



MEMBERSHIP TERMS AND CONDITIONS

Please read and sign - If you have any queries contact us on 121 569 2616

Terms and Conditions of Membership

This is an Agreement between You, the Member, and The People's Orchestra and/or The People's Show Choir, a charity registered in England and Wales (registration number 1151321), whose registered office is at West Bromwich Town Hall B70 8AY. By following the joining process at our website (www.thepeoplesorchestra.com or www.thepeoplesshowchoir.com) and completing the application form to become a member, you are accepting the terms and conditions in this Membership Agreement. You should only join if you are willing to accept them.

Membership

All members must join The People's Orchestra or The People's Show Choir using the registration forms provided online or hardcopy, you will receive a confirmation email once the registration process is complete. A contract is formed at the point we send the email notification of membership of The People's Show Choir.

Membership of The People's Orchestra or The People's Show Choir is for an agreed set period and requires a renewal or upgrade to continue membership of The People's Show Choir; your paid subscription to The People's Show Choir / The People's Orchestra shall auto renew on the anniversary of your registration for 12-months or until cancelled by you after the initial agreed 12-month period; members are responsible for managing their membership, their information, the content that they add and information they take from The People's Show Choir / The People's Orchestra.

Members may leave The People's Show Choir / The People's Orchestra at any time but the membership shall continue to run for the entire agreed period of their membership, after which, if the membership is not renewed or upgraded the membership will be automatically cancelled by our system and all member details, connections and content automatically removed / deleted from The People's Show Choir / The People's Orchestra systems and databases. We do not hold any data beyond the point of termination, so we will not be able to recover any information if you change

your mind after the point of termination. This is an automated process and has been built to protect the integrity of our service by design and to ensure your right of removal, also known as your right to be forgotten.

If you wish to cancel your use of our service within the agreed period, you must email hello@thepeoplesshowchoir.com

1. This Membership Agreement commences once you have accepted the terms and conditions during the online joining process, or on receipt and acknowledgement of a completed membership application form. All members agree to these terms and conditions on joining. Failure to adhere to these terms and conditions, formal complaints, or any action which could bring into disrepute the standing of The People's Orchestra or The People's Show Choir, the operation, or other members may result in a review of membership, suspension of membership or immediate removal of membership. This includes providing any false or misleading information when completing the membership registration form.
2. All members must join The People's Orchestra or The People's Show Choir using the registration forms provided online or hardcopy, you will receive a confirmation email once the registration process is complete. A contract is formed at the point we send the email notification of membership of The People's Orchestra or The People's Show Choir.
3. Membership of The People's Orchestra or The People's Show Choir is for an agreed set period and requires a renewal or upgrade to continue membership of The People's Show Choir; your paid subscription to The People's Show Choir / The People's Orchestra shall auto renew on the anniversary of your registration for 12-months or until cancelled by you after the initial agreed 12-month period; members are responsible for managing their membership, their information, the content that they add and information they take from The People's Show Choir / The People's Orchestra.
4. Members may leave The People's Show Choir / The People's Orchestra at any time but the membership shall continue to run for the entire agreed period of their membership, after which, if the membership is not renewed or upgraded the membership will be automatically cancelled by our system and all member details, connections and content automatically removed / deleted from The People's Show Choir / The People's Orchestra systems and databases. We do not hold any data beyond the point of termination, so we will not be able to recover any information if you change your mind after the point of termination. This

process has been built to protect the integrity of our service by design and to ensure your right of removal, also known as your right to be forgotten.

