GENERAL TERMS AND CONDITIONS OF SCHOOL OF VOICE

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– hereinafter referred to as “School Of Voice” –

This English translation is provided for information purposes only.
The German version is authoritative.

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1. SCOPE AND CONCLUSION OF CONTRACT

1.1 Scope

These General Terms and Conditions apply to contracts between School Of Voice and its Participants and/or their legal representatives covering private lessons, memberships, lesson passes, trial lessons, Gift Cards, group programs, workshops, courses and other events.

Where an individual contract, registration or specific terms of an offer contain provisions that differ from these Terms and Conditions and are incorporated into the contract when it is concluded, those provisions take precedence for the relevant offer. In all other respects, these Terms and Conditions apply.

1.2 Participants and Contracting Parties

A Participant is the person taking part in the services offered by School Of Voice.

For Participants who are minors, the contract is entered into by at least one parent or legal guardian.

That person becomes the Contracting Party of School Of Voice and is, in particular, responsible for fulfilling the contractual payment obligations.

1.3 Registration and Conclusion of Contract

By submitting a registration or order, the Contracting Party makes a binding offer to enter into the relevant contract.

The contract is concluded when School Of Voice expressly confirms acceptance, in particular by email or through the Online Customer Center.

Before an online contract is concluded, the applicable Terms and Conditions and privacy information will be made available, together with information on the right of withdrawal where a statutory right of withdrawal applies.

1.4 Contract Details

The type, term and frequency of lessons, lesson duration, membership start date, agreed membership fee and, where applicable, teacher and lesson location are set out in the relevant lesson agreement, product description, registration or booking confirmation.

2. STUDIO MEMBERSHIPS

2.1 Basic Principle

A Studio membership reserves a regular lesson slot within the published School Of Voice Lesson Calendar.

The membership is not a package of lesson credits and does not create a lesson-credit balance.

The membership fee is therefore not paid for a specific number of lessons in any individual calendar month, but for the agreed membership, the regular lesson frequency, the reserved lesson slot and the associated services provided by School Of Voice.

2.2 Lesson Frequency, Lesson Duration and Initial Term

Lesson frequency, lesson duration, initial term and membership fee are set out in the relevant lesson agreement, product description or booking confirmation.

Studio memberships may provide, in particular, for weekly lessons or lessons every two weeks.

2.3 Special Memberships and Offers

Specific product terms may be agreed for individual memberships or offers.

These may differ from these Terms and Conditions, in particular with regard to lesson frequency, the Lesson Calendar, scheduling, cancellations, replacement lessons, contract term or other service conditions.

Where such specific product terms have been incorporated into the contract at the time it is concluded, they take precedence over the corresponding provisions of these Terms and Conditions.

3. LESSON CALENDAR AND LESSON SCHEDULE

3.1 School Of Voice Lesson Calendar

Regular lessons under studio memberships, as well as ongoing courses and group programs, take place within the published School Of Voice Lesson Calendar.

The Lesson Calendar is generally based on the school holidays of the State of Berlin.

No regular lessons take place during periods designated by School Of Voice as non-teaching periods.

This applies in particular to Berlin school holidays, public holidays and other closure days shown in the Lesson Calendar.

Where different lesson periods have been expressly agreed for a particular offer, the relevant specific product terms apply. This applies in particular to Kara Johnstad memberships.

3.2 Guaranteed Lessons

For each complete twelve-month period of uninterrupted active membership, School Of Voice provides at least 36 regular lessons where one regular lesson per week is agreed, and at least 18 regular lessons where one regular lesson every two weeks is agreed.

Regular lessons made available by School Of Voice but canceled or not attended for reasons attributable to the Participant count as lessons made available for the purposes of these minimum numbers.

3.3 No Monthly Minimum Number of Lessons

The number of regular lessons may vary from one month to another.

In particular, there is no entitlement to a specific number of lessons within any individual calendar month.

3.4 Holiday Programs

During scheduled non-teaching periods, School Of Voice may offer separate workshops, intensive courses, holiday programs, performance projects, concerts or other events.

These offers are not automatically included in a studio membership or an ongoing course unless this has been expressly agreed for the particular offer.

