

This is an Agreement between Timothy Allen Music Ltd (trading as BeVox), a company registered in England and Wales (registration number 7754858, whose registered office is at 15 Church Gate, Brierley, S Yorks S72 9JD, and you, the person that electronically accepts this agreement.

This Agreement includes our General Principles, which outline our overall approach to running the choir, our Terms & Conditions, which include specific rules, and our Health & Safety policy. By signing this agreement, you are agreeing to be bound by all of the above.

## General Principles

### Everyone is welcome

We do not discriminate based on age, disability, gender, race, religion, sexual orientation, singing ability, or any other factor. We expect our members to accept and respect each other for who they are. Any behaviour that makes another member of the choir feel uncomfortable will be addressed when it is brought to our attention. We are proud to support any organisation or movement that stands against prejudice, and welcome scrutiny of our own behaviour in this regard. Our full Diversity & Inclusion policy is available on our website at [www.bevox.co.uk/inclusion](http://www.bevox.co.uk/inclusion).

### We are a community

This means we expect people to treat each other, and us, with respect, as equals, and as they would wish to be treated themselves. We expect a level of friendliness, a welcoming of others, and a supportive atmosphere. BeVox is not a community where cliques or divas are welcome.

### We are not a democracy

We aren't run by committee or by the people with the loudest voices. We listen carefully and considerately to all suggestions and feedback, from anyone within the choir, at any time. We then make a decision on what we will do, which we believe will be in the best interests of the choir as a whole. This gives everyone a voice, but keeps the responsibility for our successes and failures in our own hands.

We don't run BeVox in order to get rich, but we do run it as a business, and everything we do has to make financial sense as well as being for the good of the community as a whole.

### Everyone is different

We are a community and have common standards which we expect everyone to uphold. However, we do also recognise that everyone is different and has different circumstances. Therefore, exceptions to general rules will be made for individual circumstances – providing these exceptions have been agreed with us in advance. We may apply different rules for different people, depending on what we've agreed with them. We believe in treating people fairly, which is not the same as treating them equally - if someone's circumstances warrant them being treated differently from others, we will do so.

### Take responsibility

We believe people achieve their best, and get the most satisfaction, when they are responsible for their own involvement and achievements. So, we won't patronise people by organising every last detail of their BeVox activities for them – we'll provide the necessary information and tools, and let

people sort themselves out. If we're asked to do more, we will – but only if someone takes the initiative and asks!

## Honour your commitments

If you make a commitment to be at an event, or to make a payment, we will make our plans based on those commitments. We appreciate that unexpected and unavoidable events will sometimes occur, and we will always be flexible in these circumstances once you've let us know. We do expect your commitments to us to be a priority for you, and we don't expect people to pull out of their commitments to us for trivial reasons. If you don't feel you can make that level of commitment to an event in the future, wait until the event is close enough that you can before committing. We will always make it very clear whenever any event has a cost associated with it, and we will include a date by which payment must be made. We expect people to honour these commitments, as we will honour the commitments we make to our community.

## Terms and Conditions

When you purchase membership of the choir for a season, you will be invoiced for that season. You can pay the invoice up-front, or make payments in instalments throughout the season. The balance of the invoice must be settled by the due date on the invoice, which is typically the date of the last session in the season.

If you wish to cancel your membership of the choir, you can do so by contacting us. You will still need to pay any remaining fees to settle your invoice. At our sole discretion, we may choose to waive part of any outstanding fees, but this should not be expected.

By purchasing membership, you will gain access to our learning materials (sheet music and learning tracks). These can be accessed by digital download, and also purchased as physical items.

If you order physical items, your order cannot be cancelled or refunded after it has been placed. You will be invoiced for your order, and this invoice must be settled by the due date (usually either the start date of the season, or 7 days from the date of your order, whichever comes later). You must not make copies of any physical items we provide, for any reason - doing so would be a breach of the Copyright, Designs and Patents Act 1988.

If you access our learning materials digitally, you are authorised to make ONE physical copy by printing the sheet music, and/or burning the learning tracks to a CD. If you need to make more than one copy, you must get written permission from us beforehand, and this may incur a fee. You can ask someone else to make your one authorised copy on your behalf, but they must only make the single copy that you are authorised to make. You may not share your digital copies with others.

