



# **Melbourne Contemporary Choir**

## **(Incorporating MCCHOIR, MCGOSPEL and MCYOUTH)**

### **Membership Agreement**

#### **Version 1.0, Jan 2019**

## **Terms and Conditions**

This is an Agreement between You, the Member, and Melbourne Contemporary Choir, an Australian registered business (ABN 49924028788), PO Box 291 Doreen, VIC, Australia 3754. By following the joining process to become a Member of Melbourne Contemporary Choir you are accepting the terms and conditions in this Membership Agreement. You should only join if you are willing to accept them.

## **Membership**

1. This Membership Agreement commences once you have accepted the terms during the joining process. By accepting these terms you are agreeing to pay any applicable fees as advised in your onboarding email.
2. By becoming a member of Melbourne Contemporary Choir you consent to receiving communications relating to your membership, Melbourne Contemporary Choir events, shows, any opportunities, and information about Melbourne Contemporary Choir in general.
3. We use trusted third party services to manage membership operations. We will not sell or give your data to anyone else.
4. The harmonies, concepts, moves and resources used in Melbourne Contemporary Choir are owned by Melbourne Contemporary Choir. 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 recorded or transmitted without written permission from the Executive Director of Melbourne Contemporary Choir.
5. You are entitled to access and use resources defined by your Membership provided your fees are up to date.
6. Melbourne Contemporary Choir rehearsals run in alignment with school terms where possible for an average of 41 weeks a year. There may be occasions where an event or rehearsal clashes with your regular weekly session, these events or rehearsals will replace your normal scheduled weekly rehearsal and may be held at an alternative venue. Melbourne Contemporary Choir reserves the right to alter the schedule and/or location of rehearsals to fit in with these events, or with performances and any other events that may be taking place. No refunds will be given in these circumstances. If rehearsals are cancelled due to illness or other circumstances out of our control, then



Melbourne Contemporary Choir will make best endeavours to provide an alternative rehearsal time. No refunds will be given in these circumstances. Melbourne Contemporary Choir will always endeavour to give as much notice as possible to members for any changes made to regular scheduled rehearsals.

7. Melbourne Contemporary Choir may from time to time provide additional facilities such as downloads, special rehearsals and shows. These are not part of the basic Membership facilities and are provided solely at the discretion of Melbourne Contemporary Choir. Those who do not have internet facilities may not be able to avail themselves of some of these additional provisions.
8. Melbourne Contemporary Choir will only proceed with a minimum sized group. If this minimum is not achieved, the choir may be closed. All Members will be refunded for any future paid for sessions or transferred to another choir within the Melbourne Contemporary Choir group of their choosing.
9. Membership costs may vary each year and Members will be notified of any change in advance.
10. 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 Melbourne Contemporary Choir.
11. 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 [voice@mcchoir.com](mailto:voice@mcchoir.com). The cancellation period will expire after 14 days from the day you accept the terms.
12. In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms.
13. If you cancel your Membership within the 14 day period we will refund to you on request the fees paid for the remainder of the quarter or year no later than 14 days after the day on which we are informed about your decision to cancel, less the cost of rehearsals to the date of cancellation.
14. After the 14 day cancellation period you may terminate your Membership at the end of the current quarter by emailing [voice@mcchoir.com](mailto:voice@mcchoir.com). Your Membership will end at the last session for the quarter. Annual memberships may only be cancelled at the end of the current year's membership except in exceptional circumstances, where payments of future sessions may be refunded or credited to your account on a case by case basis - this is at the discretion of MCCHOIR. Any amounts still outstanding must be paid in full before the membership is terminated.
15. You may suspend your membership for no more than 1 quarter in any given year, any longer may result in your membership being cancelled. Failure to notify Melbourne Contemporary Choir of non-return after suspending may result in fees being collected. Excess payments will not be refunded.
16. You cannot transfer your membership to anyone else.
17. 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 Melbourne Contemporary Choir-related communications.



