



GENERAL TERMS AND CONDITIONS OF SCHOOL OF VOICE

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 special terms of an offer contain provisions that differ from these Terms and Conditions and are incorporated into the contract at the time it is concluded, those provisions take precedence for the relevant offer. In all other respects, these Terms and Conditions apply additionally.

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 the 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, the teacher and lesson location are set out in the relevant lesson agreement, 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 and Duration

For the **Monthly Membership**, **Annual Membership** and **2-Year Membership**, one regular lesson per week is agreed within the School Of Voice Lesson Calendar. The duration of each lesson, in particular 30, 45 or 60 minutes, is agreed in the individual contract.

For the **Annual Membership (every two weeks)**, one regular lesson every two weeks is agreed within the School Of Voice Lesson Calendar. The lesson duration for this membership is 45 minutes per lesson.

2.3 Monthly Membership

A Monthly Membership is entered into for an indefinite period.

It may be terminated with one month's notice.

2.4 Annual Membership

An Annual Membership is entered into for a fixed term of twelve months.

It ends automatically when the agreed term expires and does not require notice of termination.

This is subject to any extension of the contract term resulting from an agreed illness-related suspension under Clause 6.

Continuation after the end of the contract term requires a new agreement.

2.5 Annual Membership (every two weeks)

An Annual Membership (every two weeks) is entered into for a fixed term of twelve months.

It ends automatically when the agreed term expires and does not require notice of termination.

This is subject to any extension of the contract term resulting from an agreed illness-related suspension under Clause 6.

Continuation after the end of the contract term requires a new agreement.

2.6 2-Year Membership

A 2-Year Membership is entered into for a fixed term of twenty-four months.

It ends automatically when the agreed term expires and does not require notice of termination.

Continuation after the end of the contract term requires a new agreement.

3. Lesson Calendar and Lesson Schedule

3.1 School Of Voice Lesson Calendar

Regular membership lessons 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 membership lessons take place during the 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.

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.

Scheduled non-teaching periods are already taken into account when calculating the membership fees.

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 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 generally agreed directly between the Participant and the teacher within the lesson times offered by the teacher.

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

4.2 Scheduling Arrangements

Changes to lesson times are generally agreed directly between the Participant and the teacher.

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

The teacher or Participant informs School Of Voice of agreed changes 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 by 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 the teacher, the Participant and School Of Voice.

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 Online Customer Center, by email to **office@schoolofvoice.berlin**, 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, the Participant and teacher may arrange one replacement lesson, subject to availability.

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

This is subject to the teacher having a suitable available lesson time.

There is no entitlement to a replacement lesson.

5.3 No Replacement Lesson Available

If no replacement lesson can be agreed 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.

A timely cancellation does not create a lesson credit.

The possibility of a replacement lesson expires after the 14-day period or when the membership ends.

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

If, however, 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 in Advance

If a lesson is canceled less than 48 hours before the scheduled start time, or if the Participant does not attend the scheduled lesson, the lesson will be treated as attended.

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 change the provisions of Clause 5.4.

In the case of a longer 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 illness prevents participation for at least two consecutive weeks, the membership may be suspended upon request.

School Of Voice may request a medical certificate.

The certificate only needs to state the period, or expected duration, during which participation in lessons is not possible for health reasons.

No diagnosis is required.

A suspension may 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, in themselves, extend an illness-related suspension period.

6.2 Request and Start of Suspension

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

Where the longer-term illness is appropriately documented, the suspension may begin with the first regular lesson affected by the documented illness.

The specific start and end dates of the suspension period will be 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.

For an Annual Membership or an Annual Membership (every two weeks), the contract 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 2-Year Membership, the agreed contract end date remains unchanged. The suspension period does not extend the fixed twenty-four-month contract term.

For a Monthly Membership, the ordinary right of termination remains available during the suspension period.

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 and the teacher will make reasonable efforts to find a suitable alternative.

This may include, in particular:

- a suitably qualified substitute teacher,
- a replacement lesson, or
- another suitable form of providing the lesson.

7.2 School Of Voice's Obligation to Provide the Lesson

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

Such a cancellation is not treated as a lesson missed by the Participant.

7.3 Meeting 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 applicable guarantee period, the missing lesson or lessons will generally be made up.

If a make-up lesson cannot reasonably be provided within an appropriate period, the proportion of the membership fee attributable to the lesson that was not provided will be refunded.

Any further statutory rights remain unaffected.

7.4 Organizational Changes

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

- arrange substitute teachers or change teachers,
- change lesson rooms,
- reschedule lessons by agreement, or
- combine group programs or make reasonable organizational adjustments to them, provided that their essential character and agreed scope of services are maintained.

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

7.5 Force Majeure and Official Measures

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

This may include 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 parties remain unaffected.

