

WELCOME TO THE BLUES ROOM

TERMS & CONDITIONS

The Blues Room has been designed to break down geographical barriers, bring blues dance classes to anyone who wants them worldwide, and help you level up your dance skills.

We know you'd rather be dancing than reading this, but the following information is important so we ask you to read it carefully. This agreement has been put together for your own protection as well as ours.

Here we go...

1. THE AGREEMENT

The following are the terms and conditions (the "Agreement") for the use of The Blues Room website (referred to in this Agreement as the "Website"), services, and all related material (collectively referred to as "Services"). Every time you visit the Website, whether as a visitor (you are simply browsing the site) or a member (you have a registered account), you are accepting this Agreement.

If you do not accept the Agreement, you should leave the Website and stop using the Services immediately.

As The Blues Room develops and grows we may make changes to the Agreement. Any changes will be effective upon posting on the Website, therefore it is important that you return to this page and review this Agreement regularly.

This Agreement was last modified on 25 June 2020.

2. WHO WE ARE

The Blues Room is owned by Suitcase Blues Ltd.

Company name: Suitcase Blues Ltd

Company number: 11467768

Registered in England & Wales

Registered office address: 23 Greatness Road, Kent, TN14 5BY

Contact: hello@thebluesroom.com

3. A GLOBAL ONLINE BUSINESS

Any agreement between us will be governed by the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the English Courts. Any communication will be in English.

We recognise that, even though the company is British, you may not be! Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content, and you agree to comply with all applicable laws regarding the transmission of technical data exported from England or your country of residence.

4. MEMBERSHIP

If you wish to become a Member (which we hope you do!), communicate with other Members and make use of the Services, you must accept this Agreement when you register.

4.1. No sharing

We hope that, out of respect for the huge amount of work we have put into creating the Website, you would not do this. But to be sure – Members are not permitted to share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be viewed by us as fraudulent use of the Website, which will result in the immediate cancellation of membership without refund.

When becoming a Member please take all actions possible to protect your username and password from fraudulent use.

4.2. Free Trial

We offer a free 14 day free trial so you can try the Website and see if it's for you. No credit card details are required for this free membership, but you will be required to set up an account. During the free trial you will have access to 5 courses. At the end of the 14 days you will have the option to upgrade to become a paying member, and have full access to the whole school.

4.3. Billing

"Rolling" Memberships are billed monthly.

"1 Year" and "Premium" Memberships are billed annually.

All memberships are renewed automatically until cancelled. You will receive a reminder email telling you that your membership is about to renew. Membership must be canceled prior to the renewal date in order to end membership charges.

4.4. Cancellation or Upgrade of a Membership

Members can cancel or upgrade their membership at any time by changing their membership settings in their account area of the Website. It is the responsibility of the Member to cancel or upgrade their membership. If a Member terminates their account before the expiration date of the membership a refund will not be made for the remainder of the membership period.

4.5. Termination of Membership

You agree that Suitcase Blues may at any time and for any reason terminate, restrict or suspend your access to Services on the Website, with or without prior notice, and without liability. If membership is terminated due to a violation of this Agreement, the Member will not be reimbursed for the remainder of their membership period.

5. PAYMENT

All payments on the Website go through Stripe, a secure online payment platform.

Once your payment has been processed, we will acknowledge that your membership is active by sending an e-mail to the e-mail address you provide in your registration form.

We accept payment by most major credit or debit cards. Payment will be debited from your account once you complete your registration. You have a 14 day period in which to request your money back if you are not happy with the Services provided.

6. PRICING

We have taken great care to evaluate the cost of our memberships and offer you value for money. We have compared the price of our service to other online dance schools, blues dance festivals, local classes and private lessons, and feel that we are offering a fair price. Prices may change over time. All prices include taxes and VAT where appropriate so there won't be any hidden costs when it comes to making your purchase.

We will offer promotions and offers throughout the year as we see fit. All promotions are subject to availability and valid for a temporary period, to be stated with each offer. We reserve the right to withdraw our offers without notice.

7. COPYRIGHT

The content of all the classes and videos on the Website are for your personal use only. The content of all the classes and videos on the Website, plus all designs, text, graphics and their selection and arrangement on this website are the copyright of Suitcase Blues Ltd. The content of the Website may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purposes whatsoever without prior, written consent from Suitcase Blues Ltd. If you wish to use any of the materials from this Website for any purpose other than your own personal use you must contact us at hello@thebluesroom.com. We're very nice, so just ask!

8. HEALTH DISCLAIMER

It has been said that a side effect of using The Blues Room website is an addiction to blues dance classes, however Suitcase Blues Ltd. cannot not take responsibility for this. By using the Website you represent that you understand that dancing is an aerobic and physical activity and as such carries the risk of injury (both physical and mental); participation in any of the Services offered on the Website is at your own risk. It is your

responsibility to judge your physical and mental capabilities, and select the appropriate level of classes for your skill and abilities (both physical and mental), and not exceed your limits. You are not required to follow all instructions, suggestions and comments made by instructors during the dance classes; all movements you make while watching class videos on the Website are made of your own free choice and discretion.

Suitcase Blues Ltd is not a medical organisation and the instructors cannot give you any medical advice. Nothing contained in this Website should be construed as any form of medical advice or diagnosis.

You expressly waive and release any claim that you may have at any time for injury of any kind against Suitcase Blues Ltd., or any person or entity involved with Suitcase Blues Ltd.

