

Palace Acappella Choir Agreement - The Essentials

About us:

Palace Acappella Choir is a non-auditioned community choir in the heart of Crystal Palace. We believe that singing should be for everyone and our taster sessions are open to any adults who want to sing in a choir. We encourage fun, development, confidence-building, and a social space and network within a musical context.

We aim to create a supportive and community-orientated space where everyone feels comfortable to participate in their own way. We welcome people of all backgrounds and identities and we encourage respect for each other, with no judgement on ability, and space for different learning styles.

Choir members are not required to read music or to have prior experience of singing or being in a choir. However, we do ask that you engage fully during rehearsals, can work independently with the materials provided, and take personal responsibility for practising the pieces between sessions to be ready for any performances you would like to participate in.

If you have any access needs or adjustment needs that would help you take part please let us know and we'll do our best to support you.

What You're Paying - updated fees from June 2026

- Resources pack fee, paid every 6 months: rising from £15 to £15.51 (equates to £2.56/month). This price will update with your next resources pack following 1st June 2026
- Monthly subscription, taken in advance on the 1st of each month: rising from £33 to £34.12 from 1st June.
- If you are not happy with this updated agreement you can leave the choir before the new terms come into effect by emailing me at palaceacappella@gmail.com and your membership will end on 31st May. 2026. Please note that, due to how payment systems work, even if you cancel with us before the 1st June payment date, your bank may still process it. If that happens, we will refund it in full within 14 days of receiving your cancellation notice.

What You Get

Access to:

- all choir rehearsals (online and face to face)
- additional workshop and event opportunities, including regular collaborations with our sister choir Beckenham Acappella
- social activities
- performances and
- online resources to support learning and home practice

Some performances, workshops or social events may have extra costs, which will be clear upfront and you'll pay separately.

You Need to Know

- We may take photos and videos during rehearsals and performances for promotion. Please let us know if you prefer not to be photographed or videoed.
- Our Director is First Aid trained.
- If circumstances outside our control (like severe weather or illness) mean we can't run a session, we'll reschedule or offer an alternative. You won't get a refund, but we'll make it up to you with extra sessions or extended membership where feasible. We'll notify you as soon as possible of any cancellation or rescheduling.

You Have the Right to Change Your Mind

You can cancel within 14 days of joining and receive a full refund if you've not attended any sessions or received physical materials. If you have attended or received materials, we'll deduct the direct costs from your refund. If you would like to cancel, email with a clear statement that you wish to cancel.

Before you sign - where to find essential and useful information

- Full Choir Agreement - please make sure you read and are happy with the full Agreement before you sign. The Full Agreement is available in this document below The Essentials, on email and on our website at <https://www.palaceacappella.co.uk/choir-agreement>
- Our Privacy Notice - is available on our website via the footer and here <https://www.palaceacappella.co.uk/privacy-notice>
- Our Safeguarding Policy - is available on our website via the footer and here <https://www.palaceacappella.co.uk/safeguarding>

Have Questions?

Email us at palaceacappella@gmail.com before you sign.

By signing below you confirm you have read and understood The Essentials and the Full Choir Agreement overleaf and agree to be bound by them.

Palace Acappella Choir Agreement

Palace Acappella Choir ("we" or "us") is a choir operated by Eleanor Rastall

Our contact details are:

Email: palaceacappella@gmail.com

By signing you confirm that you have read and understood these terms and conditions and agree to be bound by them.

Definitions:

‘The Choir’ means Palace Acappella Choir.

‘Member’ means you, the the Choir member.

‘Director’ means the the Choir Director

A ‘choir month’ runs from the 1st day of the month to the last day of that month

How membership works:

1 – Membership begins when the member has both signed this agreement and activated their direct debit via our secure online payment system. A confirmation email will be sent as soon as possible. Payment is taken in advance on the 1st day of each month. If it is not possible to pay by direct debit alternative options may be explored at the discretion of the Director. Choir fees will generally increase once a year and in line with inflation.

2 – Choir membership entitles members access to all choir rehearsals, online and/or face to face, social activities and performances as decided by the Director. Where there are extra costs, charges or expenses related to performances or social activities these are to be borne by the member. Additional workshops, courses and projects run by the Director and guest Facilitators which incur further costs are optional, and will be charged separately for those wishing to take part. The Director remains responsible for ensuring all activities comply with these terms, regardless of who delivers them.

3 - Choir members must join the WhatsApp Announcement group to receive important updates about rehearsals, performances, and choir information. This is the primary and most reliable method of communication for urgent updates and schedule changes. Members acknowledge that the WhatsApp Announcement group is a third-party platform, and that their phone number and WhatsApp activity will be visible to WhatsApp (Meta Platforms Ireland Limited). Please refer to our Privacy Notice for information about how we process your personal data when using third-party platforms.

