**INTRODUCTION**

Liberty Music CIC is a community interest company registered in England, company number: 15967263, based at: Sanctuary Studios Art of Sound, Unit 8a, Fisher’s Industrial Park, Wiggenhall Road, Watford. WD18 0FN.

Liberty Music uses the premises and facilities of Sanctuary Studios Art of Sound to provide people who face barriers to making music with access to professional music services and facilities. Patrons are encouraged to use these resources as a place of learning, practising, performing and socialising.

Membership provides access to additional services, offers, jam nights and events which are not available to the general public, details of which are advertised online at; [www.libertymusic.co.uk](http://www.libertymusic.co.uk)

These rules (the "rules") are in place to ensure acceptable standards of conduct by members and their guests and to govern the administration of applications and memberships of Liberty Music so it may be enjoyed by all members peacefully.

All members and guests must comply with these rules and members shall be responsible for ensuring that their guests are aware of and comply with these rules and will be held responsible for their guest behaviour at all time.

Liberty Music shall appoint a Committee made up of persons selected by Liberty Music to represent and enrich our ethos and to take steps to enforce these rules.

**PART A – MEMBERSHIP AND PAYMENT**

MEMBERS OF LIBERTY MUSIC CIC

1. A member of Liberty Music CIC is any person who has a current membership.
2. All members agree to be bound by these rules and any further rules or regulations communicated to them by Liberty Music from time to time.
3. Membership is non-transferable and non-refundable.
4. The Committee shall be deemed to be such person or persons authorised to the position by Liberty Music CIC.

MEMBERSHIP APPLICATION PROCEDURE

1. Applications for membership are open to all. Persons under the age of 18 require consent of a parent, carer or guardian.
2. Prospective members must submit an online application form or apply in person at reception by completing a membership form.
3. Liberty Music reserves the right to verify member’s identity by requesting to see and copy, a valid driving licence, passport or bio-metric I.D. card.
4. By completing and submitting an application, members agree to be bound by the rules.
5. The decision of the Committee is entirely at the Committee’s discretion and is not subject to appeal by the prospective member and the Committee is not required to give reasons for its decision.
6. If a membership application is successful, the applicant will be notified by confirmation email which will ask them to collect their membership card from reception when they next visit.
7. The successful member’s membership shall commence on the date specified in the confirmation email.
8. Liberty Music CIC may at its absolute discretion override any decision relating to membership including, but not limited to, decisions of the Committee regarding applications.

ENTRY TO MEMBER’S EVENTS

1. Upon arrival, the member will be asked to present their membership card and may be asked to present photo ID to verify their identity.

2. Guests of members are only permitted entrance once the reception staff have confirmed that they are accompanied by a member and have recorded the guests’ details.

3. Liberty Music may at its absolute discretion: (a) refuse entry by any member and/or guest without providing a reason; (b) remove any member and/or guest from the premises without providing a reasons; and (c) suspend or terminate a member’s membership without providing a reason.

EFFECT OF EXPIRY, SUSPENSION OR TERMINATION OF MEMBERSHIP

1. Where an individual’s membership has expired or has been terminated, or during the period of suspension of an individual’s membership, the individual is not entitled to exercise the rights of a member under these Rules.

DISCIPLINARY PROCEDURE

1. Liberty Music reserves the right to immediately terminate an individual’s membership or suspend an individual’s membership for any period if the Committee or Liberty Music determines that a member’s conduct is inappropriate, violent or abusive, or is not in the best interest of Liberty Music, or may harm the reputation of the Liberty Music, its members or staff or is in breach of the Rules.
2. Where Liberty Music has terminated or suspended an individual’s membership: (a) that member is not permitted to return to the premises as a guest after such termination or during such suspension; (b) any refund of the membership fees shall be entirely at the discretion of Liberty Music.
3. Where Liberty Music suspends or terminates an individual’s membership, the individual will be given notice in writing, provided that where suspension or termination is immediate, it may be communicated verbally and written notice shall be provided within a reasonable time.

RENEWALS

1. Membership is for a minimum period of one year and are renewable annually The Committee has complete discretion to decide whether to renew a membership. Membership if approved will be automatically renewed unless suspended or terminated. The Committee’s decision is final.
2. Members must notify Liberty Music before the end of the month in which their membership renews should they wish to cancel or make any changes to their membership.

