to revoke your media consent at any point. If you choose to do so after media has been used as outlined above, **you may be charged for the cost of its replacement in branding / intellectual property.**
- We continue to uphold the highest safeguarding standards to protect you / your child, however, by revoking your consent to use in media, we will be unable to provide you / your child with video progression, recording and/or performance opportunities.

## AUDITION, APPLICATION, & MEMBERSHIP ACCEPTANCE

- Membership is not valid / active until: All enrolment, direct debit/standing order and T & C forms have been completed fully, and signed by applicant, or the parent or guardian of any applicant under 18 years of age.
- Applications must be processed and authorised by Creative Singing Studios Management for membership to take effect.
- **Once lesson's have commenced, and you've been issued any form of invoice, this is indication that your membership has been approved, and the contents of this contract are binding.**
- Upon membership acceptance, and receipt of payment, you will receive an email with your own unique login details to the Creative Singing Studios Membership / Student Portal (*via My Music Staff, or any other platform appointed by Creative Singing Studios*).
- Any applicant member, parent/guardian may be turned away or denied membership approval if the satisfactory paperwork hasn't been completed after a number of fair requests made to supply the information requested.
- We have a really high standard for the types of people we're willing to work with Privately, and reserve the right to deem an applicant member, parent/guardian unsuccessful in their application for Membership if we feel these standards are not met, in nature, character, commitment, or level of potential.
- Our community membership programs are all inclusive, however, the same standards of character should be adhered to for the safety, inclusion and enjoyment of all our members.

## STANDARDS OF STUDIO, COMMITMENT AND EXPECTATIONS

- Your Private lesson time is reserved for you and no one else. Please honour yourself and your teacher by being on time and prepared.
- You / your child should arrive to your schedule lesson / rehearsal promptly, on time and demonstrate a high level of commitment to attendance and improvement of technique and level of ability.
- *There may be some exceptions to commitment, where community and pay-as-you-go programs are concerned. We appreciate this, hence why we've offered these programs as an option to those unable to commit to private mentoring, coaching & development etc...*
- Consistent tardiness, or absence will affect your/your child's ability to progress.
- If you / your child arrives to your / their private appointment time 15 minutes or more late, this time will not be credited. You / Your child may be denied entrance to the class (unless mitigating circumstances, and) only at the discretion of your teacher / director / principal.
- **We offer an Initial Vocal Assessment (Audition) to all new applicants, and use this time to determine if we'll be a good fit to work together.**
- If You/Your child has been accepted by the end of your Audition / Initial Vocal Assessment session, we expect a minimum 12 week commitment, and treat this time as a trial period.
- We reserve the right to charge this time upfront, at our discretion.
- We are under no obligation to accept applications, secure or promise students placement in either a private or group capacity, if our schedule is full, or we do not believe they / you will benefit from our teaching standards of practice.

