

## English translation - in case of doubt, the German version shall be legally binding! The English version is only for your information.

### General Terms and Conditions of Tanzschule No.10

**§ 1 Scope** Our general terms and conditions apply to all courses and events of Tanzschule No. 10 in the Federal Republic of Germany.

**§ 2 Registration** With the submission or sending of the registration it comes to the conclusion of the contract. A separate confirmation of registration does not take place. The registrations are binding and obligate to the complete payment of the course fees or monthly club fees. They entitle in return to participate in the course or club booked in the dance school No.10. In the case of minors, the registration must be signed by a person with legal capacity. The signing person automatically becomes a contractual partner of the dance school No.10. Registrations via the registration form on the website of the dance school No. 10 (<https://www.no10.de>) are equivalent to a written registration. The named forms of registration take place under knowledge and acceptance of the general conditions of participation, listed below.

**§ 3 Courses and Clubs** A course (e.g. dance course or etiquette course) is a course that ends automatically after a certain number of lessons. A lesson is usually 50 or 80 minutes, depending on the course booked. For courses of 80 minutes or more, the lesson includes a short refreshment break (max. 15 minutes). A club is an ongoing course (membership) that requires a notice of cancellation to end. One club lesson is equal to 50 minutes without a break. Other time units may result from the respective course and club offer.

**§ 4 Terms of payment** Registration obligates the participant to pay the full course fees or club dues. Non-participation, early termination and non-utilization of lessons do not release the participant from the obligation to pay the full course fee or the full club fee. The dance school guarantees 36 weeks of classes per teaching year. The respective, individual lesson year starts with the day of the beginning of the membership. For terms of less than 12 months, the weeks of instruction are owed on a pro-rata basis. The fee for a course must be paid in full in advance no later than the first lesson. Club membership begins on the first of each calendar month. The annual club fee is paid in monthly installments, due on the first of each calendar month. The installments are usually collected monthly by direct debit. In case of monthly cash payment or bank transfer, Tanzschule No.10 will charge an additional fee per payment of 4,00 € due to increased administrative, booking item and personnel expenses. The handling fee does not apply if the booked term is paid in advance in one sum. Cash payment of vouchers is not possible.

**§ 5 Fees and membership fees** The current membership fees are listed in the respective current program booklets. The prices are end user prices and also include the GEMA fees. If a direct debit cannot be honored or returned or is not honored by the credit institution for other reasons, the cancellation fees charged by the banking institutions plus a processing fee of € 2.50 per returned direct debit will be charged, provided that the dance school is not responsible for the returned direct debit. The customer\* reserves the right to prove that lower costs were incurred. If the customer is in arrears with his payments and written reminders are sent by the dance school, it is pointed out that for each reminder a reminder fee of 2,50 € will be charged. The customer reserves the right to prove that lower costs were incurred.

**§ 6 Non-participation/illness/force majeure/school vacations** If permanent participation in dance classes is not possible due to illness, a separate non-contributory membership can be agreed upon upon request. The non-contributory membership can be applied for upon presentation (receipt by the dance school is decisive) of a medical certificate and only for full months. The exemption from membership fees can only be granted if at least 1 month of participation is excluded due to illness. The certificate must contain the following information: Inability to dance (inability to participate in sports or to work is not sufficient), concrete indication of the expected duration of the inability to dance. The nature and extent of the illness need not be communicated. If a cancellation occurs during or after the non-contributory membership, the regular term will be extended by the number of non-contributory months, but not more than the duration of one term. Retroactive establishment of a non-contributory membership and retroactive reimbursement of contributions are excluded. The right to extraordinary termination remains unaffected. The dance school expressly points out that business obligations, professional or business trips, vacation, lack of child care or similar reasons are not recognized as a compelling reason and in the case of absences based on these, the membership fees must be continued to be paid. As a rule, there are no classes during the Baden-Württemberg school vacations and public holidays. During this time, membership fees must continue to be paid, as a membership fee is 1/12 of the annual fee, which is paid in corresponding installments. The School of Dance guarantees 36 weeks of classes per teaching year. The teaching year starts from the day of the beginning of the membership. In the annual fee for clubs, the weeks in which no lessons take place are already taken into account. In the event of force majeure (e.g. war, epidemics, pandemics, other acts of God), the Dance School will provide online teaching material for Club members, in particular in the event of an official closure through no fault of the Dance School, which the customer expressly

