

§ 1 CONCLUSION OF CONTRACT

APPLICATION OF THE GENERAL TERMS AND CONDITIONS

Our general terms and conditions apply to all contracts between School Of Voice, owner: Kara Johnstad (hereinafter referred to as "School Of Voice"), and its Participants (hereinafter referred to as "Teaching Agreement"), unless otherwise individually agreed upon. Participants are those persons who are entitled to participate in the service offerings of School Of Voice on the basis of a teaching agreement (event enrollment) concluded with School Of Voice. Our general terms and conditions apply to all course and event locations of the School Of Voice in the Federal Republic of Germany.

REGISTRATION

By submitting or sending the registration form, the Participant offers School Of Voice the conclusion of a contract. Acceptance takes place through countersignature by School Of Voice or, in the case of online registration, through an enrollment confirmation by email. Online registrations via the registration form of the website (www.schoolofvoice.berlin) or the online customer center of School Of Voice (www.schoolofvoice.pike13.com) is equivalent to a written registration. The designated forms of registration are made with the knowledge and acceptance of the general conditions of participation listed below. Registrations are binding and commit to the full payment of the tuition fee (event fee, admission ticket) and entitle in return to participate in the service offerings of School Of Voice.

ELECTRONIC SIGNATURE

In the case of a registration form submitted online, the Participant also undertakes to approve our general terms and conditions, privacy policy, and declaration of revocation by means of his/her electronic signature prior to attending any event at the School Of Voice. For this purpose, the Participant will receive an email request.

CHILDREN AND YOUNG PEOPLE

The registration of Participants under the age of majority (18 years old) is only possible through at least one legal guardian. The person registering thereby automatically becomes a contractual partner of School Of Voice.

ONLINE CUSTOMER CENTER

Upon submission of the registration or upon registration via the registration form on the School Of Voice website, we will set up an online account for the Participant in our online customer center. The Participant can also register directly for an online account at the following link: www.schoolofvoice.pike13.com/welcome. When registering for an online account, the Participant will receive an e-mail asking him/her to confirm his/her e-mail address and to activate the online account by logging into the online customer center.

START AND DURATION OF THE AGREEMENT

The teaching agreement begins on the date indicated on the registration form (start date) and is concluded for a fixed (initial) term of usually 1, 3, 6, or 12 months as indicated on the registration form.

PRIVATE LESSONS

If the agreement is for private lessons, the School Of Voice guarantees 36 lessons for a 12-month contract period. For shorter terms (1 = 3 lessons, 3 = 9 lessons, 6 months = 18 lessons) the corresponding proportion. The private lessons are to be taken within the course of the chosen term (an average of 3 lessons per month).

ADDITIONAL LESSON PACKAGES

In the event that the guaranteed number of lessons is used up prematurely during the booked term, additional lesson packages can be purchased as an option. Per lesson, an additional lesson package is usually significantly less expensive than individual lessons. An additional lesson package can only be purchased by a Participant during his/her active contract period.

GROUP EVENTS

Classes, courses, and other group events usually take place if at least 5 participants have registered.

PREPAID PASSES / GIFT VOUCHERS

Prepaid passes (e.g. 10 PACK private lessons, vouchers, etc.) are multiple-visits passes with a certain number of visits for flexible use by the Participant, subject to the availability of the instructor, or if free places are available. Holders of prepaid passes or vouchers are not entitled to a guaranteed, regularly recurring lesson day and time. Cash payment of vouchers is not possible. Unused card credit expires after three years from the date of purchase.

EVENTS OF LIMITED DURATION

The term of a teaching agreement for events of limited duration (extra-regular courses, workshops, concerts, one-time visits (e.g. trial lessons, etc.) is limited to the term or number of admission tickets determined in advance. The term ends in each case at the end of the last event date.

§ 2 GENERAL CONDITIONS OF PARTICIPATION

BOOKING OF LESSONS AND CLASSES

Appointment bookings are made through the School Administration or the online Customer Center available on the School Of Voice website (www.schoolofvoice.pike13.com/schedule).