MEMBERSHIP FEES AND PAYMENT

1. Free membership is offered at the discretion of the Committee and Liberty Music CIC. When free membership is offered no payment or payment details are required.
2. When membership subscription fees apply, members who are resident in the United Kingdom shall be required to complete and maintain a direct debit mandate in favour of Liberty Music. All other members shall be required to ensure that Liberty Music has up to date payment card details at all times.
3. Upon membership approval, membership fees will be charged by the payment details provided.
4. Liberty Music may increase membership fees from time to time which shall be effective for each member from their next renewal date.
5. Where a former member is approved for new membership, the current membership fees shall be payable.
6. The confirmation of a new membership or the renewal of an existing membership will be delayed or cancelled if the payment for membership subscription fees is declined.
7. Where the renewal of an existing membership is prevented by a declined payment, the individual’s membership shall be suspended from the expiry of the paid membership period.

OTHER FEES AND PAYMENTS

1. For all fees and charges other than membership subscriptions, i.e. events, lessons, workshops, etc. Members who are resident in the United Kingdom shall be charged by payment card, payment app or cash.
2. Members are responsible for any purchases and non-membership fees incurred by their guests. If a bill is not paid by a member or their guest, this may result in a termination of membership. This is without prejudice to Liberty Music’s other rights, including without limitation the right to recover any unpaid sums.

**PART B – GENERAL RULES**

PRIVACY

1. Any membership information or other personal information that you or your guests provide or which we collect from you will be processed in accordance with our General Data Protection (GDPR) Policy which is available on request.

PHOTOGRAPHY, VIDEO AND AUDIO RECORDING

1. Photography, video, live-streaming and audio recording is permitted on the premises subject to those being photographed, live streamed or recorded providing consent and/or parental consent to Liberty Music. Consent forms are available at reception.

CONDUCT, SAFETY AND SECURITY

1. Members have a duty of care for taking reasonable precautions to keep themselves and their guests safe while on the premises.
2. Members shall immediately report any accidents or hazards to reception.
3. Members and guests are required to observe the rules, laws and regulations and any signs or other information communicated to them by Liberty Music while on the premises.
4. No excessive intoxication, bad language, violent or abusive behaviour or other inappropriate behaviour is permitted on the premises.

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1. Members should be aware (and must make their guests aware) that the premises uses CCTV for safety and security reasons.
2. Young people and vulnerable adults are protected by our Safeguarding Policies, copies are available on request. Any member or guest who places a young person or vulnerable adult at risk will be subject to these policies which includes reporting incidents and individuals to local authorities and/or enforcement agencies.
3. Liberty Music reserves the right to permanently ban anyone who places others at risk.

DAMAGES

1. Members and their guests shall respect the premises, equipment and instruments that Liberty Music provides at all times and shall not remove or cause any damage to it.
2. For health and safety reasons members and their guests have a duty of care to report damage to the premises, equipment or instruments immediately to reception.
3. Liberty Music accepts that damage may occur due to normal wear and tear and that memebers and their guests are not responsible for covering the cost of damage due to normal wear and tear.
4. Normal wear and tear does not apply in the event of damage to drums and cymbals from using double kick pedals, misuse or from use of damaged/ inappropriate drum sticks. This is considered wilful damage.
5. Normal wear and tear does not apply to damage to equipment and instruments from food or drink spillages. This is considered wilful damage.

1. If a member and/or their guest(s) cause wilful damage or destruction of any kind to any property or another person, the member shall be fully responsible for covering any costs incurred by the damage.

BOOKINGS, EVENTS AND CANCELLATIONS

1. Members can make bookings by phone, in person or via the website.
2. Events enquiries may be made by phone, in person or via the website.
3. Changes or cancellations to an event booking must be made by phone or in person.

4. Once a request for change or cancellation has been received by a member of our team will confirm the cancellatation, any amendments or refunds.

1. Refunds are not available for cancellations less than 24 hours in advance or for a failure to show.
2. We may close all or part of the premises to members and their guests for private events or maintenance work. Where a private event is taking place, members must respect the privacy of the event and attendees and shall not disclose any details of the event or attendees to any third party.