5. If you wish to cancel your use of our service within the agreed period, you must email hello@thepeoplesshowchoir.com
6. By becoming a member, you consent to receiving communications relating to your membership, events, shows and opportunities and information. A copy of our GDPR statement is available at the end of this document or on our website:
7. The harmonies, concepts and resources used in The People's Orchestra and The People's Show Choir are owned by The People's Orchestra Charity. In taking part in any rehearsal, performance, workshop or event it is agreed that any use of resources, techniques and ideas will not be used, amended, copied or replicated at any other event, or to any group or in any venue. If found to be used, legal action will ensue against the individual.
8. The People's Show Choir rehearsals run at each location as stated on the website. Occasionally a rehearsal may be cancelled due to staff illness, weather or other unforeseen circumstances. We will always endeavour to give as much notice as possible to members for any changes made to regular scheduled rehearsals.
9. The People's Orchestra and The People's Show Choir may from time to time provide additional facilities such as downloads, special rehearsals and shows. These are not part of the basic Membership and are provided solely at our discretion. Those who do not have internet facilities may not be able to avail themselves of some of these additional provisions.
10. Membership fees may vary each year and Members will be notified of any change in advance.
11. Membership Bursaries may be available to students and those in difficult financial circumstances. Please contact hello@thepeoplesshowchoir.com to discuss this further.
12. By joining you agree that you are not breaching any legal obligations or conditions imposed on you by a court of law. Children can join The People's Show Choir from age 9 and this should be a consideration when accepting these terms and conditions. A copy of our Safeguarding Policy is available on our website
13. By joining, it is agreed that photographic, motion picture, electronic (video) images and sound and video recordings may be taken of all the members and used for advertising and marketing purposes in relation to The People's Show Choir and The People's Orchestra.
14. You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14 day

cancellation period. Please notify us by email at hello@thepeoplesshowchoir.com. The cancellation period will expire after 14 days from the day you accept the terms.

15. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms and conditions.
16. After the 14-day cancellation period you may terminate your Membership at any time by emailing email us at hello@thepeoplesshowchoir.com. Your Membership will end with immediate effect and fees due will be calculated to the date of cancellation. It is your responsibility to cancel any arrangements e.g. standing order / bill payments directly with your bank.
17. You cannot transfer this agreement or your membership to anyone else.
18. The People's Orchestra and The People's Show Choir reserves the right to remove, suspend or delete any member for any reason at any time without recourse or refund and any such decision taken will be at the sole discretion of The People's Orchestra without exception
19. You may opt out of email and SMS communications that we may send but if you do, we cannot be held responsible for any loss incurred by you not receiving relevant communications.

Your commitment and our Code of Conduct

1. You agree to pay us any applicable fees as shown in the online joining process and in the emails sent to you by The People's Orchestra or The People's Show Choir. Where a person is a member of both the Orchestra and the Choir, they are only required to pay one membership subscription.
2. You must use downloads in the proper manner, and you must consult your Conductor or Choir Leader or if you are unsure.
3. You consent to incidental inclusion in marketing photographs that we may take from time to time.
4. You agree that your actions at rehearsals, events, performances, social gatherings or any other occasions with The People's Orchestra or The People's Show Choir, will not bring either the Orchestra or the Show Choir into disrepute. Drinking alcohol excessively, gambling, fighting, swearing, and other similar unprofessional activities are strictly prohibited and will not be tolerated. Any infringement of these rules will earn the perpetrator one warning if it continues, they will be asked to leave, there is no appeal to this decision.