We care about your well being – please take care of yourself and look out for anyone you are practicing with.

9. YOUR INFORMATION & PERSONAL DATA

9.1. Data Protection Act

The [Data Protection Act 2018](#) controls how your personal information is used by organisations, businesses or the government. The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

In line with this Act we must make sure your information is:

- used fairly, lawfully and transparently
- used for specified, explicit purposes
- used in a way that is adequate, relevant and limited to only what is necessary
- accurate and, where necessary, kept up to date
- kept for no longer than is necessary
- handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage

Your rights:

Under the Data Protection Act 2018, you have the right to find out what information we store about you. These include the right to:

- be informed about how your data is being used

- access personal data
- have incorrect data updated
- have data deleted
- stop or restrict the processing of your data
- data portability (allowing you to get and reuse your data for different services)
- object to how your data is processed in certain circumstances

9.2. How We Collect Information

We will collect information from you if:

- 1) you register for a Membership on the Website: this will include your full name, email address and payment details.
- 2) you register for a free trial, free course or class, sign up for a special offer or attend a live online event: this will include your full name and email address.
- 3) you join our mailing list: this will include your email address.

By giving us your information in one of these 3 ways you are expressly agreeing to having your email address added to our mailing list. Our mailing list is stored on Mailchimp, a third party marketing platform.

We will also collect information from you if you: complete any online forms or surveys; participate in any other interactive areas that appear on our website or which we offer to you from time to time; or browse our website. The information gathered will include information about your website visit or use of our products or services using cookies or similar technologies.

9.3: How we store your data

Your data is securely stored on the following platforms:

- Memberpress – the platform used to create memberships. [Read about how they store your data.](#)
- BuddyBoss – the platform used for The Chat Room student forum. [Read their privacy policy.](#)
- Easy Appointments – the platform used for Premium Members to make appointments for feedback. [Read their privacy policy.](#)
- Mailchimp – the platform we use for our newsletter. [Read their privacy policy.](#)

9.4: What we use your information for

We will use your personal information to provide any information on services that you have requested or bought. We may also contact you for feedback on your use of our Services or our Website. We may use your personal data for internal purposes such as auditing, data analysis, and research to improve our services, website, and customer communications. We may also use your information to send important notices, such as communications about purchases and changes to our terms, conditions and policies. Because this information is important and sometimes critical, you may not opt out of receiving these communications.

9.5: Marketing

From time to time, we may use your information to contact you with details about our services which we feel may be of interest to you. You have the right at any time to stop us from contacting you for marketing purposes. If you wish not to be contacted by us, you can send us an email with your request to hello@thebluesroom.com or unsubscribe following a link in the email sent to you.

9.1. Data Protection Act

We may share your information with third parties which supply services to us or which process information on our behalf (for example, payment providers and website hosts where relevant). These third parties may have incidental access to your information, but we will ensure that they keep your information secure and do not use it for their own purposes.

We may pass collective information about the use of our website or our products or services to third parties but this will not include information that can be used to identify you. We will disclose your information if we are required to by law. We may disclose your information to enforcement authorities if they ask us to, or to a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

10. COOKIES & TRAFFIC DATA

Cookies, sadly, are not tasty biscuit treats. They are small text files which are transferred from our website and stored on your computer's hard drive. They are widely used in order to help websites work more efficiently, as well as to provide general usage information to the owners of the site.

We use cookies and similar software known as web beacons or pixels to count users who have visited our website after clicking through from one of our advertisements on another website or in emails and to collect details of any services purchased. These web beacons collect limited information which does not identify particular individuals. It is not possible to refuse the use of web beacons. However, because they are used in conjunction with cookies, you can effectively disable them by setting your browser to restrict or block cookies.

We keep a record of traffic data which is logged automatically by our server, such as your Internet Protocol (IP) address. We also collect some site, product and service statistics such as access rates, page hits and page views. We are not able to identify any individual from traffic data or site statistics.

How to disable cookies:

Most web browsers allow some control to restrict or block cookies if you wish, however if you disable cookies you may find this affects your ability to use certain parts of our Website or Services. For more information about cookies and instructions on how to adjust your browser settings, see the [Internet Advertising Bureau website](#).

The following cookies are necessary for our website to function and cannot be switched off in our systems:

- wordpress_test_cookie
- wordpress_logged_in_
- wordpress_sec

We also use third party cookies in order to improve our your user experience

- Google Analytics
- Mailchimp
- Facebook

11. PROHIBITED CONTENT

Our Website includes a Forum and messaging platform for members. Please do not abuse this platform.

You agree not to use this Service, or any other part of the Website, to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (collectively referred to as “Content”) that: is patently

offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, pornography, sexually explicit material or offensive subject matter; provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own; promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); promotes any criminal activity or enterprise, or provides instructional information about illegal activities; provides or creates computer viruses; solicits passwords or personal identifying information from other Members; involves commercial activities and/or sales without Suitcase Blues Limited's prior written consent, such as festivals, workshops, competitions and other advertising; includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; denigrates, ridicules, or demeans another person; or contains a virus or other harmful component.

You, not Suitcase Blues Ltd., are entirely responsible for any Content that you create or post on the Website.

Suitcase Blues Ltd. reserves the right to pre-screen, edit, refuse, or remove any Content, or portion of content, created by Members that violates this Agreement, or for any other reason.

If you become aware of misuse of the Service by any person, please contact us at hello@thebluesroom.com

You made it! Congratulations! Thank you for reading