

**General Terms and Conditions of Global Music Academy GmbH  
- Bharatha-to-Bartenieff Dance and Movement Studies programme -**

07/2021

### **1. Scope**

These General Terms and Conditions apply to the contractual relationship between the Global Music Academy GmbH, Wildenbruchstr. 80, 12045 Berlin, hereinafter referred to as GMA, and the participant of the Bharatha-to-Bartenieff Dance and Movement Studies programme, 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 global dance professional area and which are in principle free of lessons.

### **3. Place of lessons and time changes**

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

3.2. The GMA 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 and time zones of the participants. 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 GMA administration in writing immediately after the announcement of the change in time (at least 24 hours before the next class date).

### **4. Payment of tuition fees**

The tuition fee must be paid in full by the registration deadline (receipt of money). In the case of payment by semester, the semester amount must always be paid at least 1 month before the start of the semester (receipt of money). In the event of a late or incomplete payment, no place can be guaranteed for the booked course(s)/module(s), even if all other contractual matters have been completed on time. Any bank charges due to bank transfers from abroad are to be paid in full by the participant. If a module cannot take place due to a shortfall in the minimum number of participants, Global Music Academy GmbH will refund the participant the full course fee minus an administrative fee of 30€ no later than two weeks after the scheduled start of this module.

### **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. The participant is required to catch up on the missed content on her/his own.

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 GMA 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 GMA/instructor.

### **7. 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.

### **8. Liability**

The GMA 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.

### **9. Termination without notice of the contract**

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

### **10. Data privacy**

The GMA 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.