5. It is important for all members of the orchestra, the public our staff and volunteers to be treated with respect. Abusive aggressive or violent behaviour towards staff, volunteers, singers and players will not be tolerated under any circumstances. This includes behaviour deemed to be bullying either physical or emotional as well as sexual harassment or behaviour that could be construed as such for example using inappropriate language, keeping or posting inappropriate materials online or in their performance space or accessing inappropriate materials during performances or rehearsals.
6. You will undertake to meet any legal conditions or obligations placed on you by any court of law including, should the need arise, removing yourself from any rehearsal as well as, but not limited to, any event, performance or social occasion. Where The People's Orchestra or The People's Show Choir identifies that you have breached a legal obligation it reserves the right to cancel your membership and no refunds will be given in these circumstances.
7. You agree to tell us immediately of any changes to your personal details including contact information.
8. You are responsible for notifying us if you wish to cancel your membership.
9. If you attend with a carer, your carer is entirely responsible for your care and well-being. (Please see the Carers section below).
10. In making an application, Members are assumed to be medically fit to undertake the vocal and physical demands of The People's Orchestra and The People's Show Choir. If an individual has any doubts, please let us know prior to an application. Reasonable adjustments will be made where possible.
11. You confirm that you are at least 18 years old or have the permission from an adult with parental responsibilities. Aged 9 to 13 you will be asked to provide proof of age and at all rehearsals you must be accompanied by a parent or legal guardian who, at the first rehearsal, your parent or legal guardian must provide written agreement of your membership and acceptance of these terms and conditions and provide proof of identity such as a passport or photo driving licence.
12. Aged 14 to 17 you must be accompanied by a parent or legal guardian at your first rehearsal who must provide written agreement of your membership and acceptance of these terms and conditions and provide proof of identity such as a passport or photo driving licence and proof of legal guardianship if required. Following this you may attend unaccompanied however, we have no responsibility for your welfare outside of the rehearsals.
13. Individual music pads must be brought to every rehearsal and concert, spares will not be provided, replacements will be given upon request and at the members' own expense. If any

original sheet music is lost the member who last had it will be charged the full price of replacing the music.

14. During performances, a People's Orchestra or People's Show Choir T-shirt is mandatory unless previously agreed. T-shirts and /or other official merchandise must be purchased member's expense if not specified within the membership plan.

Health and Safety

15. The People's Orchestra and The People's Show Choir is not responsible for damage to person or personal belongings whilst attending rehearsals and performances or before and after rehearsals and performances.
16. Members are responsible for their own property and well-being whilst attending all rehearsals and performances.
17. Travel arrangements are to be made by each Member to rehearsals and performances unless it is agreed otherwise.

Carers

If you are attending The People's Orchestra or The People's Show Choir with a carer, your carer is welcome to join in with the weekly rehearsals however they will not be granted access to resources or membership benefits and will not be able to actively participate in performances or events.

Depending on your needs and the level of support you require, your carer is always entirely responsible for your care and well-being and must attend any performances, events, etc. with you to continue these responsibilities.

We welcome everyone - however we do understand that rehearsals may be more challenging for some people and wherever possible reasonable adjustments will be made to allow an individual's membership to continue.

We expect everyone to get the same enjoyment from the sessions and in consideration of this, we ask that your carer/s comply with the following:

- To always sit with you during the rehearsal, performance, event etc.
- To actively support you and ensure their attention is always on you and not distracted with i.e. mobile devices, etc.

- To ensure you have a care plan and behaviour plan in place suited to your needs and to act on these immediately the need arises.
- To ensure they always support the choir leader to maximise your participation and enjoyment and that of others.

Where a carer fails to meet these requirements resulting in a negative effect on you, other members or the orchestra/choir, you agree that we may speak directly to your carer, family or support to endeavour to resolve the issues. Where the issues cannot be resolved and only if there is no alternative solution, we reserve the right to cancel your membership.

Our Rights

1. The People's Orchestra and The People's Show Choir reserve the right in its absolute discretion to terminate this Agreement if it is felt to be in the best interests of the Orchestra / Choir and / or any of its members for it to do so.
2. We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Membership Codes of Conduct. In this event you will no longer be able to access your downloads and you will not receive a refund.
3. We reserve the right to increase the price of membership. We will give you at least 1 full months' notice of any price increase and will make it clear when the price increase will take effect and how much your membership will cost after the increase. During this notice period you reserve the right to terminate your membership in accordance with these terms and conditions. If you choose not to terminate your membership before the date the increase becomes effective, the price of your membership will be increased in accordance with our notice.
4. We may communicate The People's Orchestra and The People's Show Choir related information to you by email, SMS or by social media groups e.g. Facebook.
5. The People's Orchestra and The People's Show Choir, the Conductor, the Choir Leaders, The People's Show Orchestra and Show Choir employees and subcontractors are not liable for any loss, damage or theft of any of your property that you bring into any of our third-party venues.
6. We reserve the right to update the Terms and Conditions at any time. We will notify you of all changes to these terms and conditions.