4. REGULAR LESSON SLOT, TEACHER AND LESSON LOCATION

4.1 Regular Lesson Slot

The regular lesson slot is agreed within the lesson times available for the relevant lessons.

The agreed slot is generally reserved for the Participant for the duration of the active membership.

4.2 Scheduling Arrangements

Schedule changes are generally coordinated through the School Of Voice administration.

Direct coordination between the Participant and the teacher may additionally take place where appropriate in the individual case.

Where a technical entry or change in the administration or booking system is required, School Of Voice records the change for administrative purposes.

Where a schedule change is agreed directly between the Participant and the teacher, the School Of Voice administration must be informed where this is necessary for room planning, administration or billing.

4.3 Teacher

School Of Voice aims to maintain continuity with the agreed teacher.

For legitimate operational or organizational reasons, in particular in the event of illness, longer-term unavailability, the end of School Of Voice's collaboration with a teacher or other operational requirements, lessons may be continued with another suitably qualified teacher.

There is no permanent entitlement to lessons with a particular teacher.

4.4 Lesson Location

The agreed lesson location is set out in the relevant lesson agreement or scheduling arrangement.

For objectively justified organizational reasons, School Of Voice may offer another suitable lesson location.

Online lessons or lessons at another location may also be agreed between School Of Voice and the Participant.

5. CANCELLATIONS AND SCHEDULE CHANGES BY PARTICIPANTS

5.1 48-Hour Cancellation Policy

A scheduled lesson may be canceled no later than 48 hours before the agreed start time.

The cancellation may be made, in particular, through the School Of Voice administration, by email to info@schoolofvoice.berlin, through the Online Customer Center or directly with the teacher.

The time at which the cancellation is received determines whether the deadline has been met.

5.2 Timely Cancellation and Possible Replacement Lesson

If a lesson is canceled at least 48 hours before the agreed start time, one replacement lesson may be arranged, subject to availability.

The replacement lesson must take place within 14 calendar days after the originally scheduled lesson, while the membership remains active and on a day on which regular membership lessons are scheduled according to the School Of Voice Lesson Calendar.

This is subject to a suitable lesson time being available.

There is no entitlement to a replacement lesson.

5.3 No Replacement Lesson Available

If no replacement lesson can be arranged within the period specified in Clause 5.2, there is no entitlement to a later make-up lesson, credit, refund, reduction of the membership fee or transfer of the lesson to a later period.

In particular, a timely cancellation does not create a lesson credit.

Once the 14-day period has expired or the membership has ended, the possibility of a replacement lesson expires.

If an already agreed replacement lesson is canceled or not attended by the Participant, there is no entitlement to a further replacement lesson.

If a replacement lesson is canceled for reasons attributable to School Of Voice or the teacher providing the lesson, Clause 7 applies.

5.4 Cancellation Less Than 48 Hours Before the Lesson

If a lesson is canceled less than 48 hours before the scheduled start time or the Participant does not attend the agreed lesson, the lesson is deemed to have been taken.

There is no entitlement to a replacement lesson, make-up lesson, credit or refund.

5.5 Illness Within the 48-Hour Period

Short-term illness does not generally affect the rule set out in Clause 5.4.

In the event of a longer-term illness, however, the provisions on illness-related suspension of membership under Clause 6 may apply.

6. ILLNESS-RELATED SUSPENSION OF MEMBERSHIP

6.1 Requirements

Where a Participant is unable to attend lessons for at least two consecutive weeks due to illness, the membership may be suspended upon request.

School Of Voice may require a medical certificate for this purpose.

The certificate need only indicate the period, or anticipated duration, during which participation in lessons is not possible for health reasons.

No diagnosis is required.

A suspension can only apply to periods during which the membership would otherwise have been active.

Scheduled non-teaching periods under the School Of Voice Lesson Calendar do not, by themselves, extend an illness-related suspension period.

6.2 Request and Start of Suspension

The request must be submitted to School Of Voice as soon as reasonably possible.

Where the longer-term illness is appropriately documented, the suspension may be applied from the first regular lesson affected by the documented illness.

The specific start and end dates of the suspension period are agreed between School Of Voice and the Contracting Party.

