



## YV Terms and Conditions

### 1. Use of YV's Website

- 1.1. By using and/or visiting YV's website you signify your agreement to these terms and conditions.
- 1.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 1.3. [www.youngvoices.co.uk](http://www.youngvoices.co.uk) may have links to other website. YV is not responsible for the contents, nor does it warrant the accuracy or reliability of any linked website. YV, to the extent permissible by law, excludes all liability which may arise from your use or reliance on the information or contents contained in the linked site.
- 1.4. The copyright in the contents of this website is owned by YV or its licensors. The data and information available through [www.youngvoices.co.uk](http://www.youngvoices.co.uk) are owned by YV and unless otherwise noted, adheres to our Copyright Policy.
- 1.5. YV is committed to protecting your privacy. Our Data Protection Policy describes the ways in which we collect information from you when you use our website, and what we may use it for. It should be read in conjunction with the other terms and conditions as well as our other policies.
- 1.6. Although care is taken to check and test material at all stages of production, YV cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.
- 1.7. YV has tried to ensure that the contents and information it provides is accurate at the time of posting/distribution. In the event that this information should change, we will do our best to communicate that change to all involved.

### 2. Online Teacher Community

- 2.1. By using and/or visiting YV's online teacher community, you signify your agreement to these terms and conditions.
- 2.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 2.3. Within our services we have an online teacher community which includes YV published guidance as well as third party advice that may be of use to other users. We are not responsible for the advice given by the third party.
- 2.4. The views and opinions expressed in the online teacher community are not those of YV and no endorsement is made by YV of accuracy or completeness of the content. You should not rely on views and opinions put forth by third parties.
- 2.5. You agree that you will not post material that contains content which is harmful, threatening, abusive, vulgar, obscene, harassing, defamatory, offensive (racially, sexually, or ethnically), promotes a political view or is otherwise objectionable.



- 2.6. You will not post or transmit chain letters, pyramid or money schemes.
- 2.7. You will not use your account to:
  - Impersonate any person; and/or
  - 'Spam' by posting frequent and/or annoying messages.
- 2.8. Material that you post must not contain links to sites that open up multiple windows or to sites that contain material that would fall within clause 1.3 above.
- 2.9. You agree that you will not post content, the display of which would infringe the intellectual property rights of any third party. In particular, you represent and warrant that the content of your posting is original and not copied from any third party. If referencing a third party, you agree to give credit where credit is due.
- 2.10. You agree that you will not use postings to offer items or services for sale or place advertisements for goods, products or services of third parties.
- 2.11. If you breach any of the provisions set out in this clause YV may immediately terminate your use of the service.
- 2.12. YV reserves the right not to publish any material that you post in its absolute discretion.

### **3. Attending a YV Concert**

- 3.1. By paying the registration fee you signify your agreement to these terms and conditions.
- 3.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 3.3. Invoices do not reserve/secure your place in our concerts and are subject to availability. Only upon full receipt of payment will we confirm your inclusion. YV is not liable for any outstanding invoices that were unable to be processed due to lack of availability. Payment options are outlined in Payment Methods.
- 3.4. YV will assign your concert date if no preference is received. This date will be confirmed upon full payment of the registration fee. You are expected to attend the concert you have been assigned. YV is not responsible for schools who show up on the wrong date.
- 3.5. Changes to your concert date can be made if notified, subject to availability. YV is not responsible for the inability to change your concert date should there be no availability.
- 3.6. Music and information will not be dispatched until full payment of the registration fee has been received and confirmation of inclusion has been sent.
- 3.7. Should there be a need for a reserve list, we will not process payment until a space has opened. We will also work with you to try and get you to a concert potentially on a different date or even a different venue. Cooperation would be appreciated.
- 3.8. The registration fee is non-refundable.



## 4. Teacher Workshops

- 4.1. By paying the workshop fee you signify your agreement to these terms and conditions.
- 4.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 4.3. Invoices do not reserve/secure your place at our workshops and are subject to availability. Only upon full receipt of payment will we confirm your inclusion. YV is not liable for any outstanding invoices that were unable to be processed due to lack of availability. Payment options are outlined in Payment Methods.
- 4.4. YV will assign a teacher workshop date if no preference is received. This date will be confirmed upon full payment of the registration fee. You are expected to show up to the workshop you have been assigned. YV is not responsible for teachers who show up on the wrong date.
- 4.5. Changes to your workshop date can be made if notified, subject to availability. YV is not responsible for the inability to change your workshop date should there be no availability.
- 4.6. All workshops must be paid for before the day of the workshop. Teachers who arrive at the workshops without paying the workshop fee could be turned away if there is no availability. YV will not be accepting payment on the day.
- 4.7. The workshop fee is non-refundable.