By signing this agreement, you accept that we will email you regular updates about your choir experience. You can unsubscribe from receiving these emails at any time, by following the "unsubscribe" link within the email. However, if you unsubscribe, you may not find out about events that you might be interested in.

We take your privacy seriously, and will never share your personal information (including your email address) with anyone unless it is necessary to deliver our services to you, or unless compelled to by law. We work with a select number of third parties to deliver some of our services, and we will share

your information with them where necessary to deliver our services (for example, we will share some limited information with our payment provider in order for them to process your payments).

You agree that photographic images and sound and video recordings may be taken of all members of the choir, and used for feedback, promotional and training purposes. You consent to your inclusion in such materials. (This allows us to video sessions and make them available to members who can't attend in person, and to produce marketing material that includes snippets of choir members rehearsing or performing. It also allows us to film concerts and distribute those films, including by selling them).

To the extent permitted by English Law, our total liability to you for each Season is limited to the fees you have paid us for that Season.

## Health and Safety policy

### Introduction

We want to keep everyone who attends any events we run as safe as possible. Our approach is try to identify any risks that might be present, and take whatever measures we can to reduce those risks. No activity is entirely risk-free, so we make our protocols available to everyone so they can make their own decision about whether the measures we have put in place are sufficient.

A lot of this policy was written in response to the Covid-19 pandemic. Toni, the choir's co-director, is a transplant recipient, and as such takes immuno-suppressants which compromise her immune system. She is in the highest category of risk from Covid, so our policies are designed to reduce risk to a level that keeps her as safe as possible - in doing so, we're also keeping the level of risk for everyone in the choir as low as we can.

Below are the rules that form our Health and Safety policy. Each rule is clearly outlined, then followed by an explanation of what we are aiming to achieve with that rule.

**RULE:** If you have symptoms of any condition that may be transmissible, you must not attend any in-person events. If you attend an in-person event whilst displaying symptoms of a transmissible illness, you will be asked to leave. This includes "low-level" transmissible illnesses, such as the common cold.

**REASON:** We don't want people to pass on anything to other people in the choir, whether that is Covid-19 or any other illness. If you have an illness and are unsure whether it is transmissible, get advice from a medical professional, and until you have that advice, err on the side of caution and stay away.

**RULE:** You must be up-to-date with vaccinations and boosters for Covid-19 in order to attend in-person events. If there is a medical reason why you cannot be vaccinated, you must discuss this in advance - we will then collaborate on forming a mutually acceptable plan that will allow you to attend whilst minimising the risk to the rest of the choir. We will make suitable arrangements for anyone who cannot be vaccinated for medical reasons. We will not make any exceptions for people who prefer not to be vaccinated but have no medical reason not to be.

**REASON:** Vaccination doesn't just protect you from transmissible illnesses - it also protects those you come into contact with.

**RULE:** You must provide proof of a negative lateral flow test, taken within 12 hours leading up to the event you are attending. This proof should be in the form of a text message or email received as a result of logging your test with the NHS, or by showing the relevant entry on the NHS app. For more information and assistance, see our website.

**REASON:** You can order lateral flow test kits for free from <https://www.gov.uk/order-coronavirus-rapid-lateral-flow-tests> Although lateral flow tests are not 100% accurate, they are a good way to reduce the risk of someone attending a session whilst infected (even if they aren't experiencing symptoms). We are requiring that people show proof of the negative result, rather than taking this purely on trust. This is not because we believe anyone would purposefully aim to deceive us on this. It is because it is perfectly possible for someone to INTEND to take a test, forget, think "I feel fine, I don't want to miss choir, it won't cause a problem if I go", and attend without testing. This puts everyone, including those most vulnerable, at increased risk, which we want to prevent. We are intending to have a few "spare" lateral flow tests at our in-person events, so if you do happen to turn up without having taken one, or without the proof of having taken one, you will have the option of taking one of our tests (although this will mean you will need to take the test and wait for the result outside the venue). We make no guarantee that we'll have these available, and we can only do this whilst we're able to source them without cost. If lateral flow tests cease to be freely available, we will reassess this element of our policy.

**RULE:** When arriving or leaving an in-person event, and at any times during the event when you are mixing with others, you must wear a correctly-fitted mask. You can remove your mask when you've taken your seat, but should wear it again if you need to leave your seat during the session.