8. Contract Term and Termination

8.1 Monthly Membership

The Monthly Membership is entered into for an indefinite period.

It may be terminated by either party at any time with one month's notice.

8.2 Annual Membership

The Annual Membership is entered into for a fixed term of twelve months.

Ordinary termination during this fixed term is not provided for.

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

8.3 Annual Membership (every two weeks)

The Annual Membership (every two weeks) is entered into for a fixed term of twelve months.

Ordinary termination during this fixed term is not provided for.

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

8.4 2-Year Membership

The 2-Year Membership is entered into for a fixed term of twenty-four months.

Ordinary termination during this fixed term is not provided for.

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

8.5 Form of Termination

Notices of termination may be submitted in text form, in particular by email to:

office@schoolofvoice.berlin

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

8.6 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.

8.7 Permanent Relocation

If the Participant permanently moves away from Berlin, the Contracting Party may terminate an Annual Membership, an Annual Membership (every two weeks) or a 2-Year Membership early upon suitable proof, with one month's notice to the end of a calendar month.

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 fee has been agreed, its amount is likewise set out in the applicable price and service information.

9.2 Monthly Membership

A fixed monthly membership fee is agreed for the Monthly Membership.

The fee takes into account the published Lesson Calendar, including the scheduled non-teaching periods shown in it.

The full monthly fee is therefore payable even in months in which fewer or no regular lessons take place due to school holidays or other scheduled non-teaching periods.

Clause 6 remains unaffected.

9.3 Annual Membership

A total membership fee is agreed for the term of the Annual Membership.

This total fee may be paid in twelve equal monthly installments.

The monthly installments therefore do not constitute payment for a specific number of lessons in the respective calendar month.

If the contract term is extended due to an illness-related suspension under Clause 6, the payment periods affected by the suspension are adjusted accordingly.

9.4 Annual Membership (every two weeks)

A total membership fee is agreed for the term of the Annual Membership (every two weeks).

This total fee may be paid in twelve equal monthly installments.

The monthly installments therefore do not constitute payment for a specific number of lessons in the respective calendar month.

If the contract term is extended due to an illness-related suspension under Clause 6, the payment periods affected by the suspension are adjusted accordingly.

9.5 2-Year Membership

A total membership fee is agreed for the fixed twenty-four-month term of the 2-Year Membership.

This total fee may generally be paid in twenty-four equal monthly installments.

The monthly installments therefore do not constitute payment for a specific number of lessons in the respective calendar month.

In the event of an illness-related suspension under Clause 6, no membership fee is payable for the agreed suspension period. The total fee and any outstanding payments will be adjusted accordingly. The agreed contract end date remains unchanged.

9.6 Scheduled Non-Teaching Periods

Scheduled non-teaching periods under Clause 3 do not result in a proportional reduction or suspension of the agreed membership fee.

They are already taken into account when calculating the price.

9.7 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.

9.8 Failed Payments

If a payment fails for a reason attributable to the Contracting Party, any bank, payment service provider or chargeback costs actually incurred and documented may be charged to the Contracting Party.

9.9 Late Payment

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

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

10. Lesson Passes, Single Lessons, Trial Lessons, Gift Cards and Events

10.1 Lesson Passes and Flexible Single Appointments

Prepaid lesson passes or lesson packages entitle the holder to book the stated number of lessons within the agreed validity period, subject to availability.

A **10-Lesson Pass** is valid for twelve months from the date of purchase. The lessons must take place within this validity period. Unused lessons can no longer be used once the validity period has expired.

Lesson passes do not create an entitlement to a permanently reserved regular lesson slot.

10.2 Cancellations for Lesson Passes and Single Lessons

Unless otherwise agreed for the specific offer, the 48-hour cancellation policy also applies to individual appointments booked using lesson passes and to single lessons.

If a lesson is canceled in time, an unused lesson from the pass generally remains available within the applicable validity period.

If a lesson is canceled less than 48 hours before the scheduled start time, or in the event of a no-show, the relevant lesson is considered used.

10.3 Gift Cards

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

Cash redemption is excluded unless otherwise required by law.

Statutory limitation periods and other mandatory statutory rights remain unaffected.

10.4 Group Programs, Courses and Workshops

For workshops, courses, holiday programs, concerts and other time-limited events, the specific terms communicated at the time of booking also apply.

For regularly scheduled group programs, Participants should notify School Of Voice of any inability to attend as early as possible and, where possible, at least 48 hours before the start time. Regardless of when notice is given, a cancellation by a Participant does not create any entitlement to a make-up session, replacement session, participation in another group program, credit or refund, unless otherwise agreed for the specific offer.

Where a minimum number of Participants is required 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/or collected 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 necessary accompanying persons for 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 the Participant's 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 off-premises contracts and 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 or payment information, in particular changes to their email address or 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.