CANCELATION OF APPOINTMENTS

A bindingly agreed lesson date (event registration) can be canceled by the Participant up to 10 days before the event date by notifying the school administration, preferably by cancellation in your own online account or by e-mail to office@schoolofvoice.berlin. Exceptions to this are cancellations due to illness upon presentation of a medical certificate within 24 hours prior to the start of the appointment. The certificate must be received by the school administration prior to the class date. Teaching appointments (event registrations) canceled in due time and form will not be accounted for.

T&C - Terms and Conditions of the School of Voice, owner: Kara Johnstad

TEACHING LOCATIONS AND ADMINISTRATION

The teaching locations are (1) at the address Herbergerweg 14, 14167 Berlin-Zehlendorf and (2) Pasewaldstr. 16, 14169 Berlin-Zehlendorf, where the administration is also located.

CHANGES OF DATA OF THE PARTICIPANT

The Participant is obligated to inform School Of Voice immediately of any change in data relevant to the contract, in particular name, address (including e-mail address), bank details, etc. Costs incurred by the School Of Voice due to the Participant's failure to immediately notify School Of Voice of the change of data shall be borne by the Participant. If the Participant can prove that the damage was less or that no damage was incurred, the Participant shall only be liable for the amount proven. The personal data will be stored electronically in accordance with the requirements of the DSGVO.

ORGANIZATIONAL CHANGES

For compelling operational reasons (e.g., insufficient enrollment, teacher illness, force majeure, etc.), classes, courses, or other events may be combined, canceled, or rescheduled to other times or days of the week. The requirements for regular classes are also considered to be met if the teacher or class location must be changed or if School of Voice combines classes, courses, or other events. There is no entitlement to a specific teacher or a specific class date.

§ 3 TERMINATION

PERIOD OF NOTICE / TEXT FORM

The cancellation period is 4 weeks to the end of the agreed contract period. The Participant must give notice of termination to School Of Voice, owner: Kara Johnstad, Pasewaldstr. 16, 14169 Berlin, e-mail: office@schoolofvoice.berlin in text form (§ 126 b BGB). The receipt of the notice of termination is decisive for the timeliness of the termination. The right to extraordinary termination remains unaffected.

INITIAL TERM / EXTENSION

If the teaching agreement is not terminated by the Participant or School Of Voice no later than 4 weeks before the end of the respective contract term (initial term), the teaching agreement is extended in each case for an indefinite period and can then be terminated in each case with 4 weeks' notice. After the end of the initial term, the respective tuition fee for the 1-month contract term applies. If the customer wishes to continue to secure the lower price for a further fixed term agreement, an active re-registration by the customer for a further fixed term (3/6/12 months) is required.

CANCELATION IN CASE OF RELOCATION

In the event of a move to another city/municipality, the Participant has a special right of termination, which can be exercised with one month's notice to the end of the month upon presentation of a confirmation of departure or registration from the respective city/municipality.

§ 4 TERMS OF PAYMENT

START AND DUE DATE

The tuition agreement begins on the day of the selected start date. The annual, semi-annual, or quarterly tuition fee may be paid in monthly installments. The installments are due in advance on the first day of each month unless otherwise contractually agreed. Registration obligates the student to pay the full tuition fee. Non-attendance, premature termination, as well as non-utilization of lessons, do not release from the payment of the full tuition fee. The cash payment of vouchers is not possible.

METHOD OF PAYMENT

The tuition fee for the first pro-rata calendar month after the conclusion of the contract is due together with the admission fee on the day of the conclusion of the tuition agreement. The tuition fee for the last pro-rata month may be due together with the tuition fee for the previous month. As a rule, the installments will be collected monthly by direct debit using the SEPA direct debit system. Other methods of payment (e.g. bank transfers, standing orders, cash payments, etc.) are possible but will result in an increased monthly fee of €3.00 due to increased administrative costs. The administrative fee is waived if the booked term is paid in advance in one sum or if the sole residence and delivery address of the Participant are not located in a SEPA Participating Country at the time the contract is concluded.