## 5. Final Choir Numbers & Permission Slips

- 5.1. By paying the registration fee you signify your agreement to these terms and conditions.
- 5.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 5.3. It is the responsibility of the teacher in charge to obtain a signed permission slip from all children in their respective choir for involvement in our Concerts. Young Voices reserves the right to ask you to supply all your permission slips for reference and may do so as part of its annual auditing procedures.
- 5.4. Final choir numbers must be submitted to YV by the deadline outlined in the information book. Approximate choir numbers will be taken as final if we are not notified otherwise.
- 5.5. YV must be notified of any special seating/disability requirements at time of submission. No requests will be able to be accommodated once numbers have been locked. YV is not responsible for any needs that were not brought to our attention before the deadline.
- 5.6. Please raise any filming objections with us as soon as possible, and in any event, prior to the concert. When possible, we will take steps to take account of any special circumstances.
- 5.7. Any changes in numbers after choir numbers have been locked (especially increases) could result in no availability. YV is not responsible for any children/adults who arrive in excess of your allocation and reserves the right to turn them away.



## 6. Audience Tickets

- 6.1. By purchasing Audience Tickets you signify your agreement to these terms and conditions.
- 6.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 6.3. Delivery is not guaranteed before the date of the concert if the order is placed within 5 working days of the date of your concert. YV will not be liable for any tickets that do not arrive on time.
- 6.4. Invoices do not reserve/secure your tickets and are subject to availability. Only upon full receipt of payment will your tickets be placed into the arena, and dispatched accordingly. YV is not liable for any outstanding invoices that were unable to be processed due to lack of availability. Payment options are outlined in Payment Methods.
- 6.5. Ticket holders must abide by the rules and regulations of the concert venue in addition to these terms and conditions. Venue rules and regulations are available through the venue and may be changed at the venue's discretion.
- 6.6. Your ticket will be in the form of paper sent via Royal Mail. Tickets cannot be cancelled or exchanged after purchase, other than in accordance with these terms and conditions and the terms of the Ticket Agent from which they are purchased.
- 6.7. Only persons holding a valid ticket will be admitted. You must keep your ticket with you at all times during the concert. The concert venue reserves the right to refuse entry to our concerts for any reason, regardless of if a ticket has been purchased.
- 6.8. Ticket holders enter the venue on the basis that they give express consent to being filmed or photographed (and the use of any film or photography) at the concert, and acknowledge that we may include material including shots of the audience in our recordings of the concerts for distribution on our website, by DVD, download or any other means.
- 6.9. Please raise any filming objections with us as soon as possible, and in any event, prior to the concert. When possible, we will take steps to take account of any special circumstances.
- 6.10. Keep your tickets safe. Your ticket may be invalidated if any part of it is removed, altered or defaced. Removing the ticket stub of a paper ticket will invalidate the ticket. YV nor the Ticket Agent from which they are purchased will be liable for any stolen or lost tickets.
- 6.11. Ownership or possession of a ticket does not confer any rights (by implication or otherwise on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket or used in connection with the concerts. Tickets may not be used for promotions, competitions, and sweepstakes or for other commercial purposes without the prior written consent of YV and the corresponding Ticket Agent.
- 6.12. YV (and arena Ticket Agents) are the only authorised retailers of Audience Tickets. If you are unsure as to whether or not a person offering tickets for sale is an authorised retailer, please contact us. Please be aware that auction sites are not authorised Ticket Agents.
- 6.13. Resale, or attempted resale or purchase of a ticket other than via an authorised retailer are grounds for seizure or cancellation of such ticket without refund or other compensation.



- 6.14. The number of tickets purchased (per concert not per school or family) is subject to a maximum. We reserve the right to request the cancellation by the Ticket Agent of any tickets we have reasonable cause to believe to have been bought in excess of this maximum number or otherwise in breach of the venue terms.
- 6.15. Any issues with seating must be brought to the attention of the arena on the night. Some accommodations can be made but only if we know about them. Seating issues that were not brought to the attention of the arena on the night will not be valid after the concert.
- 6.16. Tickets are non-refundable. If a concert is postponed, then the purchased tickets will become valid for the rescheduled date only. Ticket holder who cannot attend the rescheduled concert date for whatever reason will not be eligible for a refund. Grounds for rescheduling or cancellation can be found in clause 10.

