

THE KING'S SINGERS



Summer School



13 - 19 June 2017 DePauw University, Indiana

17 - 22 July 2017 Royal Holloway, University of London

Terms And Conditions

Effective from 5 February 2016

- 1. Definitions:** The following terms shall have the following meanings in this Agreement:
 - 1.1. "Course Materials": materials given to Participants in order to aid their participation in the Summer School, including but not limited to published and unpublished music scores, reference and informational materials, and timetable information.
 - 1.2. "Information Pack": the documentation that is available on the Summer School [website](#) that provides information about the scope of the Summer Schools including fees, and is available to read prior to making an application.
 - 1.3. "Deposit": a deposit of twenty per cent (20%) of the total Fees to be paid by the Applicant on acceptance of their place in the Summer School.
 - 1.4. "Fees": the fees to be paid for the Summer School as set out in the Information Pack.
 - 1.5. "Summer School": The King's Singers Summer Schools 2017 (US & UK) run by the company Music Productions Ltd (of Noble House, Mount Hill Lane, Gerrards Cross, Bucks SL9 8SU, UK) on behalf of The King's Singers Partnership.
 - 1.6. "Organisers": Music Productions Ltd on behalf of The King's Singers Partnership.
 - 1.7. "Applicant": anyone who submits an application to the Summer School whether as an individual or as an individual within an "Ensemble".
 - 1.8. "Participant": any Applicant that has been successfully accepted onto the Summer School following application and audition review by the Organisers, on payment of the Deposit.
 - 1.9. "Agreement": this Agreement made between the Organisers and the Participant or representatives of the Participants entering into the Agreement on their behalf. Where an Ensemble is making an application to the Summer School via a representative, such representative must present signed authority that provides the right to accept these terms and conditions and enter this legally binding Agreement on behalf each individual in the ensemble.
 - 1.10. "Organisers Staff": Employees or agents of the Organisers and The King's Singers Partnership.
 - 1.11. "Footage": photographs, audio and audio-visual recordings.

2. Application, Acceptance and Payment

- 2.1. Applications are welcome from all nationalities from persons who will be aged 16 or over on the first day of the Summer School.
- 2.2. A completed application form using the [online form](#) must be submitted along with an audition audio file to demonstrate the Applicant's current standard of musicianship. Applicants that have attended a previous Summer School hosted and run by the Organisers must complete the application form but need not submit a new audio file.
- 2.3. Applicants under 18 years of age on the day of application are required to provide contact details for a parent or responsible guardian. Before an Applicant aged under 18 can be accepted to the Summer School, a completed parental consent form will be required. This will be sent following the submission of the application form.
- 2.4. Applicants will be advised whether they have been accepted onto the Summer School at the earliest opportunity by email.

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2.5 Successful Applicants are required to pay the Deposit and the balance of the Fees in line with payment terms as set out in the Information Pack, such payment terms to have effect as set out in the body of this Agreement. Payment must be made by wire or BACS in the currency that is local to the Summer School (US - USD; UK – Sterling). Payment details will be provided to each Participant following acceptance into the Summer School.

2.6 The Applicant's place will be held open for 4 weeks following acceptance onto the Summer School, pending payment of the Deposit. If the Deposit remains unpaid after this time, the place may be offered to another Applicant. Receipts for payments can be provided upon request.

3. Cancellation

Should the Participant (including, in the case of an Ensemble, any individual within that Ensemble) need to cancel their place at the Summer School due to medical reasons, and provided the Participant can support their cancellation with an appropriate doctor's certificate, the Fees will be reimbursed as follows:

- 50% of the Fees (minus the Deposit) if the cancellation is submitted up to three months before the commencement of the Summer School,
- 25% of the Fees (minus the Deposit) if the cancellation is submitted up to 21 days before the commencement of the Summer School,
- If the cancellation is submitted within 21 days of the commencement of the Summer School, the Participant is not eligible to receive any refund of their Deposit or Fees.

Any Participant who cancels, fails to attend the Summer School, arrives late or leaves early for reasons unsupported by a medical certificate, is not eligible to receive any refund of their Deposit or Fees. Participants are encouraged to consider obtaining cancellation insurance.