- In cases of refusal, you may be referred to another teacher we feel may be better suited, or to one of our community focussed groups.
- We reserve the right to place applicants onto a waiting list; only if full enrolment has taken place (in which you also have no obligation to accept if sufficient time has passed since applying).
- All Member's / Clients should be appropriately dressed and ready for all private, or group sessions / rehearsals / public performance.
- As we do a lot of 'floor work' (ie; Meditative Breathing) during private lessons, **no dresses or skirts should be worn** (by either male, female or those identifying as non-binary / transgender).
- In the case of any RECORDING or public PERFORMANCE events, clients may receive prior to the event a detailed list of what to wear, and should expect requests to have long hair tied back and all jewellery removed (with some exception to stud earrings).
- Students must wear the appropriate foot wear and uniform for class as advised by us (where appropriate). Any student deemed to be wearing unsuitable footwear or clothing will participate in bare feet or may be asked to sit out to prevent injury.
- All Member's / students are expected to attend their scheduled lesson's weekly, and any absences must be reported to the Principal.
- **As previous mentioned, we allow up to 4 x lessons to be rescheduled, or cancelled each year...**
- **Severe lack of attendance (less than 75%) may result in suspension, enrolment cancelation, or the exclusion from external opportunities.**
- If you / your child's teacher deems progression unsatisfactory further invitation for showcase / performance may be denied.
- It is important to drink fluids at regular intervals during any form of physical exercise; this includes singing. Please come to lessons / rehearsal prepared (with a full water bottle).
- **We have a strict no chewing gum policy during all lessons/classes/rehearsals.**
- If teacher's hand sweets out at the end of lessons / term they are to be taken home unless stated otherwise by the teacher.
- All Members / Parents/Students should inform the teacher of any injuries they/their child may have before any session / rehearsal.
- If under 18 years of age a note or email to the teacher/manager/principal must be presented/sent prior to the class informing us of the injury - and any adjustments that may be necessary.
- Parents/Guardians of students less than 18 years of age are **not permitted** to stay and watch classes unless invited by the Principal during a taster session or during an **open class** arranged by the teacher.
- During all lessons / group classes / community programs, we have a **'Follow First Time' policy**.
- Students are expected to listen and follow instruction the first time. This is for safety, and not to discourage fun. We want you/your child to have fun, but safety is paramount, and we need to be able to trust that if we give an instruction, it will be followed the first time!
- We discourage unnecessary talking, but welcome discussion within the appropriate classes when invited. If a student is causing disruption, they may be asked to sit out or leave the lesson / rehearsal.

## **PERSONAL PROPERTY**

- All training resources, (*including by not limited to*) lesson notes, drawings, emails, articles and publications remain the intellectual property of Creative Singing Studios, unless otherwise stated / sourced from external suppliers (*such as Rock School, ABRSM, ANZCA, AMEB etc... which therefore remains the intellectual property of the publisher*).

- All Sing Like You Speak™ training resources and materials have been used with permission and remain the intellectual property of Sally Morgan, and the trademarked corporation, Sing Like You Speak™, including Vocal Power Tools®, and Singers Practice Peace®.
- You / your child should attend your scheduled private / group lesson / rehearsal prepared, with your own folder, note book, pen / pencil, water bottle, and any other resources appropriate to your tailored training & development program.
- Please DO NOT send your child with expensive devices or belongings. We cannot accept the responsibility for items lost or stolen items although anything we do find will be placed in our lost property.
- The use of Alcohol, Smoking or the influence of illegal or recreational substances is strictly prohibited at any of our locations, events or venues related to Creative Singing Studios. Any substance deemed to be dangerous to a student may result in a report being filed under the t & c's of our Child Protection Policy.

## **BEHAVIOUR AND COMPLAINTS**

- In line with our Code of Conduct, all Principals, Directors, Teacher's, other Staff and indeed all Members of Creative Singing Studios deserve to be treated with respect.
- Aggressive or discriminatory behaviour towards anyone by either members, students or parents will not be tolerated and will result in the expulsion of the student from classes or barring of the parent from the premises.
- Complaints should be directed in the first instance in writing to a Manager or Principal and will not be handled at class/session times where staff maybe unavailable to discuss any concerns, due to their main responsibility to teach and duty of care to all students.

## **TERMINATION OF MEMBERSHIP ENDING THIS AGREEMENT**

- As previously outlined, a minimum of one full month's written notice is required to terminate membership and can only be accepted via emailing Director, Louise Barton - Tingley via: [louise@louisebarton.com](mailto:louise@louisebarton.com).
- **When providing notice, you are required to make one further payment equivalent to the monthly set rate fee / invoice.**
- **The time of receipt (*not sending*) shall be the time of commencement of the notice period.**
- **If invoices have already been issued, these will remain valid.**
- **Any outstanding monies owed will need to be paid for termination of membership of agreement to be accepted.**
- **Your signature is not required for the terms of this contract to be validated. The commencement of your private lessons, or participation in any of our programs implies full consent and agreement to the contents of these policies.**