6.3 Fees and Contract Term During Suspension

During an agreed suspension period, the regular lesson service and the corresponding obligation to pay membership fees are suspended.

Fees already paid in advance for the suspension period will be credited or offset against future payments.

Where the membership is still within an agreed fixed initial term, the initial term is extended by the agreed suspension period to the extent that the suspension falls within a period that would otherwise have been an active contract and teaching period.

For a membership entered into or continued for an indefinite period, the ordinary right of termination remains available during the suspension period.

Where different provisions have been agreed for a special membership, the relevant specific product terms apply.

6.4 Regular Lesson Slot

School Of Voice will make reasonable efforts to retain the Participant's previous regular lesson slot during an illness-related suspension.

However, there is no entitlement to have the previous lesson slot kept exclusively available during the suspension period.

When lessons resume, the previous lesson slot or another suitable regular lesson slot will be agreed where possible.

7. LESSONS CANCELED BY SCHOOL OF VOICE

7.1 Teacher Unavailability

If the agreed teacher is unable to teach a regular lesson, School Of Voice will make reasonable efforts to provide a suitable alternative solution.

This may include, in particular:

• a suitably qualified substitute teacher,
• a replacement lesson, or
• another suitable form of lesson provision.

7.2 School Of Voice's Obligation to Provide the Service

If a regular lesson cannot take place for reasons attributable to School Of Voice or the teacher providing the lesson and no suitable alternative service is provided, School Of Voice's corresponding obligation to provide the lesson remains in effect.

Such a canceled lesson is not deemed to be a lesson missed by the Participant.

7.3 Fulfillment of the Guaranteed Minimum Number of Lessons

If School Of Voice is unable to provide the minimum number of regular lessons guaranteed under Clause 3.2 within the relevant guarantee period, the outstanding lessons will generally be made up.

If a make-up lesson cannot be provided within a reasonable period, the proportion of the fee attributable to the service not provided will be refunded.

Further statutory rights remain unaffected.

7.4 Organizational Changes

For objectively justified operational reasons, School Of Voice may, in particular:

• arrange for teachers to be substituted or changed,
• change lesson rooms or locations,
• reschedule lessons by agreement, or
• combine group programs or make reasonable organizational adjustments to them,

provided that their essential character and the agreed scope of services are preserved.

The legitimate interests of Participants will be appropriately taken into account.

7.5 Force Majeure and Official Measures

If in-person lessons cannot temporarily take place at the intended location due to force majeure, official orders or comparable exceptional circumstances, School Of Voice may offer an appropriate alternative service.

This may include, in particular, another suitable lesson location or – where appropriate for the type of lesson and reasonable for the Participant – live online lessons.

If the agreed service cannot be provided in this way either, the statutory rights of the Contracting Parties remain unaffected.

8. CONTRACT TERM AND TERMINATION

8.1 Memberships Without a Fixed Initial Term

Where a membership is entered into for an indefinite period, either party may terminate it at any time by giving one month’s notice.

8.2 Memberships With a Fixed Initial Term

Where a fixed initial term is agreed, its duration is set out in the relevant lesson agreement, product description or booking confirmation.

Ordinary termination before the end of the agreed initial term is not provided for.

Either party may terminate the membership by giving one month’s notice effective at the end of the initial term.

If the membership is not terminated in due time at the end of the initial term, it will continue for an indefinite period after the initial term expires.

During this indefinite continuation period, either party may terminate the membership at any time by giving one month’s notice.

The right to terminate for good cause and any expressly provided special rights of termination remain unaffected.

8.3 Form of Termination

Notice of termination may be given in text form, in particular by email to:

info@schoolofvoice.berlin

Where the statutory requirements for an online termination function apply, School Of Voice will additionally provide such a function.

8.4 Termination for Good Cause

The right of either party to terminate the contract for good cause remains unaffected.

Good cause exists in particular where, taking into account all circumstances of the individual case and the interests of both parties, one party cannot reasonably be expected to continue the contractual relationship until its regular end date.

8.5 Permanent Relocation

If the Participant permanently moves away from Berlin, a membership that is still within its fixed initial term may be terminated early upon suitable proof by giving one month’s notice effective at the end of a calendar month.

