



## **danceSing Care Subscription Terms and Conditions**

### **1. These terms**

**1.1 What these terms cover.** These are the terms and conditions of your subscription (the **Subscription**) to danceSing Care (our subscription product known as **danceSing Care**) on which we supply digital content to you.

**1.2 Why you should read them.** Please read these terms carefully before you join. These terms tell you who we are, how we will provide digital content to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**1.3 By subscribing to danceSing Care you accept these terms and conditions** and that you agree to comply with them. If you do not agree to these terms and conditions, you should not agree to subscribe to danceSing Care. We recommend that you print a copy of these terms and conditions for future reference.

### **2. Information about us and how to contact us**

**2.1 Who we are.** We are Dance-Sing Limited a company registered in Scotland. Our company registration number is SC532305 and our registered office is at 6 Redheughs Rigg, Edinburgh, Scotland, EH12 9DQ.

**2.2 Our danceSing Care Subscription.** This gives you access to our danceSing Care audio and/or video content; that content is referred to in these Subscription terms as the **digital content**.

**2.3 How to contact us.** You can contact us by writing to us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk) or 6 Redheughs Rigg, Edinburgh, Scotland, EH12 9DQ.

**2.4 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

**2.5 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

**3.1 Applying for a danceSing Care Subscription.** You can apply for a Subscription on our website or by writing to us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk). A standard danceSing Care Subscription period is monthly and is payable in advance. Longer Subscription periods are available and further details



can be obtained by writing to us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk). All danceSing Care Subscriptions must be paid in full in advance.

**3.2 How we will accept your Subscription.** Our acceptance of your Subscription will take place when we email you to accept it, at which point a contract will come into existence between you and us, and your Subscription period will start on a pre-agreed date, subject to your first Subscription payment being made in full.

**3.3 If we cannot accept your Subscription.** If we are unable to accept your Subscription we will inform you of this in writing. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, or because we have identified an error in the price or description given to you.

**3.4 Rolling Subscription.** Your Subscription will be renewed at the end of each Subscription period unless you have cancelled your Subscription (see clause 9) before the end of that Subscription period.

#### **4. Our rights to make changes**

**4.1 Minor changes to the digital content.** We may change the digital content:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not greatly affect your use of the digital content.

**4.2 More significant changes to the digital content and these terms.** In addition, we may make larger changes to these terms or the digital content, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any digital content paid for but not received.

**4.3 Updates to digital content.** We may update the digital content, provided that the digital content always matches the description of it that we provided to you before you bought it.

#### **5. What is a danceSing Care Subscription?**

**5.1 A standard danceSing Care Subscription gives access to certain digital content.**

The digital content will include from time to time our standard scheduled content as set out on our website;

- (a) The digital content is made available to pre-paid Subscribers:

- (i) for the duration of their Subscription period, and
- (ii) for the subscriber's sole right to view the digital content in a private setting.

**5.2 Your access to the digital content.** To be able to access the digital content you will need to ensure that (i) your device (phone, tablet, computer etc) and (ii) internet connection both meet our minimum specification from time to time. You can find that current minimum specification in our **Technical Specification Document**.

**5.3 A danceSing Care Subscription is limited to use in the geographically specific care facility (the Care Home) that was named when subscribing to danceSing Care.** You may not share with, or provide access to the digital content to, anyone else including other place or person or facility, whether for money, for anything else or for free.

**5.4 Each standard danceSing Care Subscription includes one login.** Additional logins can be purchased for an additional fee. Please email [info@dancesingcare.uk](mailto:info@dancesingcare.uk) for further information regarding the costs of additional logins. All logins, including initial and additional, are for use by staff and residents of the named Care Home only and within confines/premises of the named Care Home only. All logins and linked passwords should be treated as confidential and must not be disclosed to, or shared with, any third party including, but not limited to, staff members and residents of other care facilities (even if they are owned or run by the same person). We have the right to disable any logins and/or passwords, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with this clause.

**5.5 Ownership of intellectual property.** All intellectual property rights in the digital content belong to us (or our licensors) and you have no intellectual property rights in, or to, the digital content other than the right to use it in accordance with these terms.

## **6. Health and Wellbeing**

**6.1 The danceSing Care programme involves physical exercise.** You must ensure that all participants work at a level that is appropriate to their health and ability. Take breaks when needed and keep them hydrated, ensure they have space to workout, clear of any objects, loose floor coverings, pets, children, other people, or equipment not currently in use.

**6.2 Physical Condition.** If you have any concerns that participants physical condition may prevent them from safely performing an exercise programme consult their doctor or physician before they take part in danceSing Care sessions to assess their physical suitability. Follow all safety instructions before and during this or any fitness plan.

- 6.3 If participants experience pain, discomfort, dizziness or nausea.** If at any time a participant feels pain, discomfort, dizziness or nausea, you should ensure they slow down and stop exercising slowly. Then consult your medical provider.
- 6.4 If you, or any participants, are pregnant or have underlying medical conditions.** If you, or any participants, are pregnant or have any underlying or special medical conditions you must first consult a doctor or physician to seek medical advice and confirm you/they understand the risks, contraindications, and complications of using this programme. Failure to do so could result in significant injury to you and others (including, if applicable, your/their unborn child).
- 6.5 Accepting this statement.** By subscribing, you acknowledge you have read, understand and agree with this statement.
- 7. Providing the digital content**
- 7.1 When we will provide the digital content.** We will supply the digital content to you until your Subscription expires or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- 7.2 We are not responsible for delays outside our control.** If our supply of the digital content is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any digital content you have paid for but not received.
- 7.3 We are not responsible for you being unable to access the digital content.** If your access to the digital content is prevented by (i) your device or internet connection not meeting our minimum specification and/or (ii) an event outside our control will not be liable for any inability to access the digital content.
- 7.4 Reasons we may suspend the supply of digital content to you.** We may have to suspend the supply of digital content to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the digital content to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the digital content as requested by you or notified by us to you (see clause 4).

