



## General Terms and Conditions

### 1. Applicability

These General Terms and Conditions describe the contractual relationship between the Kara Johnstad School Of Voice, represented by the sole proprietor Kara Johnstad (hereinafter called "Music School") and the Participant (hereinafter called "Student") or his legal representative (parent).

### 2. Registration

Registration is ongoing throughout the year, subject to space being available. Students declare their intention to enter into a binding contractual relationship with their registration through School Of Voice's online registration system, an e-mail or their signature on the registration form. The contract for enrollment in the program specified in the application shall be formed only if School Of Voice confirms the student's registration in writing by mail or email.

### 3. Teaching Location / Office

Our teaching locations are located at (1) Herbergerweg 14, 14167 Berlin-Zehlendorf and (2) Pasewaldstr. 16, 14169 Berlin-Zehlendorf, where you also find our office. If necessary, another teaching location can be announced at short notice..

### 4. Trial Lesson

Give us a try with a discounted first lesson. This is a good opportunity to find the best music school for yourself or your child, ask questions and see if the teacher and student are a good match. We offer a discounted trial lesson for most of our programs, but not for all: i.e. all services personally rendered by Kara Johnstad, open group classes and those offered by external third party service providers are excluded from this.

### 5. Contractual Period and Termination

The teaching agreement is entered into for an indefinite period of time. The teaching agreement can be canceled by both parties twice a year, with a four week cancellation notice at the end of February and August 31st. Excluded from this are single lessons and short term events. All withdrawal requests must be submitted in writing, i.e. by email to [office@schoolofvoice.berlin](mailto:office@schoolofvoice.berlin). Any oral notifications addressing a teacher are not rendered effective.

### 6. Teaching Time

The duration of a teaching unit is as long as it is defined in the teaching agreement. There are no regular classes on Berlin school holidays (including bridge days), and public holidays, with the exception of private lessons given by Kara Johnstad. Typically, based on a calendar year, the academic year consists of 36 weekly teaching units.

### 7. Makeup Policy for Individual Lessons

The School Of Voice does not require a teacher to make up any lessons cancelled by students with the exception of a flexible one-time lesson and flexible lessons deducted from a valid 10 lesson/class pass for adults, whereby in this case the latter shall be eligible for make-ups if canceled with more than 48 hours notice prior to the scheduled lesson time in our sole discretion. No-shows and same-day cancellations are not eligible for make-ups. Payments MUST be made for all missed lessons. There is NO refund for classes missed because of a student absence.

In the event that a lesson/class must be missed it is requested that we are notified as soon as possible, preferably by cancelling your lesson/class in your online account, or by email or phone, so the teacher can plan accordingly. Please note that you are paying for date and time specific appointments, NOT a guaranteed number of lessons/classes.

School Of Voice does not freeze any membership plans, except in extreme cases. If a student has missed 3 weeks of class due to serious illness, please inform our office immediately and present a medical certificate.

All missed lessons due to the teacher's absence, if substitute teacher is not available, will be made up. In the case that a student declines two make-up lesson times suggested by the teacher, no prorated refund for the

remaining lessons will be given.

### **8. Tuition**

The current tuition table (price list) shall be valid and integral part of the teaching agreement. The tuition fee for fixed-term contracts is an annual fee paid in 12 monthly installments.

Changes in the tuition table shall be promptly communicated to the participant. Participant is then requested to agree to the new tuition table within one month time. If the participant declines his consent, both parties shall reserve the right to cancel the contract without notice on substantial grounds.

Purchase is required to enroll in short term events like drop-in classes, workshops, seminars or concerts. Unless otherwise agreed, the agreed tuition or event fee is to be paid in advance and shall be due on the day of the event at the latest. Fees for commenced events, courses or course parts are to be paid in full. In case no written cancellation will be received at the latest 7 days before scheduled event, the full event fee will be charged.

### **9. Terms of Payment**

Tuition, and fees and other service charges are payable in full immediately upon enrollment via money transfer to the account of Kara Johnstad at Deutsche Bank: IBAN: DE82100701240012935300, BIC/SWIFT: DEUTDEDB101. Monthly tuition payments are due on the first day of each month in advance. Single payments can be made online within the music school's online registration system via Paypal. School Of Voice is entitled to charge Euro 5,00 for any reminder in case of default in payment. In the case of a returned debit, School Of Voice will charge a processing fee in the amount of EUR 9.50.

### **10. Privacy Policy**

The valid version of the privacy policy of the music school is a binding part of the teaching contract. The data collected by the participant during registration are stored electronically and processed in accordance with the statutory EU General Data Protection Regulation (DSGVO). The full text of the privacy policy is available on our website at [schoolofvoice.berlin/privacy-policy/](http://schoolofvoice.berlin/privacy-policy/) in both the online HTML format and as a PDF document.

### **11. Liability Limitations**

The liability of Kara Johnstad - School Of Voice and legal representatives and assigns towards the students and users of the services made available by Kara Johnstad - School Of Voice shall be limited to intent and gross negligence. School Of Voice is not responsible for personal property lost or damaged on our premises.

### **12. Legal Relations**

The legal relations between the School Of Voice and the participant are under private law. Customers (participants) are natural persons, who are not acting in the exercise of their commercial or independent professional occupation, as well as individuals or legal entities, or legally constituted private limited companies, with whom a business relationship has been formed, and who are acting in the exercise of their commercial or independent professional occupation. We will not acknowledge any standard terms and conditions of the customer (purchaser, participants), even in those cases where we have not expressly objected thereto.

### **1. Written Form Requirement, Place of Jurisdiction, Severability Clause**

The teaching agreement must be in writing. Amendments, changes or any other agreements made verbally also require written confirmation before becoming effective. Exclusive jurisdiction is in Berlin, Germany. Shall one of these general terms and conditions be or become invalid or shall there be a gap in the general terms and conditions which has to be filled, this shall not affect the effectiveness of any other provision. In such a case the parties undertake to commence negotiations with the aim of replacing any invalid provision with a provision which comes as close as possible to achieving what the parties from the commercial point of view intended to achieve by means of the original provision