## GENERAL TERMS AND CONDITIONS STICHTING MUZIEKACADEMIE AMSTERDAM

### Article 1 Definitions

1. General Terms and Conditions: The General Terms and Conditions used by Muziekacademie Amsterdam (hereinafter: "Muziekacademie") can be found on the website www.muziekacademieamsterdam.com.

2. Muziekacademie is registered in the trade register under number 88419851 and has its registered office in Amsterdam.

3. Student: person who participates in music lessons or workshops at Muziekacademie.

4. Agreement: the lesson agreement between Student and Muziekacademie.

5. Lesson Period: quarterly period in a lesson year, parallel to the (primary) school year within the Noord-Holland region, in which Student takes music lessons at Muziekacademie.

#### Article 2 Applicability

These General Terms and Conditions apply exclusively to all lessons, workshops, and other services of Muziekacademie. By participating in a lesson or workshop of Muziekacademie, the Student agrees to these General Terms and Conditions. Muziekacademie reserves the right to periodically amend these General Terms and Conditions. The most recent version is the applicable version, which is published on the website www.muziekacademieamsterdam.com.

## Article 3 Lesson Period and cancellation

1. After a positive and non-binding trial lesson, the Student enters into an Agreement with Muziekacademie for the duration of a calendar year running parallel to the (primary) school year within the Noord-Holland region.

2. The Agreement provides for four (4) equal Lesson Periods within the relevant (school) year.

3. Termination of the Agreement must be done in writing and no later than two (2) weeks before the end of a Lesson Period, on the penalty of a one-off cancellation payment to Muziekacademie of EUR 95,- ex VAT.

4. In case of private lessons, the Student may once reschedule a lesson within the Lesson Period, provided this is made known to Muziekacademie at least 24 hours prior to the relevant lesson. Depending on the possibilities within Muziekacademie, said lesson will either be scheduled on another day with the Student's regular teacher, or online, or with another teacher, such at the discretion of Muziekacademie.

5. Group lessons, due to their nature, cannot be rescheduled by an individual Student. However, Muziekacademie will inform the Student who has missed one or more group lessons of the missed-out content in this regard.

6. In the event of absence from classes due to the Student's inability to attend, no refund will be made, and missed classes will not be caught up, unless Muziekacademie finds this unreasonable given the circumstances of the case. As then, an alternative solution will be proposed by Muziekacademie.

7. In the event of illness of a teacher, the lessons will be canceled as soon as possible. The planned lessons will be caught up in good consultation, possibly by means of a replacement teacher.

#### Article 4 Payment and prices

1. All payments for a Lesson Period or workshop must be made prior to the relevant activity.

The applicable and most recent prices for all lessons and workshops can be found on the Muziekacademie website. 2. Muziekacademie reserves the right to make price amendments. Any price change will be communicated via email and the website.

## Article 5 Decency standards

Muziekacademie reserves the right to deny any Student who, in its opinion, does not comply with decency standards, from taking part in lessons from Muziekacademie and/or to terminate the Agreement of the Student concerned or to deny the Student access to the relevant activity, all without refund of any costs of tuition already paid.

## Article 6 Liability

Participation in the lessons or workshops of Muziekacademie is at the Student's own risk. Muziekacademie does not accept any liability for injuries, loss, or damage in connection with partaking in lessons and/or workshops provided by Muziekacademie.

# Article 7 Applicable law / disputes

1. All Agreements and the General Terms and Conditions are exclusively governed by Dutch law.

2. Any disputes related to an Agreement, workshop, and/or the General Terms and Conditions will be settled in the first instance by the competent court in Amsterdam.

# Article 8 Personal data

1. Muziekacademie handles the personal data of Students with care and acts in accordance with the General Data Protection Regulation (GDPR).

2. The Student agrees that Muziekacademie processes personal data in the context of its activities, including name, email, home address, and/or banking details.

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