If a member has an accessibility need that prevents them from using WhatsApp, they should notify the Director in writing (by email or letter) as soon as possible. The Director will work with the member to identify and implement a reasonable adjustment that enables them to receive essential choir information. This adjustment will be agreed in writing by both parties. If you are unable to provide written notice, contact the Director by phone on or in person to discuss your needs.

If a member has privacy concerns about WhatsApp but can access it, we ask them to consider the practical necessity of timely communication for rehearsal schedules, performance updates, and choir safety. If they remain unwilling to use WhatsApp despite understanding how we use their data (as set out in our Privacy Notice), alternative communication methods may be considered at the Director's absolute discretion and are not guaranteed. The Director is under no obligation to replicate all WhatsApp communications through an alternative method and is not liable if a member misses updates communicated through WhatsApp.

Members using alternative arrangements accept responsibility for checking their agreed method of communication regularly and promptly, particularly during performance or event rehearsal schedules. The Director is not liable for members missing important updates if they have failed to check their alternative communication method within a reasonable timeframe.

Cancelling your membership:

4 – If the member wishes to cancel their membership they may do so by giving two full choir months' notice. This can be given by email to palaceacappella@gmail.com or by letter to the Director. For example if you give notice on 15th May then your final payment will be taken on 1st July and your notice period and membership will end on 31st July.

Notice takes effect from receipt.

5 – The Choir may terminate membership on written notice (letter or email) for serious or persistent breach of these terms, non-payment after reminder, or behaviour falling within clause 19. We may also terminate your membership by giving two full choir months' written notice for any reason, which will end on the last day of second month following. For example, if notice of termination is given on 15th May then membership will end on 31st July.

If a direct debit payment fails, we will send a written reminder requesting payment within 7 days. If payment is not received within 14 days of the

reminder, we reserve the right to terminate membership without further notice.

In addition to terminating membership, we reserve the right to suspend a member's access to choir activities for a defined period whilst we investigate or manage a safeguarding or conduct concern. If a member's access is suspended pending investigation or management of a safeguarding or conduct concern, no refund will be issued for the period of suspension. The member remains liable for the monthly fee for the month in which suspension occurs. Any suspension will be resolved within 28 days, after which the member's access will be restored or their membership terminated in accordance with Clause 5.

The Choir responsibilities:

6 - Our Director is First Aid trained. We hold copies of current First Aid certifications which are available for inspection on request.

7 – Members acknowledge that participation in choir activities carries inherent physical risks. Members remain responsible for their own safety and wellbeing at all times. We are not responsible for injury or illness arising from a member's own actions or choices, unless caused by our negligence or breach of health and safety law.

Our total liability for any claim arising from this membership, whether in contract, tort, or otherwise, shall be limited to the total fees paid by the member in the 12 months preceding the claim, except for liability for death or personal injury caused by our negligence, fraud, or breach of statutory duty which cannot be limited.

8 – The Choir will not share any personal details with a third party without the member's express consent. See The Choir Privacy Notice for full details.

Choir member responsibilities:

9 - Members acknowledge that their personal property, including but not limited to bags, clothing, instruments and accessories, is their responsibility whilst at all choir activities. This includes rehearsals, workshops, performances, events, socials and travel to and from these activities, whether at our usual venue or at external locations, indoors or outdoors. The Choir is not responsible for any loss, damage, or theft to personal property. We are not liable for claims arising from loss or damage to personal property unless caused by our negligence. Nothing in this Agreement limits our liability for death or personal injury caused by our negligence or for fraud.

10 – Sheet music use:

1. Any music supplied to a member is only permitted to be used within The Choir and while a member of The Choir, unless with the express written permission of the Director
2. Any arrangements supplied to the member which have been written by the Director remain the property of the writer, and the copyright thereof, and may not be used outside of The Choir at any time, except with the express written permission of the Director. Members acknowledge that all music performed by The Choir has been appropriately licensed, and that the licensing sits with The Choir, not with individual members.
3. Members agree that they will not record or transcribe any choir arrangements or performances for external use, unless with the express written permission of the Director.

11 – If a member signs up to participate in a performance or event, they commit to attend. Should circumstances change, members must notify the Director of any inability to attend as soon as possible. Prompt notification allows the Director to arrange suitable alternatives where necessary.

12 – Members must notify the Director promptly of any changes to their contact details, including address, email address, or telephone number. Members should also notify the Director of any changes to their medical information or accessibility needs that may affect their participation in The Choir. We will consider reasonable adjustments to enable members with disabilities or accessibility needs to participate fully in choir activities. Members should discuss their needs with the Director so that appropriate adjustments can be arranged.

13 - If you have any condition, allergy, or medical need that could affect your participation or safety in The Choir, please disclose this to the Director. This information will be stored securely and accessed only by the Director and Facilitators for the purposes of your safe participation. We will retain this information for as long as you are a member and will delete it within three months of you leaving.