4. Travel and Medical Insurance

4.1 All Participants are advised to obtain comprehensive travel, health and property insurance to cover them for the length of their stay at the Summer School. The Organisers accept no responsibility for obtaining or providing any insurance, or for administering such private insurance arrangements as the Participants may themselves arrange.

4.2 All Participants are required to make sure that they have the necessary medical and dental insurance to cover them whilst at the Summer School.

4.3 All Participants are responsible for informing the Organisers of all relevant medical, dental, dietary, educational and special needs prior to arrival. Any new or changes to existing medical conditions must also be made known to the Organisers prior to arrival.

4.4 Should any Participant fall ill and/or have to travel back home part way through the Summer School, the Organisers will not offer any refund of Fees.

5. Travel Documents

5.1 All international Participants must be in possession of a valid passport with an expiry date of 6 months beyond the date of arrival in the UK.

5.2 All Participants who require a visa or other travel documentation in order to attend the Summer School are responsible for obtaining these themselves. The Organisers accept no responsibility for any denial of visas or other travel documentation.

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6. Transport and Travel

6.1 All Participants are required to organise their own transport to the Summer School campus.

7. Participants Property

7.1 Participants are responsible for keeping their own possessions safe and secure while they are attending the Summer School. The Organisers will make reasonable endeavours to take reasonable precautions to ensure the safety and security of possessions whilst at the Summer School, but cannot accept responsibility for any loss or damage to personal property caused by theft, fire, flood, computer virus or any other cause except where loss or damage is caused by the Organisers negligence or that of its employees.

8. Behaviour and Dismissal

8.1. The Organisers reserve the right to dismiss any Participant from the Summer School who in their reasonable opinion does not exhibit and maintain reasonable behaviour through the duration of the Summer School.

8.2 If a Participant causes any damage to any facility, building or equipment, they will be held fully responsible and required to pay for the repair or replacement.

9. Changes to the Programme

The Organisers reserve the right to deviate from the advertised Programme, modify the Programme or change the location of part or all of the Summer School at any time.

10. Promotional Material & Photography

Photos, sound recordings or videos may be taken of the Participants during their time at the Summer School. The Footage is for use in future promotional materials of the Summer School, in social media, print and for archive usage. If any Participant holds an objection to being photographed or recorded and for these purposes then please notify the Organisers upon acceptance. If no objection is made, the Organisers reserve the right to use the Footage in promotional material and the Participant hereby assigns to the Organisers with full title guarantee all intellectual property rights, as well as any and all moral rights as may be asserted, in Footage throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world.

11. Course Materials

11.1 The copyright in any Course Materials that are used or provided by the Summer School to Participants shall remain vested in the Summer School or the licence owner. The Course Materials may not be in any way copied or sold.

12. Data Protection

12.1 Any personal data that the Organisers collect from Applicants and/or Participants will be kept and used in accordance with the Organisers [Privacy Policy](#) as set out on the Organisers website.

13. Responsibility / Liability

13.1 Nothing in this Agreement shall exclude or in any way limit the Organisers liability for fraud, death or personal injury caused by its negligence or any liability that may not be excluded or limited as a matter of law.

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13.2 Subject to clause 13.1:

13.2.1 the Organisers shall under no circumstances whatever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement;

13.2.2 the Organisers shall under no circumstances whatever be liable for any loss or injury incurred by or due to any Participant

13.2.3 the Organisers shall under no circumstances whatever be liable for any losses, including reimbursement of travel expenses incurred, in the event that a Participant's travel to the Summer School is disrupted or cancelled. Similarly, the Organisers will not take on the responsibility of re-arranging travel in the event of such disruption or cancellation; and

13.2.4 the Summer School's total liability in respect of all other losses arising under, or in connection with, the Agreement, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees payable by the Participant under the Agreement.

14. Events beyond the Organiser's control

14.1 The Organisers will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by events outside its reasonable control (known as a "Force Majeure Event").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Organiser's reasonable control and includes in particular (but without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

15. Changes to these terms

15.1 We reserve the right at all times to vary, change, alter, amend, add to or remove any of these terms.

16. Severability

16.1 Should any of the terms in this Agreement be found to be unlawful, the remainder of this Agreement continues in full force.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be governed by English law. The English courts shall have exclusive jurisdiction for the determination of disputes or claims arising under this Agreement (including non-contractual disputes or claims).