## **7. Choir T-shirts & General Merchandise**

- 7.1. By purchasing any YV merchandise you signify your agreement to these terms and conditions.
- 7.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 7.3. Prices quoted on the website are correct at time of publishing. Young Voices reserves the right to vary prices due to changes in VAT or any other circumstances which may be beyond our control. All orders are subject to a delivery charge.
- 7.4. Delivery is not guaranteed before the date of the concert if the order is placed within 5 working days of the date of your concert. YV will not be liable for any merchandise that does not arrive on time.
- 7.5. Invoices do not reserve/secure your order and is subject to availability. Only upon full receipt of payment will your order will be dispatched accordingly. YV is not liable for any outstanding invoices that were unable to be processed due to lack of availability. Payment options are outlined in Payment Methods.
- 7.6. Children and adult chaperones in the choir are encouraged to wear the official Young Voices Choir T-shirt. Purchase of a shirt is not mandatory. If an official YV Choir T-shirt is not purchase, a plain white shirt must be worn instead.
- 7.7. Choir t-shirts are only for those in the choir and must not be worn by anyone in the audience.
- 7.8. Keep your Choir T-shirts safe. YV nor the arena merchandise stands will be liable for any stolen or lost choir t-shirts.
- 7.9. Official YV merchandise is only available from the YV School Shop, orders through the school with order forms given in the info book, or from arena merchandise stands on the day. Please be aware of unofficial traders offering inferior goods for which we accept no responsibility.
- 7.10. The copyright associated with all merchandise is owned by YV or its licensors and unless otherwise noted, adheres to our Copyright Policy.
- 7.11. All merchandise (except for items purchased at the venues) will be dispatched via Courier Service. Orders cannot be cancelled after purchase, other than in accordance with these terms and conditions.



- 7.12. Exchanges due to incorrect sizing, order completion errors or damaged products can be made if notification of the error has been made within 5 working days of receipt. All exchanges have a small fee of £5 per exchange request (regardless of how many items need to be exchanged). All exchanges are subject to stock availability.
- 7.13. Ownership or possession of YV merchandise does not confer any rights (by implication or otherwise on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the merchandise or used in connection with the concerts. YV merchandise may not be used for promotions, competitions, and sweepstakes or for other commercial purposes without the prior written consent of YV.
- 7.14. Resale, or attempted resale or purchase of merchandise other than via an authorised retailer are grounds for seizure without refund or other compensation.
- 7.15. All YV merchandise are non-refundable. However, we do offer exchanges as outlined in clause 4.8.

## **8. DVDs & Multi-Media Postings**

- 8.1. By purchasing a DVD you signify your agreement to these terms and conditions.
- 8.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 8.3. Prices quoted on the website are correct at time of publishing. Young Voices reserves the right to vary prices due to changes in VAT or any other circumstances which may be beyond our control. All orders are subject to a delivery charge.
- 8.4. Invoices do not reserve/secure your order and are subject to availability. Only upon full receipt of payment will your order be dispatched accordingly. YV is not liable for any outstanding invoices that were unable to be processed due to lack of availability. Payment options are outlined in Payment Methods.
- 8.5. Your DVD will be dispatched via Courier Service. Orders cannot be cancelled after purchase, other than in accordance with these terms and conditions.
- 8.6. Exchanges due to damaged products can be made if notification of the error has been made. All exchanges are subject to stock availability.
- 8.7. DVDs are only available from the YV School Shop or orders through the school with order forms given in the info book. Please be aware of unofficial traders offering inferior goods for which we accept no responsibility.
- 8.8. Resale, or attempted resale or purchase of DVDs other than via an authorised retailer are grounds for seizure without refund or other compensation.
- 8.9. Although every care is taken to try and film all participants (including teachers), there may be instances where this is not achieved. We cannot guarantee that every choir member will appear on the DVD/download. Refunds will not be offered solely on the basis that a child doesn't appear on our DVDs.
- 8.10. Ownership or possession of a DVD does not confer any rights (by implication or otherwise on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the DVD or used in connection with the concerts. DVDs may not be used for promotions, competitions, and sweepstakes or for other commercial purposes without the prior written consent of YV.



- 8.11. The copyright associated with DVDs is owned by YV or its licensors and, unless otherwise noted, adheres to our Copyright Policy.
- 8.12. DVDs are non-refundable. However, we do offer exchanges as outlined in clause 5.4.

## 9. Egress & School Collection Points

- 9.1. By paying the registration fee you signify your agreement to these terms and conditions.
- 9.2. YV may, in its sole discretion, modify or revise these terms and conditions and any related policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.
- 9.3. Under no circumstances are schools to leave the concerts early. This includes leaving before the concert has even finished. Schools must wait for instructions given by the announcer on the night. YV is not responsible for any congestion or safety concerns created by schools leaving early.
- 9.4. We strongly recommend that parents do not pick up their children from the arena. It is safer and a quicker egress if teachers take their children back to school and have parents meet them there.
- 9.5. If, or in the case of an emergency, parents pick up at the arena – there are designated school collection points. Do not arrange alternative collection points within the arena or in the surrounding area. YV is not responsible for any arrangements made outside of our designated areas.
- 9.6. YV is not responsible for the arrangements made by teachers after the concert for parents to meet their children. Any complaints about collection must be brought to the school's attention.

## 10. Unplanned Events

- 10.1. YV reserves the right to alter or vary the programme for the concert or to reschedule or cancel all or part of the concert. YV will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an unplanned event.
- 10.2. An "Unplanned Event" refers to any act or event beyond our reasonable control, including but not limited to:
- Strikes, lock-outs or other industrial action by third parties;
  - 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;
  - Failure of public or private utilities or telecommunications networks.