14 - Members must provide the name and phone number of an emergency contact. This information will only be used in the event of an accident or injury to contact the named person. Members acknowledge that by providing emergency contact details, they are providing personal data about another individual and confirm they have permission from that person to provide their information for this purpose. You should also provide the relationship of the emergency contact (for example, parent, spouse, sibling, close friend) to help us communicate appropriately in an emergency.

Unexpected circumstances:

15 – The Director holds the right to change the rehearsal venue, times and days if necessary, but will not do so without good reason and will endeavour to give at least two weeks' written notice, except in emergencies where notice may be shorter.

16 - Should the Director be indisposed for whatever reason, they have the right to

1. find a suitable deputy to cover their absence
2. reschedule the rehearsal or performance for an alternative date
3. run the rehearsal online
4. add or extend any rehearsal(s) at their discretion
5. cancel the rehearsal or performance.

Cancellation will only occur if no other viable option is available. If a rehearsal or performance is cancelled, we will make all reasonable efforts to reschedule it for an alternative date or, where feasible, provide an alternative online session. Members will be notified as soon as possible of any change to the scheduled rehearsal. Members will not be entitled to a refund due to cancellation.

17 - If circumstances outside our control prevent us from holding scheduled rehearsals or events (including, but not limited to, severe weather, natural disasters, government restrictions, illness of key personnel, venue cancellation or failure of essential venue services), we will not be liable for breach of contract. In such circumstances, we will, where feasible, offer one or more of the following: rescheduled rehearsals or events, online sessions in place of in-person rehearsals, or an extension of membership to compensate for cancelled sessions. Members will not be entitled to a refund due to force majeure events.

Photos, videos and media:

18 – We may capture photos and recordings at rehearsals and performances for promotional purposes. Images may be used in promotional materials, on our website, social media, and printed publications. Unless you notify us in writing that you wish to withdraw consent, we may continue to use images in which you appear for as long as we hold them. If you withdraw consent, we will stop using new images of you, but we are not obliged to remove images already published. To withdraw consent at any time, members may notify the Director in writing (by letter or email to palaceacappella@gmail.com.)

Members may take photos for personal use during rehearsals and events. Any photos or recordings shared publicly by members must not include

other members without the prior written consent of those members. All shared content must comply with our safeguarding requirements.

Conduct:

19 – Members are expected to treat other members, the Director, and any guests with respect at all times. Behaviour that is abusive, discriminatory, harassing, or threatening will not be tolerated. This includes behaviour in person and on any online platforms or social media used by The Choir. Any member who breaches this standard may be asked to leave The Choir.

Concerns and complaints:

20 - If you have a complaint or concern about The Choir, please notify the Director in writing. We will respond within 14 days and will seek to resolve the matter informally. If informal resolution is not possible, either party may refer the matter to mediation.

Cooling off period:

You have the right to cancel within 14 days of joining under the Consumer Contracts Regulations 2013. To cancel, email us at palaceacappella@gmail.com with a clear statement that you wish to cancel.

If you join after the 1st of the month, a pro-rata payment is taken within one week. Your next subscription is taken on the 1st of the following month. This date may fall within your 14-day cooling-off period. Due to how payment systems work, even if you cancel with us before the payment date, your bank may still process it. If that happens, we will refund it in full within 14 days of receiving your cancellation notice.

If you have attended any choir activity, we will deduct £12 per session attended. If you have received the full resources pack, we will deduct £15, or £3 per song if you have received part of the resources pack. . These deductions will not exceed the amount of the refund owed. We cannot deduct for online access.

VARIATIONS CLAUSE

We may change these terms by giving at least two months' written notice to members. If a change is materially unfavourable to you, you may terminate your membership by giving us written notice (letter or email) stating that you wish to terminate before the new terms take effect. You may give this notice at any point before the new terms take effect and your membership will end on the last day of the month just prior to the new terms coming into effect.

Any monthly subscription fees will be charged only for the months in which you are an active member. If notice is given very close to when the new terms take effect, it may not be possible to cancel your subscription in time and the next month's fee may still be charged. Members may request a refund in writing, provided they have not attended any choir rehearsals or events after the new terms have come into effect. If you do not terminate, we will treat your continued membership as acceptance of the new terms.

Legal basis:

This agreement, together with any privacy notice and other documents referred to herein, constitutes the entire agreement between us and supersedes all prior negotiations, representations, or agreements relating to choir membership.

This agreement shall be governed by and construed in accordance with the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the English courts.

Membership from May 2025 to June 2026:

Membership fee, one-off on joining - £40

Resources pack fee, £15 on joining and then every 6 months - £15

Monthly subscription, payable in advance on the 1st of each month -£33/month

Membership from June 2026 onwards:

Membership fee, one-off on joining - £41.36

Resources pack fee, £15.51 on joining and then every 6 months - £15.51 (equates to £2.56/month).

Monthly subscription, payable in advance on the 1st of each month -£34.12./month

Any changes to this Agreement, including membership fees, will be notified at least two months in advance.