For a membership that has already been entered into or continued for an indefinite period, the ordinary right of termination under Clause 8.1 or 8.2 applies.

9. MEMBERSHIP FEES AND PAYMENT TERMS

9.1 Amount of Fees

The applicable lesson and membership fees are set out in the price and service information agreed when the contract is concluded.

Where a registration or enrollment fee has been agreed, its amount is likewise set out in the applicable price and service information.

9.2 Membership Fees

A fixed monthly membership fee is agreed for Studio memberships.

For a membership with a fixed initial term, the obligation to pay generally applies for the entire agreed initial term, unless these Terms and Conditions, an individual agreement or statutory rights provide otherwise.

Unless otherwise agreed, payment is made in monthly installments.

The monthly membership fee does not constitute payment for a specific number of lessons within any individual calendar month.

Scheduled non-teaching periods under Clause 3 are already taken into account when calculating the membership fee. The full membership fee is therefore payable even in months in which fewer or no regular lessons take place due to these scheduled non-teaching periods.

Once a membership continues for an indefinite period after the initial term, the agreed membership fee continues to be payable monthly unless otherwise agreed.

9.3 Payment Method and Due Date

Membership fees are generally paid or collected monthly in advance using the payment method agreed when the contract is concluded.

The specific due date is set out in the lesson agreement or payment confirmation.

9.4 Failed Payments

If a payment fails for a reason attributable to the Contracting Party, any bank, payment service provider or returned-payment charges actually incurred and capable of being documented may be passed on to the Contracting Party.

9.5 Payment Default

If the Contracting Party remains in arrears with due payments despite having received a reminder, School Of Voice may temporarily suspend further participation in lessons until the outstanding amount has been paid.

The statutory rights of both parties, in particular the right to terminate for good cause, remain unaffected.

10. LESSON PASSES, SINGLE LESSONS, TRIAL LESSONS, GIFT CARDS AND EVENTS

10.1 Lesson Passes, Lesson Packages, Single Lessons and Trial Lessons

Prepaid lesson passes, lesson packages, single lessons and trial lessons may be used for the agreed service within the validity period specified at the time of purchase and subject to available lesson times.

The lessons must take place within this validity period.

After the agreed validity period has expired, unused lessons can no longer be used unless otherwise required by law.

These offers do not create an entitlement to a permanently reserved regular lesson slot.

The specific validity period is set out in the relevant product description or booking confirmation.

10.2 Cancellations for Lesson Passes and Single Lessons

Unless otherwise agreed for the particular offer, the 48-hour cancellation policy also applies to individual lessons booked from lesson passes or lesson packages and to Single Lessons.

Where a lesson is canceled in time, an unused lesson unit generally remains available within the applicable validity period.

If a lesson is canceled less than 48 hours before the scheduled start time or the Participant does not attend, the relevant lesson unit is deemed used.

10.3 Gift Cards

Gift Cards may be redeemed within the validity period stated at the time of purchase in accordance with the agreed terms.

Cash redemption is excluded unless otherwise required by law.

Statutory limitation periods and other mandatory rights remain unaffected.

10.4 Group Programs, Courses and Events

Workshops, courses, holiday programs, concerts and other events of limited duration are additionally subject to the specific terms of the offer provided at the time of booking.

Ongoing group programs and courses generally follow the School Of Voice Lesson Calendar under Clause 3 unless otherwise agreed for the particular offer.

If a Participant is unable to attend a regularly scheduled group program, School Of Voice should be informed as early as possible and, where possible, at least 48 hours before the session begins.

A cancellation by a Participant does not, regardless of when notice is given, create an entitlement to a make-up session, replacement session, participation in another group program, credit or refund, unless otherwise agreed for the particular offer.

Where an event requires a minimum number of Participants and that minimum is not reached, School Of Voice may cancel the event.

Fees already paid for an event canceled by School Of Voice will be refunded unless a replacement event is agreed.

11. MINORS, ACCOMPANYING PERSONS AND CONDUCT IN THE STUDIOS

11.1 Minors

Parents and legal guardians are responsible for ensuring that minor Participants are brought to and picked up from lessons on time where this is appropriate in view of their age and the circumstances.