accepts as a substitute service for the duration of the closure, in particular if the owed 36 teaching weeks per year can no longer be achieved. However, this substitute service shall be deemed agreed for a maximum period of 4 months per calendar year. Thereafter, the customer has the option to suspend his membership free of charge by means of a declaration in text form. In this case, the parties agree that the mutual services (payment of membership fees and provision of dance lessons) will be made up for as soon as the impediment has ceased and the membership is extended by this period. Lessons of limited courses will be made up for after the reason for the hindrance has ceased to exist.

**§ 7 General Conditions of Participation** Thorough and successful dance lessons can only be guaranteed with punctual and regular attendance. In case of grossly improper behavior (e.g. drunkenness, assault, insults, etc.) the customer may be excluded from further lessons without any claim for a full or partial refund or other settlement of membership fees. The dance school No.10 maintains an affiliated catering business. The consumption of own food and beverages in the catering area of the dance school as well as at events is not allowed. The catering area includes the bar, the tables and chairs set up in the taproom/bistro. For compelling operational reasons (e.g. insufficient number of participants, illness of dance instructors, force majeure, etc.) dance classes or dance clubs can be combined, cancelled or moved to other days of the week or times. The requirements for a properly provided lesson are also considered to be fulfilled if the teacher or the hall has to be changed or if a combination of dance courses or dance clubs takes place on the part of the dance school. There is no claim to a certain teacher. If a registration is made as a dance single (without a partner) to a course or club for couples, there is no claim to a dance partner\* (Hospitanten\*) by the dance school.

**§ 8 Termination** Membership begins on the 1st of each calendar month and is concluded with a fixed (initial) term selected by the customer (1 year, 6 months, 3 months or 1 month). The notice period is 4 weeks to the end of the booked membership period (term). The cancellation must be made in text form. An e-mail to [Dance@No10.de](mailto:Dance@No10.de) is sufficient for this purpose. If no notice of termination is given, the membership will be extended by the booked term, the legal regulation applies.

**§ 9 Liability** The practice of dancing or other activities in our rooms and also the general stay in the rooms and at events of the dance school No.10 is at your own risk. For personal injury or property damage not caused by the dance school or its employees, any liability is excluded. Furthermore, liability is limited to gross negligence and intent, unless it is damage to body, life or health. A liability of the dance school for the loss or damage of brought clothes, things, valuables and money is excluded, unless the loss or damage is due to gross negligence or intentional behavior of the dance school or its employees.

**§ 10 Video Surveillance** We would like to point out that parts of our premises, namely the security areas such as our cashier areas and the entrance as well as outdoor areas are video monitored for security reasons. The changing rooms and washrooms are not under video surveillance at any time. In order to protect the privacy of all visitors to Dance School No.10, it is also forbidden for customers to take photos or make films during dance lessons..

**§ 11 Copyright** The choreographies taught in dance lessons by the dance school No.10 are subject to copyright and are intended for personal use only. A transfer of the choreographies to third parties against payment or free of charge is not allowed. This does not apply to generally known dance steps not choreographed by Dance School No.10, especially those of the World Dance Program (WTP).

**§ 12 Data Protection** The customer agrees with the conclusion of the contract that the customer data will be stored in the EDP of the dance school No.10. 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 the dance school No.10, which is available on the website of the dance school, [www.no10.de](http://www.no10.de). The customer confirms that he/she has taken note of this and accepts it.

**§ 13 Online dispute resolution and dispute resolution** The dance school No.10 is willing to participate in dispute resolution proceedings before a consumer arbitration board. For disputes between customers and the dance school, which are based on an online service contract, the European online dispute resolution service is responsible. The platform of the EU Commission for online dispute resolution can be found under the following link: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)

*\* The female and diverse form is always meant as well. The masculine form is used for better readability. | © the terms and conditions attorney Timo Müller [as of: May 2021]*