

## **TERMS AND CONDITIONS**

Welcome to the Florence International Singing Programme (FISP) website ([florenceisp.com](http://florenceisp.com))

The term 'FISP' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website.

### **1. Use of the FISP website**

1.1 By using and/or visiting the FISP website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern FISP's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

1.2 FISP 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. Conditions of Booking**

2.1 Each applicant must fully complete the online application form, or alternative form obtained by email. Completion of the application form commits you to payment of the full course fees and signifies your agreement to these terms and conditions. All course fees include a £60 non-refundable deposit.

2.2 FISP uses photographic images of course participants in publicity and PR material. By submitting an application, you are giving your consent for these images to be used.

2.3 Online payment is through our secure site, and only full fee payments are accepted. Online prices include a £60 non-refundable deposit. Confirmation of acceptance on the course will only be sent once online payment is complete.

2.4 To book at the "Early Bird" discounted rate, the full balance of fees must be received on or before the closing date published in the brochure and on the website (usually early-mid May). Otherwise, the full rate balance of fees must be received on or before the final closing date (usually June), except by special arrangement. Beyond this date, your place cannot be guaranteed unless full payment has been received.

2.5 If you have been accepted on the course and we are advised of your cancellation before the final closing date, we will retain the £60 deposit but return any additional payment made. If you cancel on or after the final closing date, the full total is forfeited unless we can replace you from a waiting list or you can find a suitable substitute, in which cases only the deposit will be retained by us. No refunds can be made after the final closing date. We strongly recommend that you take out insurance to cover cancellation costs.

2.6 If we cannot initially accept you for the course, we will put your name on a waiting list and hold your payment. If a place becomes available, we will notify you, and condition 2.5 (above) will take effect. If you have been put on the waiting list you may withdraw at any time and your full payment will be returned, either at the time of cancellation or soon after the course, as you prefer. Please tell us if you decide to withdraw from the waiting list.

2.7 Neither FISP nor the venue can be held liable for loss of or damage to your personal property. You are advised to insure your own instruments and valuables.

2.8 FISP reserves the right to vary without notice the tutors, performers, course details and programmes.

### **3. Linking**

3.1 [florenceisp.com](http://florenceisp.com) may have links to other websites. FISP is not responsible for the contents, nor does it warrant the accuracy or reliability of any linked website. FISP, to the extent permissible by law, excludes all liability which may arise from your use or reliance on the information contained in a linked site.

### **4. Copyright**

4.1 The copyright in the contents of this website is owned by FISP or its licensors. The text and images contained in this website belong to FISP and are protected by copyright and other intellectual property rights. You can print or download any part of these text and images for personal use only and any copies must retain the copyright or other intellectual property notices contained in the original material. Any other use could lead to action or breach of copyright. No part of this site may be reproduced by any process without written permission from FISP.

### **5. Visitor Provided Material**

5.1 Any material that a visitor to this website sends or posts to the FISP website or email shall be considered non-proprietary and non-confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information, the use of which is covered under our Privacy Policy.

5.2 When using this website you shall not post or send to or from this website any material:

- for which you have not obtained all necessary consents;
- that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;
- which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach these terms.

### **6. Data protection**

6.1 FISP is committed to protecting your privacy. See Privacy Policy.

### **7. Disclaimer**

7.1 FISP has tried to ensure that the contents and information it provides on this website is accurate at the time of posting. Unfortunately, it cannot guarantee the accuracy of content or information contained in its pages and any person using the information contained in them does so entirely at their own risk.

7.2 When using the site, you may gain access to other websites through use of links or hypertext. You agree that FISP is not responsible for the content or operation of such third- party websites and that FISP shall have no liability to you or any other person or entity for the use of such third party websites.

7.3 FISP disclaims all liability to you arising out of your use of the service.

## **8. Virus protection**

8.1 Although care is taken to check and test material at all stages of production, FISP 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.

## **9. Governing law**

9.1 These terms and conditions of use and your use of the services shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in connection with all matters relating to these terms and conditions of use.