

General Terms and Conditions of Global Music School / Global Music Academy GmbH
- Lesson contracts Bharatanatyam -

07/2021

1. Scope

These General Terms and Conditions apply to the contractual relationship between the Global Music School, legal owner: Global Music Academy GmbH, Wildenbruchstr. 80, 12045 Berlin, hereinafter referred to as GMS, and the participant of the lessons or his/her legal representative, hereinafter referred to as participant.

2. Lesson times

Classes are held continuously throughout the year at published times and - unless otherwise agreed - at weekly intervals. Exceptions to this rule are the breaks/holidays (summer, fall, winter, spring), which are specifically set for the dance area and which are in principle free of lessons, but during which the obligation to pay the course fee remains. Deviating from this regulation, the module group courses and special courses take place on fixed dates.

3. Place of lessons and time changes

3.1. Classes are generally held in the rooms of the GMS: Wildenbruchstr. 80, 12045 Berlin. The GMS reserves the right to move the lessons to other public premises if necessary.

3.2. The GMS also reserves the right to modify the exact course times. This is primarily for reasons of enrollment, minimum group size or content, level-specific structuring. If the participant is unable to attend the selected course(s) due to a change in time, the participant must notify the instructor and the GMS administration in writing immediately after the announcement of the change in time (at least 24 hours before the next class date). If no solutions can be found by mutual agreement, it is only possible to withdraw from the contract or to adjust the contract if the participant informs GMS in due time and never retroactively for lessons taken.

4. Lateness or cancellation of the participant

4.1 The participant is obliged to be on time for the lesson. If the participant is late, the instructor is entitled to cancel the lesson without substitution after a 15-minute waiting period.

4.2 The participant is also obliged to notify the instructor of the cancellation of a lesson as soon as possible, but no later than 24 hours before the agreed lesson date. If the cancellation is not made in due time, the instructor is entitled to cancel the lesson without substitution.

5. Missed lessons

5.1 Missed classes on the part of the participant will not be reimbursed. There is no entitlement to compensation for missed lessons; it is at the discretion of the lecturer to offer alternative dates. In case of longer illness of the participant, i.e. three weeks or longer, the contract can be paused if a medical certificate is submitted in time. During this time, no course fees will be charged. The contract period will be extended by the time of the contract break after the resumption of the lessons.

5.2 In case of cancellation of lessons by the instructor due to illness or other hindrance (tour etc.), the lessons not given will be made up. Lessons that have been cancelled will be made up within two months, depending on the time and space available and in consultation with the participant. If the instructor is unable to offer a suitable replacement date due to a longer absence, the GMS will determine an equivalent replacement with another instructor. If no equivalent substitute can be found, course fees already paid for cancelled lessons will be refunded to the participant.

6. Make-up lessons

There is no right to make up lessons for missed lessons that are not caused by the GMS/instructor. Nevertheless, the GMS/instructor offers, without justification of a legal claim, that missed lessons may be made up under the following conditions:

- Only dates in open courses may be made up. It is not possible to make up dates in thematic courses or special courses.
- A maximum of 3 dates per quarter per booked course may be made up.
- The make-up lessons must be taken in the same quarter if possible, at the latest in the following quarter.
- In addition, make-up lessons can only be taken if you have booked at least one course in the quarter in which you want to make up.
- Make-up lessons can only be taken after prior consultation with the lecturer and only in the courses

defined by the lecturer for this purpose. As a general rule, it is never possible to make up lessons in a course at a higher level.

- In case of not taking the recommended lessons, the possibility of catching up expires.
- The possibility of making up lessons is not an invitation to regular absence, as progress is then no longer guaranteed in terms of content.

7. Course classifications

The decision to participate in a particular course lies finally with the course instructor. Due to content-related, level-specific and group-internal reasons, she/he may transfer a participant to another course, based on the participant's abilities in any given course. Since the dance classes are physically intensive, the course instructor makes re-assignments or recommendations for other suitable courses, after assessing not just former knowledge but also the physical condition of the participant. These recommendations, based on evaluation criteria and in the participants own interest, are binding. Please note that certain courses also have special admission requirements such as a dance audition. After such a transfer to another course, the participant will be given the opportunity to withdraw from the course within one week, provided this wish is communicated in writing to the GMS office.

8. 10 lesson cards

A 10 lesson card for group lessons is only valid for specific, previously agreed group courses. The 10 lesson card is not transferable to other participant and cannot be transferred to another instructor's lessons. 10 lesson cards can only be purchased for open courses (level-specific), but not for thematic courses and special courses.

9. Notification obligation in the event of changes to personal data relevant to the contract

The participant is obliged to inform the school immediately of any change of name, postal address, telephone number, e-mail address and bank details.

10. Liability

The GMS is not liable for any damage or loss of objects or valuables belonging to the participant. No liability is accepted for damage during the lessons or on the way to and from the lessons. The participant himself or, in the case of minors, his legal guardians are liable for damage caused by the participant himself or the accompanying person to equipment, instruments and other teaching material or property belonging to other persons.

11. Termination without notice of the contract

In the event of gross breaches of the contract or recurrent breaches of the house rules of GMS, or in the event of behaviour which impairs or repeatedly disrupts the regular operation of the GMS or violates the personal rights of teachers, participants or visitors to the GMS, the GMS is entitled to terminate the contract without notice.

12. Data privacy

The GMS processes personal data in accordance with the German General Data Protection Regulation (DSGVO) and in compliance with the Federal Data Protection Act (BDSG). Detailed information on data protection can be found in the Data Privacy Declaration.