

## Participants Contract

Contract No.: \_\_\_\_\_

02/2022

between

and

Ms./Mrs.  / Mr.  / not specified 

Global Music Academy GmbH  
- Global Music School -  
Wildenbruchstr. 80  
12045 Berlin  
Tel. 030-983 643 51  
Fax. 030-983 643 53  
info@global-music-school.net  
www.global-music-school.net

first name: \_\_\_\_\_

family name: \_\_\_\_\_

date of birth: \_\_\_\_\_

parent / legal guardian: \_\_\_\_\_

street, number: \_\_\_\_\_

zip; city \_\_\_\_\_

phone: \_\_\_\_\_

email: \_\_\_\_\_

hereafter: GMS

hereafter: Participant

the following music education contract has been agreed upon.

### 1. Subject matter of the contract and scope of services

The GMS is a provider of professionally qualified offers in the field of music-cultural education. By signing the contract, the participant accepts the following offer of the GMS for the contractually agreed fee.

Teacher: \_\_\_\_\_

#### a) Individual Lessons

Instrumental/Vocal: \_\_\_\_\_

Time unit per week: 30 min.  45 min.  60 min.  90 min. 

#### b) Group Lessons

Instrumental/Vocal: \_\_\_\_\_

Time unit per week: 30 min.  45 min.  60 min.  90 min. 120 min.  150 min.  180 min. Course category Group 2-6 Pers.  Group from 7 Pers. on 

The monthly participant's fee might change due to the number of participants. If the sum will rise in proportion to the sum mentioned in this contract, the participant gets a extraordinary right to cancel the contract to the month of changement.

## 2. Duration of the contract

The beginning of the contract is \_\_\_\_\_ (dd/mm/yyyy). The contract has a duration of:

3 months (minimum contract duration)           6 months           12 months           \_\_ months

The contract may be terminated by either party at the end of the contract without giving reasons and in compliance with the applicable period of notice. Cancellation must be made in writing. The notice period is 30 days before the end of the contract. The deadline is the receipt of the notice of termination. If no written notice is given in due time, the contract is automatically extended by (further) 6 months.

The participant is aware that no lessons take place during the public holidays and school holidays of the State of Berlin and that the obligation to pay the participation fee will continue to apply during this period.

## 3. Fees

An administrative fee of 29,00 Euro is due on first signing of the contract. The fee is to be paid in cash or debited together with the first monthly instalment.

A participation fee of \_\_\_\_\_, \_\_\_ Euro per month is charged in the same monthly installments for ongoing courses or lessons.

The monthly installments are due on the 5th of each month and are debited *in advance* by SEPA direct debit on the due date. If the 5th of a month is not a bank working day, the due date shall be the nearest bank working day.

Should it not be possible to debit the participation or administration fees, e.g. due to lack of funds in the account or due to a chargeback, the participant shall bear the bank charges incurred. If the participant is in arrears with two monthly payments, the GMS is entitled to suspend the lessons immediately until payment has been made. The GMS has the right to demand outstanding amounts by legal action and to terminate the contract extraordinarily if the participant is more than 35 days in arrears with the payment of the fees. Payments must be made to the following account:

Owner: Global Music Academy GmbH          IBAN: DE33 1005 0000 0190 4266 59  
Bank: Berliner Sparkasse                      BIC: BELADEBEXX

## 4. Data processing: Newsletter, Photo/Audio/Video

### Collection and processing of data

Please note that in terms of article 13 GDPR and article 15 GDPR, your personal data will be saved to enable the processing of your request, to prepare a the contract resulting from this request and to fulfill the contract which may arise from this request. Your personal data will be saved in a web-based administration-software. We made a so called 'commissioned-processing contract' based on the GDPR with the provider. The provider is committed to abide by the privacy protection referred to the GDPR. Your data will be saved on a server in Germany.

### Data storage to enable a potential course registration in the future

- Yes, I grant my consent, that my personal data may be saved in beyond the legal period of safekeeping, in order to avoid the payment of the administration fee for a future course registration. I can cancel this agreement at any point in the future.

### Newsletter

- Yes, I would like to receive the newsletter. The monthly newsletter serves to keep you informed about new courses, new teachers, new developments, as well as internal and external events hosted by the GMS, its teachers and its partners.

To send the newsletter, we use the mail service provider 'Mailchimp' from the United States. The provider is the Rocket Science Group LLC, 675 Ponce De Leon Ave NE, Suite 5000, Atlanta, GA 30308, USA. They store the mail address, and, where applicable, the first name and the IP

address. For further information, please read the data protection agreement.

- Yes, I hereby grant my consent. Without the agreement it is not possible to subscribe to the newsletter. I can cancel the agreement at any point in the future.

#### **Use of photo, audio and video-material**

To promote itself and its own events, courses and programs the GMS uses photo material and sometimes audio or video recordings.

- Yes, I hereby grant my consent to the GMS to use photos of myself (or of my child) as well as audio/video recordings made of courses, workshops or events for promotional purposes without requiring special permission. I can cancel this agreement any point in the future.

### **5. Final provisions**

Both contract partners are subject to aforementioned contract conditions throughout the term of the contract. In case of a fee increase, due upon the extension of contract, these will be announced eight weeks in advance by the GMS. A participant not wishing to pay the increased fees may terminate his/her contract within the normal deadline for cancellation. If the participant does not terminate the contract, GMS notifications regarding the new fees for the courses will become part of the contract.

GMS house rules apply without exception to all visitors and users of the facilities.

No verbal supplements or changes to this contract have been agreed upon. Any additions or changes and/or additional agreements to this contract must be made in writing.

The inoperativeness of one or several provisions of this contract does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision.

#### **Data Privacy Declaration\***

- I have received and read the Data Privacy Declaration of the Global Music School / Global Music Academy GmbH.

#### **General terms and conditions\***

- I have read the general terms and conditions of the Global Music School / Global Music Academy GmbH and agree to them. The terms and conditions are attached to this contract with a legally binding effect.

\*approval required

Berlin, (Date) \_\_\_\_\_

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(Signature Participant)

(Signature Parent / Legal Guardian)

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(Signature on behalf of the Global Music School / Global Music Academy GmbH)