GUESTS

1. Members are permitted to bring up to 3 guests at any one time. Members may submit a request for an extended guest list by contacting Liberty Music at least 48 hours before arrival. Liberty Music has complete discretion to accept or decline such request. All guests must be signed in by the member upon arrival. If a guest arrives before the member, they will be asked to wait in reception.
2. Members are responsible for the actions of their guests during their visit. Guests must leave the premises when the relevant member leaves and guests must not be left unaccompanied by the member under any circumstances.
3. A member is responsible for all bills incurred by them or their guests. In the event a bill is left unsettled, the bill will be charged to the member’s account.
4. A member is responsible for ensuring that their guests comply with the rules. A member will be held responsible for any breaches by their guests and a member’s membership may be suspended or terminated as a result of actions by their guests.

NEIGHBOURS

1. We are located on a working industrial estate and close to residents. We are a respectful community member. Members and their guests leaving the premises must do so quietly and respectfully. Any disturbance may lead to membership suspension or termination.
2. Members must park vehicles safely, respectfully and without causing an obstruction using the parking spaces allocated to Liberty Music by Sanctuary Studios. If no parking spaces are available members must ask reception whether overflow parking is available.

SMOKING

1. No smoking (including e-cigarettes and vapes) is allowed in any indoor area of the premises. Members and their guests are to smoke in the designated outdoor smoking areas only.
2. Members and guests must comply with all applicable laws and regulations regarding smoking.

ILLEGAL SUBSTANCES AND ITEMS

1. No member or guest shall use, ingest, possess, sell or otherwise distribute any illegal substances or other illegal items or attempt or seek to do the same on any premises or in the nearby vicinity or in any context relating to the premises.
2. Items that may be considered to be offensive weapons which are not considered illegal items until they are weaponised, are subjet to the same rules as illegal items.
3. Any member or guest found in breach of the rules regarding illegal substances or items will be asked to leave the premises and the individual’s membership may be terminated.

LOST PROPERTY

1. Any property left on the premises shall be entirely at the member’s own risk; Liberty Music shall not be liable for any loss of or damage and lost property items will be held for no longer than 14 days.

INTELLECTUAL PROPERTY

1. Members and guests shall not use the names, logos, trademarks, get-up, goodwill or other intellectual property of Liberty Music (“Intellectual Property”) without Liberty Music’s prior written permission, and may not create or authorise the creation of any communications, marketing,
2. advertising or promotional materials which use the Intellectual Property without Liberty Music’s prior written permission.

LIABILITY

1. Liberty Music, its staff, volunteers and agents shall not be liable to any member or guest for any loss, damage or injury suffered by them or to their property howsoever caused, other than as a result of Liberty Music’s negligence.
2. The total liability of Liberty Music in contract, tort or any other head of liability shall be limited to the membership fees payable by the member (or in the case of a guest, by the member to who the guest was attached) for the previous two years.
3. Liberty Music shall not be liable for any consequential or indirect loss.
4. Liberty Music shall not be liable for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings.
5. Liberty Music does not exclude or limit in any way any liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation.

GENERAL

1. A member’s membership and their rights under the rules or any agreement with Liberty Music are personal to them and cannot be transferred or assigned to any other party.
2. Liberty Music may transfer its rights and obligations under its agreements with each member to any other party.
3. These rules do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
4. If a court finds that any part of the rules is illegal or unenforceable, the remaining rules shall continue in force.
5. No failure or delay by Liberty Music to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by Liberty Music shall prevent or restrict the further exercise of that or any other right or remedy.

INTERPRETATION AND AMENDMENTS

1. These rules shall be governed in accordance with the laws of England and Wales and the parties to any dispute agree to submit to the exclusive jurisdiction of the courts of England and Wales.
2. In the event of a dispute regarding the interpretation of the rules, the matter shall be referred to Liberty Music whose decision shall be final.
3. Liberty Music may amend the rules from time to time. Where it does so, it shall display the new rules at reception and they will be available on request. Unless clearly stated otherwise, such rules shall supersede and replace the previous rules.

CONTACT

1. If you have any questions about the rules, contact us at info@libertymusic.co.uk.