## Attending Other Choir Locations

A member is welcome to attend any other regular weekly sessions of MCCHOIR at other locations, unless those rehearsals are at capacity. New members and members based at that location will be prioritised over members from other locations. From time to time, Melbourne Contemporary Choir may request members attend other choir rehearsals or combined rehearsals for specific purposes. There is only one location for MCGOSPEL and MCYOUTH currently.

There should be regular communication between the member wanting to attend sessions at other locations and the Campus Lead to ensure there is capacity and to update the member of any changes - e.g. venue change or rehearsal change or cancellation. Members should register in the MCCHOIR app (Team App) their attendance at another location and notify their intention on the choir phone.

The member must choose their "home choir" for MCCHOIR and their registration and payment details will be linked to that location. Most of our performances are joint performances where various locations and choirs come together to perform (MCCHOIR/MCGOSPEL/MCYOUTH). There may be circumstances where an MCCHOIR location, MCGOSPEL and MCYOUTH performs separately which is not open to members from other locations/choirs unless specifically requested by Melbourne Contemporary Choir. Official membership communication or alerts about news or changes will be sent to members in relation to their home choir via the MCCHOIR App (Team App).

## Your Obligations

1. You agree to pay us any applicable fees on the date shown on your invoice or in the emails sent to you by Melbourne Contemporary Choir.
2. Melbourne Contemporary Choir membership fees are payable Annually or per season (season consisting of two quarters), however we understand this can be a big expense so we also have the option to split this into four equal quarterly payments. Fees are due as per the invoice sent to you, but in general, due before the first session of the year/season/quarter.
3. You must use the Melbourne Contemporary Choir downloads in the proper manner and you must consult your Choir Leader or a member of the Melbourne Contemporary Choir Leadership Team if you are unsure.
4. You consent to incidental inclusion in marketing photographs that we may take from time to time.
5. You agree that you have understood our privacy policy which is available at <http://www.mcchoir.com/privacy/>.
6. You agree to tell us immediately of any changes to your personal details including contact information.
7. You are responsible for notifying Melbourne Contemporary Choir if You wish to cancel your membership.



8. You agree to advise us immediately of any changes to your member details by contacting a member of the Melbourne Contemporary Choir Leadership Team directly.
9. In making an application, Members are assumed to be medically fit to undertake the vocal and physical demands of Melbourne Contemporary Choir. If an individual has any doubts, these should be indicated to Melbourne Contemporary Choir prior to their application.
10. Members of MCCHOIR and MCGOSPEL confirm that you are at least 18 years old.
11. Members of MCYOUTH must be accompanied by a parent or legal guardian at the first rehearsal and must provide written agreement of your membership and acceptance of these terms and conditions and proof of identity such as a passport or photo driving licence and proof of legal guardianship if required.
12. In the case where MCYOUTH members are to be collected by another adult other than their parent or legal guardian following sessions, a signed form including the name and contact details of the responsible adult will need to be provided in writing prior to or on the day of the session.
13. MCYOUTH members who travel to and from weekly sessions without an accompanying adult must have a signed release form from a parent or legal guardian.

## **Code of Conduct**

Melbourne Contemporary Choir aims to create a safe and positive environment for all its Members. In order to do this, we must ensure acceptable standards of behaviour from our Members. All Members should be punctual to rehearsals and adhere to times and guidelines set by Melbourne Contemporary Choir.

All Members should respond to the leadership of the Choir Leader and or members of the Melbourne Contemporary Choir Leadership Team.

Members should be cooperative with both members of the Melbourne Contemporary Choir Leadership Team and fellow Melbourne Contemporary Choir Members and uphold an equal-opportunity environment. Any form of negative behaviour, whether written or verbal, towards others including Melbourne Contemporary Choir Members, Melbourne Contemporary Choir Leaders, Melbourne Contemporary Choir Leadership Team or to the rehearsal and performance environment/staff or audience will lead to cancellation of Membership. In this case, Membership payments will not be refunded.

Social media groups linked to Melbourne Contemporary Choir must comply with the Malicious Communications Act 1988 and The Communications Act 2003.

Members should understand clearly that Melbourne Contemporary Choir cannot be held financially responsible for damage caused by misconduct.