11.2 Accompanying Persons

Accompanying persons may attend lessons or remain in lesson rooms only with the prior agreement of the teacher or School Of Voice.

This does not apply to persons whose presence is required to accompany minor Participants.

11.3 House Rules

The applicable house and safety rules must be observed on School Of Voice premises.

Smoking and the use of illegal drugs are prohibited on School Of Voice premises.

Food and beverages may only be consumed in designated areas where permitted under the applicable house rules.

11.4 Personal Recordings

Photos, audio recordings or video recordings of teachers or other Participants during lessons may only be made with the prior consent of all persons concerned.

12. COPYRIGHT AND TEACHING MATERIALS

12.1

Copyright-protected sheet music, texts, recordings and other teaching materials may only be used or reproduced in accordance with applicable law and existing license rights.

12.2

Where School Of Voice is entitled under an agreement with VG Musikedition or another collecting society to make certain reproductions for teaching purposes, the relevant materials may only be used within the permitted scope of that license.

12.3

Copies and teaching materials provided by School Of Voice or its teachers are generally intended for personal use in connection with lessons and may not be passed on to third parties or published without the necessary authorization.

13. LIABILITY

13.1

School Of Voice is liable in accordance with statutory provisions for damage caused intentionally or through gross negligence by School Of Voice, its legal representatives or vicarious agents.

13.2

School Of Voice is liable in accordance with statutory provisions for damage resulting from injury to life, body or health.

13.3

In the event of a slightly negligent breach of a material contractual obligation, School Of Voice's liability is limited to damage that is typical for the contract and was foreseeable at the time the contract was concluded.

Material contractual obligations are obligations whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the Contracting Party may normally rely.

13.4

In all other cases, liability for damage caused by slight negligence is excluded to the extent permitted by law.

13.5

School Of Voice is liable for Participants' personal belongings only in accordance with the provisions above.

14. DATA PROTECTION, PHOTOGRAPHY, AUDIO AND VIDEO RECORDINGS

14.1 Data Protection

School Of Voice processes personal data in accordance with applicable data protection law.

Further details are set out in the current School Of Voice Privacy Policy.

The Privacy Policy provides information about the processing of personal data and does not constitute a declaration of consent.

14.2 Photography, Audio and Video Recordings by School Of Voice

School Of Voice will use photographs, audio recordings or video recordings of Participants for advertising, its website, social media or other publications only where there is an appropriate legal basis and, where required, separate voluntary consent has been given.

Participation in regular lessons is not conditional upon giving such consent.

15. RIGHT OF WITHDRAWAL

15.1

Consumers have the statutory right of withdrawal for contracts concluded away from business premises and for distance contracts, unless that right is excluded by law.

15.2

Details regarding the requirements, deadlines and consequences of withdrawal are set out in the separate information on the right of withdrawal provided to the Consumer before or when the contract is concluded.

15.3

If lessons are to begin at the Consumer's express request before the statutory withdrawal period has expired, the statutory rules concerning the early commencement of services and, where applicable, compensation for services already provided apply.

16. FINAL PROVISIONS

16.1 Changes to These Terms and Conditions

For newly concluded contracts, the version of these Terms and Conditions agreed at the time the contract is concluded applies.

Changes to these Terms and Conditions do not become part of an existing contract merely because School Of Voice publishes a new version.

Changes to an ongoing contractual relationship will only be made where permitted by law or agreed with the Contracting Party.

16.2 Changes to Contract-Related Information

Contracting Parties are required to inform School Of Voice promptly of any changes to contract-related contact information, in particular their email address and payment details.

16.3 Invalid Provisions

If any provision of these Terms and Conditions is or becomes wholly or partially invalid, the validity of the remaining provisions is unaffected.

The applicable statutory provisions will apply in place of the invalid provision.

16.4 Contract Language

The contract language is German.

Any translations of these Terms and Conditions provided by School Of Voice are for information purposes only.

The German version is authoritative.

16.5 Consumer Dispute Resolution

School Of Voice is neither willing nor obliged to participate in dispute resolution proceedings before a consumer dispute resolution body.