TUITION-FREE PERIODS

There are no classes on the legal and church holidays of the state of Berlin, bridge days as well as on Christmas Eve and New Year's Eve. During this time, the tuition fee must continue to be paid, as the monthly rate is 1/12 of the annual fee, which is paid in corresponding installments. The same applies to other terms, e.g. 1, 3, or 6 months. The total fee for the term may also be paid in 1, 3, or 6 monthly installments. The annual fee already takes into account the weeks in which no lessons take place.

§ 5 FEES AND TUITION COMPENSATION

The current teaching fees are listed in the current price and payment information as well as on the web presence of the School Of Voice. The prices are end-user prices and also include the fees for the obligatory copy license of the VG-Musikedition to the GEMA. The admission fee is a one-time fee of 20.00 Euro and is due upon the conclusion of the contract. This also includes setting up access to the online customer center.

COSTS IN THE EVENT OF A CHARGEBACK

If a direct debit cannot be honored or returned or is not honored by the bank for other reasons, the cancellation fees charged by the banking institutions plus a processing fee of € 3.00 per returned direct debit will be charged unless the direct debit fails for reasons for which the Participant or his/her bank are not responsible. If the Participant can prove that less damage or no damage at all has been incurred, the Participant shall only be liable for the amount proven.

DEFAULT OF PAYMENT

If a participant is in arrears with his/her payments, a reminder fee of € 5.00 will be charged for each individual written reminder sent by School Of Voice. The Participant reserves the right to prove that lower costs were incurred. If a Participant is in arrears with the payment of the tuition fee despite a reminder, School Of Voice is entitled to refuse the Participant participating in the courses of School Of Voice until the arrears have been remedied. If the Participant is in arrears with the payment of an amount equal to two monthly installments, School Of Voice is entitled to terminate the teaching agreement extraordinarily for good cause and the participant must immediately pay (also) the entire remaining tuition fees due until the next possible termination date of the contract.

DEFAULT CHARGES

The School Of Voice reserves the right to charge the participant for late fees. This also includes the costs of appropriate legal action.

§ 6 FORCE MAJEURE

If, for reasons of force majeure or as a result of official or statutory orders or regulations (e.g. due to a pandemic) cannot be provided on the agreed premises with the simultaneous physical presence of instructor and participant (face-to-face teaching), School Of Voice is entitled to provide the teaching online via live video transmission at the agreed teaching times after timely prior notice at the previously agreed tuition fees, which the participant expressly acknowledges as a substitute service for the duration of the closure, especially if the owed 36 teaching lessons per year can no longer be achieved. Each party shall bear its own costs for the online video transmission. If the Participant does not have the technical prerequisites for teaching via live video transmission, the unused teaching lessons guaranteed per term will be carried over into the next contract term or issued to the Participant in the form of a prepaid card on the next possible termination date.

§ 7 REVOCATION RIGHT

In the case of contracts concluded outside business premises and distance contracts, you as a consumer have the right to revoke this contract within 14 days without giving any reason. The revocation period is 14 days from the date of the conclusion of the contract. To exercise your right of withdrawal, you must inform Kara Johnstad, School Of Voice, Pasewaldstr. 16, 14169 Berlin, e-mail: office@schoolofvoice.berlin, of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, which is not mandatory. If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract. The right of withdrawal does not apply to consumers who do not belong to a Member State of the European Union at the time of conclusion of the contract and whose sole residence and delivery address are outside the European Union at the time of conclusion of the contract.

Further information on the right of withdrawal can be found in the cancellation policy, which is available on the website of School Of Voice.

§ 8 LIABILITY OF THE SCHOOL OF VOICE

Participation in classes and other activities on our premises as well as the general stay on the premises and at events of the School Of Voice is at your own risk. Any liability for personal injury or damage to property not caused by School Of Voice or its vicarious agents is excluded. Furthermore, liability is limited to gross negligence and intent, unless it concerns damage to the body, life, or health. A liability of School Of Voice for loss or damage of brought clothing, things, valuables, and money is excluded unless the loss or damage is due to gross negligence or intentional behavior of School Of Voice or its vicarious agents.

