



Coaching Terms and Conditions

This agreement exists exclusively between us, The Song Foundry, Inc., and you, a member of our community receiving songwriting coaching services from us, either in person or over Skype. If you have any questions about any part of the agreement you are welcome to contact us.

1. Rights and Responsibilities

- i) Coaching takes place on an 'as is' basis, without warranty of any kind. We will offer support and advice to help you develop as a songwriter, but you accept full responsibility for the decisions you make as a result of being coached as well as the consequences of those decisions. We cannot be held liable under any circumstances for choices made of your own volition. You enter into coaching understanding that you are solely responsible for achieving your personal, creative and professional goals.
- ii) From time to time we may suggest alternative sources of information or inspiration (such as websites, books, CDs, DVDs or other materials) that may be of interest or value to you. This does not constitute an endorsement by The Song Foundry of any kind. It is your responsibility to use these resources as you see appropriate. The Song Foundry cannot be held liable for the content of these resources, nor the consequences of you consulting them.
- iii) Personal, emotional and social wellbeing are important to the success of any creative artist. Whenever we offer advice concerning lifestyle or health choices you expressly understand that this does not constitute any form of legal, medical, clinical or psychological service, nor are we licensed to offer such a service.
- iv) For in-person coaching, we take care to use premises that are welcoming, inspiring and safe, but any concern regarding your personal safety or the security of your personal affects should be taken up with the venue directly. The Song Foundry cannot be held liable for any accident or incident to your person or your affects resulting from your use of premises owned and managed by a third party. You are advised to take out personal insurance cover if you intend to bring expensive equipment to any in-person coaching session.
- v) We offer Skype coaching over a fast and reliable Wi-Fi network. You are responsible for providing your own reliable connection. In the event of service interruption we will be able to offer you a rescheduled session only if, at our sole discretion, we deem our network the principal cause of any connectivity problem.
- vi) Coaching is offered in English only. If you are not a native English speaker, you accept responsibility for ensuring your English skills are to a sufficient standard to benefit from coaching.
- vii) Coaching is offered to people of all ages without discrimination as to race, gender, disability, sexuality or any other factor. If you are under 18 or below the legal age of majority in your country or territory, you should ensure you have the permission of your parent or guardian before engaging in coaching with us.
- viii) If you have a special need (such as a disability) we will do everything we can to accommodate you, but please bear in mind we may not be able to offer special services where the cost to you or us would be prohibitive.
- ix) We reserve the right to refuse or terminate coaching services at any time at our sole discretion, without being required to provide any reason.

2. Fees, Scheduling and Cancellation

- i) Coaching is purchased in packages of one, three or six sessions. (One-session packages are treated as Single Sessions by our booking software.) We must receive payment in full before the first session of any package can be used. Packages are non-transferable.

- ii) We will gladly refund any package where none of the sessions have yet been used. **Once the first session of any package has been used we are not able to offer any kind of refund, partial or full.**
- iii) Three- and six-session packages must be used within three and six months respectively of the initial purchase date. Unused sessions will expire after this time.
- iv) From time to time we may offer specific discounts and promotions. These are subject to any stated conditions and/or limitations and we reserve the right to modify or withdraw any such offer at any time.
- v) Sessions are purchased and scheduled at www.thesongfoundry.com/coaching/schedule. By signing up for a session you are making a commitment to honor your selected timeslot. If you need to cancel or reschedule, out of respect to our coaches and our community you should do so as soon as possible.
- vi) **In all cases you must give at least 24 hours' notice to cancel or reschedule a session.** As a result, our scheduling software allows you to cancel or reschedule any session up to 24 hours before the time it is due to begin. After this time the session will be subtracted from your package total whether you are present for it or not.
- vii) In the event we are faced with unforeseen circumstances that affect our ability to deliver services, we will do everything we can to ensure your session goes ahead and will keep you informed of any changes. We reserve the right to alter the details of how our services are offered (such as the venue and particular coach) where we deem it necessary, at short notice and without consulting you.

3. Use of Information

- i) We take the safeguarding of your personal information very seriously. We will never deliberately share this information with any third party without your prior written consent, except where we are required to by law, or where we need to share this information with trusted advisors or affiliates in order to deliver our agreed services.

4. Intellectual Property

- i) You are welcome to take written or typed notes during coaching sessions. If you wish to make any kind of video or audio recording, you must gain prior written permission from your coach. Such permission is granted at his or her sole discretion. If permission is granted, you understand that such recordings are permitted strictly for personal use only, and you agree not to share, publish or otherwise disseminate any part of such recording.
- ii) Any work you create remains your intellectual property. In accordance with International Copyright Law, you understand that if your coach's ideas influence or inspire your work, neither your coach nor The Song Foundry can legitimately make a claim to copyright ownership on material you create. Similarly, you acknowledge that your work or ideas could influence your coach in his or her own work, and unless this work bears such a striking similarity to yours as to constitute plagiarism, you will not have any basis to claim copyright infringement. All of our coaches are kept up to date with Copyright Law and such a breach of intellectual property rights is highly unlikely.
- iii) From time to time you may choose to submit work to us electronically or as a hard copy as part of your coaching. This is your work and we will treat it confidentially. Neither The Song Foundry nor any of its employees will distribute or publish any of this material unless we have prior written permission from you.

5. This Agreement

- i) This agreement is subject to the laws of New York State of The United States of America and both parties submit to the non-exclusive jurisdiction of the courts of New York State.
- ii) This agreement contains all terms and exists independently of and supersedes any statement made by The Song Foundry orally or in writing, on the website in any brochure or elsewhere.
- iii) This is the entire agreement between both parties. Any amendments to this agreement will only come into effect if made in writing and signed by both parties.

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