Performances and Shows - filming policy

7. Filming of performances and / or rehearsals is not permitted unless agreed by your Conductor / Choir Leader in advance.
8. Where filming is permissible the following conditions must be met and Members will need to ensure that their families/friends are aware of these conditions of filming prior to the performance:
 - The filming is for personal use only and cannot be for any purpose for which ANY form of charge is made either immediately following the show or at any point in the future.
 - If the film is to be posted on social media then it should not contain any content that causes distress, discomfort or any other issues for other Members. In such circumstances we will request the footage to be removed.
 - Whilst filming, consideration must always be given to the enjoyment of others in the audience. There should not be continual filming of the whole show and the camera used should be sufficiently small to not cause any nuisance to others, including blocking their view of any performance. No additional camera equipment is to be used (e.g. tripods or zoom lenses).
 - Immediate compliance is required should anyone be asked to stop filming by a People's Orchestra or People's Show Choir or venue official.
 - No permission will be granted to film or photograph the show for any professional or commercial purposes
 - Children - any photos/film/recording of children or vulnerable adults must be in line with our Safeguarding Policy <http://thepeopleshowchoir.com/wp-content/uploads/2019/02/TPO-Safeguarding-Policy-and-Procedures.pdf>.

Other Clauses

9. Only you, the person named in the online joining process, can benefit from this Agreement.
10. If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.
11. This Agreement is governed by the law of England and Wales.
12. The People's Orchestra / The People's Show Choir reserve the right to update these Terms & Conditions at any time
13. The People's Orchestra / The People's Show Choir reserve the right to alter or otherwise change the contents, subjects or services offered in its membership plans at any time
14. You should print a copy of this Agreement for future reference.

Membership Payment methods

1. It is the responsibility of a Member to ensure their payment method is set up correctly and their fees are being paid/collected successfully. While we may inform you of any issues or errors that can occur from time to time, any overdue amounts will be payable in full.
2. Payments via website: These payments must be set up as soon as a member completes the membership agreement and will continue annually / monthly throughout the year.
3. It is the responsibility of a Member to cancel their payment method with their bank on cancellation of membership.
4. Membership payments contribute to the administrative running costs of the charity (office / room hire, conductor fees, composition / music, staff costs). We are registered for Gift Aid and will collect this annually where a member has agreed that we can do so.
<https://justgiving-charity-support.zendesk.com/hc/en-us/articles/204663747-Understanding-Gift-Aid>
5. The People's Orchestra or The People's Show Choir are not payment process providers, any and all payment facilities are integrated into our systems and provided by the party identified when a purchase is being made, any and all transactions and transaction information that is processed is processed under the payment gateway providers own terms and conditions. Our systems have the ability to integrate with payment gateway providers, depending on the provider you select will determine the terms and conditions that your transaction falls under,

For the purposes of clarity, we have outline 2 examples of this below;

PayPal

Some membership subscriptions are handled by PayPal. A PayPal account is not required to make a purchase. All purchases made through the use of PayPal are subject to PayPal's Terms and Conditions for the processing of that purchase.

Stripe

Some membership subscriptions are handled by Stripe. A Stripe account is not required to make a purchase but a credit card is required. All purchases made through the use of Stripe are subject to Stripes' Terms and Conditions for the processing of that purchase

GDPR STATEMENT

The General Data Protection Regulation (GDPR) are the new data protection regulations which replace the Data Protection Act 1998. The new regulations came into force from the 25th May

2018 onwards. Please read and sign our GDPR statement, which outlines how The People's Show Choir will handle and protect your personal data in line with the new regulations.