§ 9 STUDIO POLICY

CONSUMPTION BANS

Toys, food, and drinks may not be brought into the premises of the School Of Voice. The participant is prohibited from smoking, consuming alcoholic beverages, or narcotics within the meaning of the Narcotics Act (BtMG) in the rooms of the School Of Voice.

ACCOMPANYING PERSONS / CHILDREN

Accompanying persons are not permitted on the premises of the School Of Voice. This does not apply to a parent or guardian accompanying a child who is a participant. Parents are responsible for ensuring that their children, who are not participants themselves, are not left unsupervised in the School Of Voice rooms.

§ 10 FILMING AND PHOTO SHOOTINGS

On certain occasions, filming and photography are done at the School of Voice. Affected areas will be identified by signs or verbal announcements will be made, whenever possible, as to when and where recordings will take place. By entering the premises of the School Of Voice, the participant gives his/her express consent to the production of film and photo recordings and permits their use free of charge. The film and photo rights are transferred to the School Of Voice. The consent extends to the publication on the website www.schoolofvoice.berlin, the publication via email, on social media, especially Facebook, YouTube, and Instagram, or other publications that serve the self-promotion of the School Of Voice. In the event of an objection in text form, a photo or film of you published there will be removed immediately.

§ 11 COPYRIGHT

In Germany, according to § 53 Abs. 4 UrhG (German Copyright Act), photocopying of sheet music is prohibited. By concluding a license agreement with VG Musikedition, a copyright collecting society, our Participants have the opportunity to legally exploit protected works in a simple manner. The administration of the licensing in turn is done by GEMA. The School Of Voice has acquired the right for its Participants to make limited photocopies of sheet music (and lyrics) for use in lessons and performances. The photocopies made are for personal use only. They may not be passed on to third parties, either for a fee or free of charge. For our participants, this is a legal and practical exception to the absolute ban on photocopying. GEMA charges a separate license fee per participant, which is already covered by the payment of the tuition fee.

§ 12 VIDEO SURVEILLANCE

We draw your attention to the fact that the outdoor areas, parts of our building and property, namely the entrance area, are under video surveillance for security reasons. The interior of the School Of Voice is not under video surveillance at any time. In order to protect the privacy of all visitors to the School Of Voice, it is also forbidden for participants to take photos or make films during classes.

§ 13 DATA PROTECTION

By signing the contract, the Participant agrees that his/her customer data will be stored in the cloud-based client management platform of School Of Voice. The data is protected from access by unauthorized persons. The data is subject to data protection. Further details are regulated in the detailed privacy policy of School Of Voice, which is available on the website of School Of Voice, www.schoolofvoice.berlin/privacy-policy/. The participant confirms that he/she has read, understood, and agrees to it.

§ 14 FINAL PROVISIONS

CHANGES TO THESE GENERAL TERMS AND CONDITIONS

School Of Voice is entitled to change these General Terms and Conditions (GTC) with effect for the future. School Of Voice shall notify the participant of the changes and provide the participant with the new, amended GTC. School Of Voice is obligated to give the participant the opportunity to object to the changes within a reasonable period of time after notification and making them available and will explicitly inform the participant that the changes will become effective in the absence of an objection (§ 151 BGB).

§ 15 MANDATORY DISCLOSURES

OS PLATFORM AND DISPUTE RESOLUTION

Online dispute resolution, pursuant to Art. 14 (l) ODR Regulation: The European Commission provides a platform for online dispute resolution (OS), which you can find at www.ec.europa.eu/consumers/odr. In this context, we are required by law to refer to our e-mail address. This is office@schoolofvoice.berlin. We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

Responsible:

School Of Voice, Owner: Kara Johnstad, Pasewaldtstr. 16, 14169 Berlin.