

TERMS & CONDITIONS

1. **Definitions:**

The following terms shall have the following meanings in this Agreement:

- 1.1 “Course Materials”: materials given to Participants to aid their participation in the Summer School, including but not limited to published and unpublished music scores, reference and informational materials, and timetable information.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 “Deposit”: a deposit of ten percent (10%) of the total Fees to be paid by the Applicant upon acceptance of their place in the Summer School.
- 1.3 “Summer School”: The King’s Singers Summer School run by the company Intermusica Artists’ Management Ltd (of Crystal Wharf, 36 Graham Street, London N1 8GJ, UK) on behalf of The King’s Singers Partnership and to be held between the dates of 27 July (arrival) and 2 August (departure) 2019 at Clare College, University of Cambridge, Trinity Lane, Cambridge, CB2 1TL, UK.
- 1.4 “Organisers”: Intermusica Artists’ Management Ltd on behalf of The King’s Singers Partnership.

“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 to accept these terms and conditions and enter this legally binding Agreement on behalf of the Ensemble.
- 1.5 “Applicant”: anyone who submits an application to the Summer School whether as an individual or as a group of individuals (an “Ensemble”).
- 1.6 “Participant”: any Applicant or Ensemble that has been successfully accepted onto the Summer School following application and audition review by the Organisers, on payment of the Deposit.
- 1.7 “Fees”: the fees to be paid for the Summer School as set out in the Information Pack.
- 1.8 “Information Pack”: the documentation sent to a successful Applicant by the Organisers upon the Applicant’s acceptance as a Participant of the Summer School.
- 1.9 “Organisers’ Staff”: Employees or agents of the Organisers and The King’s Singers Partnership.
- 1.10 “Programme”: tuition and events within the Summer School.
- 1.11 “Footage”: photographs, audio and audio-visual recordings.

2. Application, Acceptance and Payment

- 2.1 Applications are welcome from all nationalities.
- 2.2 A completed application form using the online form must be submitted along with an audition audio file (recorded within 12 months of the application) to demonstrate the Applicant's current standard of musicianship.
- 2.3 "Summer School": The King's Singers Summer School run by the company Applicants will be advised whether they have been accepted onto the Summer School at the earliest opportunity.
- 2.4 Successful Applicants are required to pay the Deposit and the balance of the Fees in line with the payment terms as set out in the Information Pack, such payment terms to have effect as if set out in the body of this Agreement.
- 2.5 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. "Applicant": anyone who submits an application to the Summer School whether as an individual or as a group of individuals (an "Ensemble").

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.

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 Organiser accepts 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 Organiser accepts no responsibility for any denial of visas or other travel documentation.

6. Transport and Travel

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

7. Participants' Property

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 Organiser's 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.

10. Promotional Material and Publicity

Photos, sound recordings or videos may be taken of the Participants during their time at the Summer School ("Footage"). The Footage is for use in future promotional materials of the Summer School, in social media 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

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

Any personal data that the Organisers collect from Applicants and/or Participants will be kept and used in accordance with the Organiser's Privacy Policy as set out on the Organiser's website.

13. Responsibility / Liability

13.1 Nothing in this Agreement shall exclude or in any way limit the Organiser's 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.

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. Severability

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

16. Governing Law and Jurisdiction

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).