**REASON:** There are two types of droplets emitted when we breathe, talk or sing - microscopic, aerosolised droplets, which hang in the air and are shared around a whole room over time, and small visible droplets, which typically don't travel further than 2m from their point of origin. Masks are reasonably effective at catching these larger droplets when they leave our mouth and nose, and preventing them reaching other people that we are close to. Therefore, when we're mixing with other people and are within 2m of them (especially face-to-face), wearing a mask can reduce the amount of droplets we are transmitting to other people. Standard masks are ineffective at preventing transmission of aerosolised droplets, so there is very little to be gained by wearing them whilst we sing - which is why we aren't asking people to sing in masks.

**RULE:** We will not be laying seating out for in-person weekly sessions. You will be responsible for getting your own chair (and only your own) and positioning it where you feel comfortable, and where the people around you are comfortable too. You are also responsible for putting your chair back where you found it at the end of the session. (If you aren't physically able to do this, you can ask someone else to assist). We will provide guidance on which area of the room is being used by each voice part. Within that area of the room, we ask that people who are comfortable sitting close together sit towards the front, and people who would prefer greater distances sit towards the back. Please don't put chairs out for other people unless they have arrived and asked for your help.

**REASON:** Different people will have different tolerances for the risk involved in sitting closer together, and we want to accommodate those who don't mind being close together, as well as those who would prefer larger distances. We're asking those who'd prefer larger distances to sit towards the back, as this means they have less people behind them, which reduces the risk. Those at the front can sit right next to each other if they accept the slightly increased risk that this poses. We're asking you not to put chairs out for other people for two reasons - firstly, everyone needs to make their own decision about how close they want to sit to someone else, not have them made by someone who has put a chair out for them. Secondly, we have always had a policy against people "saving seats" for each other, as this can make others feel excluded.

**RULE:** Entry to our venues will be permitted from 30 minutes before the session begins, and if you want to arrive during this time and socialise with other singers (whilst masked), you may do so. At the end of the session, all singers must leave the venue promptly. (If you wish to socialise afterwards, you will need to do so outside the room in which the session took place).

**REASON:** We don't want to prevent people from socialising, as it's a really important aspect of being a member of our community. We have increased responsibilities with our venues, and we need the time to pack down at the end of sessions and comply with our venues' rules regarding our booking times.

**RULE:** We will be providing increased ventilation in our venues by having some windows and/or doors open. You may not adjust the ventilation by closing or opening windows and doors. We will be monitoring the CO2 levels in our venues, and aiming to keep the concentration of CO2 below 800ppm, as advised by Public Health England. It is likely that our venues will be colder than usual in the winter months because of this increased ventilation. We recommend dressing warmly in these circumstances. We will only reduce the ventilation in any venue if we can do so without causing the CO2 levels to rise above 800ppm.

**REASON:** Ventilation is the best way to prevent the build-up of aerosolised particles. There is a trade-off between good ventilation and staying warm in the winter, and we'll have to accept colder venues for the sake of reducing the risk of infection. Of course, in warmer weather, the increased ventilation will be very welcome!

**RULE:** We take all reasonable precautions to ensure that the venues we use for our events are safe. Attendance at any of our events is at your own risk, and we take no responsibility for illness, accidents or damage incurred whilst attending our events, unless it can be satisfactorily proved that we have been negligent in our duty of care. Our risk assessments and the measures we take to mitigate those risks are available for inspection by any member of the choir at any time. If you become aware of a risk at one of our events, please report it to us immediately so we can assess the risk and take appropriate action. This includes risks that are caused by the behaviour of other people at the event.

**REASON:** We can't foresee every possible risk that could occur. If one arises that we haven't foreseen, we'd like to know about it so we can decide what to do! We want every member of the choir to know what we are doing to keep them safe, which is why we share our risk assessments, and we also want them to make their own informed decisions about whether they are happy to take part in our events. We will take responsibility for things that are genuinely our fault - our public liability insurance will cover us in that eventuality.

**RULE:** It is the responsibility of everyone taking part in our events to uphold this Health and Safety policy. We will take appropriate action if anyone breaches it, which could include (but is not limited to) asking the person to leave an in-person event, cancelling their bookings for future in-person events, or in extreme cases, cancelling their membership of the choir.

## Acceptance of terms

By purchasing membership of the choir, or by attending a taster session, you are indicating your agreement to our Terms and Conditions, our General Principles, and our Health & Safety Policy. If you have questions on any aspect of these agreements, please speak to us in advance.