If a Melbourne Contemporary Choir location closes indefinitely and another Choir location is not a suitable alternative, this Agreement will end and you will receive a pro-rata refund of your Membership fee.



## Health and Safety

Melbourne Contemporary Choir is not responsible for damage to person or personal belongings whilst attending rehearsals and performances or before and after rehearsals and performances. Melbourne Contemporary Choir Members are responsible for their own property and well-being whilst attending all rehearsals and performances.

Travel arrangements are to be made by each Member to rehearsals and performances unless it is agreed otherwise.

## Our Rights

We may terminate this Agreement and your Melbourne Contemporary Choir Membership with immediate effect if you do not pay any applicable fees or Membership amount when it falls due.

We may terminate this Agreement and cancel your Melbourne Contemporary Choir Membership with immediate effect on notice to you if you breach any of the Melbourne Contemporary Choir Membership Codes of Conduct. In this event you will no longer be able to access your downloads and you will not receive a refund.

If we do not terminate your Membership upon breaching any of the Melbourne Contemporary Choir Membership terms and conditions, or if you are provided extra time to pay your Membership fee and fail to pay when it falls due, Melbourne Contemporary Choir reserves the right to subsequently enforce the terms of this Agreement.

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 Melbourne Contemporary Choir 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.

We may communicate Melbourne Contemporary Choir related information to you by email, SMS, via our MCCHOIR App, Facebook Members page or by post.

We may assign the benefit of this Agreement and our rights to a third party provided we give you notice and your rights under this Agreement will not be prejudiced.

Melbourne Contemporary Choir, the Choir Leaders, the Leadership Team 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. If such loss, damage or theft is caused by the negligent acts or omissions of We will notify you of any changes to these terms and conditions.



## **Melbourne Contemporary Choir, Shows - Filming Policy**

Members and their families/friends will be permitted to film Melbourne Contemporary Choir shows providing the venue allows such filming and there is no additional charge to Melbourne Contemporary Choir by the venue to enable this facility. (If the latter is the case your Melbourne Contemporary Choir Leader will advise you before the show date so that you can advise your friends and family that no filming is permitted whatsoever.)

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:

1. 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.
2. 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 or for Melbourne Contemporary Choir itself. In such circumstances we will request the footage to be removed.
3. 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).
4. Immediate compliance is required should anyone be asked to stop filming by a Melbourne Contemporary Choir or venue official.
5. No permission will be granted to film or photograph the show for any professional or commercial purposes.
6. Children - any photos/film/recording of children or vulnerable adults must be in line with the Melbourne Contemporary Choir Child Protection Policy.

## **Other Clauses**

Only You, the person named in the joining process, can benefit from this Agreement.

If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

This Agreement is governed by the law of Australia.

## **Payment methods**

The fees payable are inclusive of GST where applicable at the rate applicable at the current time. It is the responsibility of a Member to ensure their fees are paid successfully. While Melbourne Contemporary Choir may inform you of any issues or errors that can occur from time to time, any overdue amounts will be payable in full.



## Fee payments

Payment of fees can be made online by bank transfer or via credit card. Cheques are accepted and must be made payable to Melbourne Contemporary Choir Ltd and with the period (quarter/season/annual), choir and Members name on the reverse, posted to: PO Box 291, Doreen VIC 3754.

## Collection of your Personal Information

Our current privacy policy is available on our website.

## Additional Services

Any additional services (including, for example singing or instrumental lessons) which you contract for or agree to pay for with your Choir Leader, do not form part of your Melbourne Contemporary Choir Membership Agreement and the Terms and Conditions of this Agreement will not apply to them. You should be aware that if you enter into any Agreement for additional services, you are entering into an Agreement with those individuals and not with Melbourne Contemporary Choir.

We do not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of those providing the additional services which are specifically excluded from the Membership Agreement and Melbourne Contemporary Choir does not accept any responsibility for the same.

## Amendments

Melbourne Contemporary Choir reserves the right to amend these Terms and Conditions at any time without notice.

## Contact Details

Use our online enquiry form or contact us at the following address:

Melbourne Contemporary Choir

PO Box 291

Doreen VIC 3754

[www.mcchoir.com](http://www.mcchoir.com)