**7.5 Your rights if we suspend the supply of digital content.** We will contact you in advance to tell you we will be suspending supply of the digital content, unless the problem is urgent or an emergency. If we have to suspend the digital content for longer than 72 hours in any 168 hours, we will adjust the price so that you do not pay for digital content while they are suspended. You may contact us to end the contract for digital content if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 72 hours in any 168 hours and we will refund any sums you have paid in advance for the digital content in respect of the period after you end the contract.

**7.6 We may also suspend supply of the digital content if you do not pay.** If you do not pay us for the digital content when you are supposed to (see clause 12.4), we may suspend supply of the digital content until you have paid us the outstanding amounts. We will not charge you for the digital content during the period for which they are suspended.

## **8. Your rights to end the contract**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with it, how we are performing and when you decide to end the contract.

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any digital content which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the digital content or these terms which you do not agree to (see clause 4.2);
- (b) we have told you about an error in the price or description of the digital content and you do not wish to proceed;
- (c) we have suspended supply of the digital content for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 334 hours (two weeks); or
- (d) you have a legal right to end the contract because of something we have done wrong.

**8.3 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault, you can still end the contract before it is completed, but you will have to pay us for the remainder of the current Subscription period. Your Subscription (and your access to the digital content) will continue until the end of the Subscription period; you will not receive a refund if you cancel under this clause 8.3.

## 9. **How to end the contract with us**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Email.** Email us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk). Please provide your name, care home name and address, your phone number and email address.
- (b) **By post.** Simply write to us at 6 Redheughs Rigg, Edinburgh, Scotland, EH12 9DQ, advising of your desire to cancel your Subscription, including your name, care home name and address, your phone number and email address.

**9.2 How we will refund you.** If we are due to refund you we will make that refund by the method you used for payment.

## 10. **Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract for digital content at any time by writing to you if:

- (a) you do not make any payment to us when it is due; and
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the digital content.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause [10.1](#) we will refund any money you have paid in advance for digital content we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

**10.3 We may withdraw digital content from you or more broadly.** We may write to you to let you know that we are going to stop providing you digital content. We will let you know at least 14 days in advance of our stopping the supply of the digital content and will refund any sums you have paid in advance for digital content which will not be provided.

## 11. **If there is a problem with the digital content**

**11.1 How to tell us about problems.** If you have any questions or complaints about the digital content, please contact us. You can write to us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk) or 6 Redheughs Rigg, Edinburgh, Scotland, EH12 9DQ.

## 12. Price and payment

- 12.1 Where to find the price for the digital content.** The price of your Subscription (which includes VAT) will be the price agreed in writing with you when you joined. We take all reasonable care to ensure that the price of the digital content advised to you is correct. However please see clause **12.3** for what happens if we discover an error in the price of the digital content.
- 12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Subscription date and the date we supply the digital content, we will adjust the rate of VAT that you pay, unless you have already paid for the digital content in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Subscriptions we sell may be incorrectly priced. We will normally check prices before accepting your Subscription, so that, where the digital content's correct price at your Subscription date is less than our stated price at your Subscription date, we will try to charge the lower amount. If the digital content's correct price at your Subscription date is higher than the price stated to you, we will contact you for your instructions before we accept your Subscription.
- 12.4 When you must pay and how you must pay.** Our preferred payment method is by monthly Direct Debit, payable in advance. By exception we will accept other payment methods. Please write to us at [info@dancesingcare.uk](mailto:info@dancesingcare.uk) if you wish to discuss alternative payment methods. For **digital content**, you must pay for the digital content in advance.
- 12.5 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.

## 13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1** We have obtained insurance cover in respect of our own legal liability. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.
- 13.2** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 13.3** Subject to clause 13.2, we will not be liable to you, whether in contract, tort/delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect or consequential loss.
- 13.4** Subject to clause 13.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 200% of the annual Subscription fee.
- 13.5** The terms implied by the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6** Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.7** This clause 13 will survive termination of the Contract.
- 14. How we may use personal information**
- 14.1** **How we may use your personal information.** We will only use personal information as set out in our privacy policy (<https://www.dancesingcare.uk/privacy-policy>).
- 15. **Other important terms****
- 15.1** **You must comply with local laws.** Our website and our Subscription program is primarily offered for the benefit of Care Homes in the UK. You must ensure you comply with the law in your location. You must not use your Subscription, or the digital content, in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms.

- 15.2 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.3 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.4 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Scottish law and you can bring legal proceedings in respect of the digital content in the Scottish courts. If you live in England and Wales you can bring legal proceedings in respect of the digital content in either the English or the Scottish courts. If you live in Northern Ireland you can bring legal proceedings in respect of the digital content in either the Northern Irish or the Scottish courts.
- 15.5 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. We have chosen not to adopt an ADR process.