1. As the organisation responsible for The People's Orchestra and The People's Show Choir, we keep and process information about you for normal operational purposes. The information we hold and process will be used for our management and administrative use only. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately. This includes using information to enable us to comply with any legal requirements, pursue legitimate and protect our legal position in the event of legal proceedings. If you do not provide this data, we may be unable in some circumstances to comply with our obligations and we will tell you about the implications of that decision.
2. Whilst pursuing the aims and activities of the Orchestra and the Show Choir, we may sometimes need to process your data to pursue our legitimate business interests, for example to prevent fraud, administrative purposes or reporting potential crimes. We will never process your data where these interests are overridden by your own interests.
3. Much of the information we hold will have been provided by you, and you will always be aware of the information you have given as you are the primary source.
4. The sort of information we hold may include your membership application, your name, address, telephone number and email address. We also hold any emergency contact and medical information you have supplied. The information will be used in order to comply with our health and safety and occupational health obligations. We do not keep information on race, sexuality or religion. We operate a total quality ethos and sees no reason to retain such information.
5. Where we are processing data based on your consent, you have the right to withdraw that consent at any time. However, this may make it impossible for us to communicate under such circumstances.
6. Other than as mentioned below, we will only disclose information about you to third parties if we are legally obliged to do so or where we need to comply with our contractual duties to you.
7. Your personal data will be stored during the time of membership at The People's Orchestra or The People's Show Choir. After leaving, your personal information will be deleted.

8. If we intend to process your personal data for a purpose other than that for which is as collected, we will provide you with information on that purpose and other relevant information.

Your rights

9. Under the General Data Protection (GDPR) and The Data Protection Act 2018 (DPA), you have several rights with regard to your personal data. You have the right to request from us access to and rectification or erasure of your personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.
10. If you have provided consent for the processing of your data, you have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before your consent was withdrawn.
11. You have the right to lodge a complaint to the Information Commissioners' Office if you believe that we have not complied with the requirements of GDPR or DPA 18 about your personal data.

Identity and contact details of controller and data protection officer

15. The People's Orchestra is the controller of data for the purpose of the DPA and GDPR registered under the Data Protection Act 1998 (No.ZA058916)
16. If you have any concerns as to how your data is processed, you can contact:

Financial Controller: accounts@thepeoplesorchestra.com

Or write to: The People's Orchestra, Town Hall, West Bromwich, B70 8AY

Force Majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

CONTACT DETAILS & PROCEDURES

What to do and who to talk to

REHEARSALS

Rehearsals take place weekly at designated venues. Occasionally times and venues may change. Should this happen you will be notified of when and where it will be taking place at rehearsal or by email. You will need to bring your music pad and a pencil with you to all rehearsals.

A B S E N C E S

If you are unable to make it to rehearsal or to a performance, please let us know by emailing us at hello@thepeoplesshowchoir.com or by calling Kirsty on 07786629531 at your earliest convenience.

C O N C E R T D R E S S

On performance days we expect you to wear official Show Choir concert dress that consists of: The People's Show Choir T-shirt, black trousers (no jeans) or knee length skirt with black tights and formal black shoes. If you are cold [or require it for religious reasons], please wear a black long sleeve t-shirt under your Show Choir T-Shirt.

S T A F F C O N T A C T S

Managing Director: Sarah Marshall - sarah@thepeoplesorchestra.com - 07739 386 545

Choir Master & Communications: hello@thepeoplesshowchoir.com

Library (for music questions only): orchestra@thepeoplesorchestra.com

If you have suggestions about repertoire or wish to create your own music, please contact us and we will help in any way we can. All members are welcome to come to our head office and see what goes into the making of our performances behind the scenes

Office Address: The People's Show Choir, Town Hall, Lodge Road, West Bromwich, B70 8AY

Telephone: 0121 569 2616 / 07786629531 Email: hello@thepeoplesshowchoir.com

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Charity Number 1151321

