# ESPACIO FLAMENCO ENCUENTROS



# TERMS AND CONDITIONS

#### REGISTRATION IN GENERAL

- These general terms and conditions apply to all agreements and / or activities of ESPACIO FLAMENCO ENCUENTROS and the customer of a course, here after referred to as the student.
- Only (potential) students are admitted during the lessons.
- ESPACIO FLAMENCO ENCUENTROS has the right to refuse people access to the classes without stating reasons.
- Participation in the classes is entirely at your own risk. ESPACIO FLAMENCO ENCUENTROS is not liable for any physical injury, damage and / or loss experienced during the classes and / or the activities of ESPACIO FLAMENCO ENCUENTROS.
- Loss or damage caused to property (location, equipment, costumes, etc.) of ESPACIO FLAMENCO ENCUENTROS due to the actions of a visitor will be recovered at all times.
- The holidays correspond to those of the public primary and secondary schools, unless indicated otherwise by ESPACIO FLAMENCO ENCUENTROS.
- Smoking is not allowed in the dance studio and consumptions are not allowed (a bottle of water is of course no problem!).
- Do not use chewing gum during class.
- To avoid disruption during the class please turn off or silence telephones (unless there is an urgent situation).
- The student is responsible for checking that the flamenco shoes do not damage the dance floor, so pay attention to protruding nails (you can hit them back with a hammer or have them sharpened by the shoemaker)!

  When in doubt, always ask the teacher!

#### **REGISTRATIONS**

- Registration must be made before the start of the new course period, preferably before the 1st of September. Interim registration is possible, provided that there is a possibility to place it, this at the discretion of ESPACIO FLAMENCO ENCUENTROS.
- Registration is done by means of completing the registration form online and is only valid after confirmation by email and payment. By submitting the completed registration form, you also agree to these terms and conditions.
- The registration form of a minor student must be signed by one of the parents / carers / guardians of the relevant student.
- Registration is always subject to sufficient registrations for the relevant course. ESPACIO FLAMENCO ENCUENTROS reserves the right to cancel courses or merge groups when insufficient participants have been registered and there is no suitable alternative.

- Placement takes place in order of registration.
- With registration and placement, you are obliged to pay the entire course fee.
- When you register, you register for an entire course year (Sept-June) (even if you pay in two instalments). Stopping earlier is only possible in exceptional cases (for example, illness or moving house).
- One-time administration / registration costs amount to 10 euros and will be paid with the first payment.
- A trial class is possible. If you decide to take the course, then the trial class counts as the first class. If you do not, then the triall class is regarded as a single class, so you pay for it.

#### **PAYMENT**

- The course rate is based on the period from September to June (38 weeks)
- You can choose between two options for payment of the course fee: payment in 1 or 2 terms.
- When following 2 or more courses, the student receives a discount of 10% on the total amount.
- Children up to and including 18 years receive a 25% discount on the total amount.
- Students receive a discount of 10% if they can prove that they are a student.
- In case of premature cancellation, illness, vacation or other reason for absence, there is no right to a refund of the tuition fee. Absence does not release the student from the obligation to pay the tuition fees due nor the right to any reduction of tuition fees. In case of long-term illness / relocation, consultation must take place.
- If a student's obligation to pay does not fulfil his payment obligation, ESPACIO FLAMENCO ENCUENTROS can hand over the collection to a collection agency. The costs incurred for this and statutory interest are at the expense of the person liable to pay.

#### MODIFICATIONS

- ESPACIO FLAMENCO ENCUENTROS reserves the right to cancel 2 classes per course in case of force majeure (illness, death, etc.). ESPACIO FLAMENCO ENCUENTROS will always try to find a suitable replacement. When a class is canceled, the (parent / guardian of the) student will be informed by e-mail or WhatsApp. Refund of the course fee per class, however, only takes place if more than two classes per course have been cancelled per course year.
- If the student is unable to attend, he/she is kindly requested to inform ESPACIO FLAMENCO ENCUENTROS by email / whatsapp. If students are unable to attend, there will be no refund of course fees.
- The absence of a student during the classes does not release the student from the obligation to pay. Absence of one or more classes does not give the right to a partial or full refund of the tuition fee.
- ESPACIO FLAMENCO ENCUENTROS must be informed of changes in name and address details as soon as possible.
- ESPACIO FLAMENCO ENCUENTROS reserves the right to deviate from the stated data such as names of teachers, times and prices.

### PUBLICATION PHOTOS / VIDEO

- It is possible that during (course) activities of ESPACIO FLAMENCO ENCUENTROS photos/videos are taken/made of the students. These can be used for informative and publicity purposes. We assume that you agree with publication, unless you have objected in writing prior to the academic year, stating the class in which the relevant student is participating.
- No image / film material may be placed on the internet (Facebook, Instagram, Twitter, YouTube etc.) without permission.

#### FORCE MAJEURE

- ESPACIO FLAMENCO ENCUENTROS is not obliged to fulfil any obligation towards the student, if yhe studio is prevented from doing so as a result of a circumstance that is not attributable to fault, neither by law, or a legal act.
- In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, on which ESPACIO FLAMENCO ENCUENTROS cannot exert influence, but as a result of which ESPACIO FLAMENCO ENCUENTROS is unable to fulfil its obligations. ESPACIO FLAMENCO ENCUENTROS also has the right to invoke force majeure if the circumstance that prevents (further) compliance with the agreement occurs after ESPACIO FLAMENCO ENCUENTROS should have fulfilled its obligation.
- During the period that the force majeure continues, ESPACIO FLAMENCO ENCUENTROS can suspend the obligations under the agreement or offer them in an adapted manner. ESPACIO FLAMENCO ENCUENTROS reserves the right to offer classes in alternate format as follows.
- Classes to be taken:
  - change of location (outside or inside)
  - video classes via a livestream or youtube
  - moving classes to other weeks in the academic year

#### DATA

- ESPACIO FLAMENCO ENCUENTROS processes personal data on the basis of a legitimate interest, namely a commercial interest. Think of offering services or products from ESPACIO FLAMENCO ENCUENTROS by e-mail. You can read how we deal with this in the privacy statement.
- The information that is required to provide is the minimum information required to offer the services or products. If this mandatory information is not provided, ESPACIO FLAMENCO ENCUENTROS cannot offer the relevant service.
- Data is not shared outside the EU. ESPACIO FLAMENCO ENCUENTROS reserves the right to disclose the information when required by law or when we consider it justified to comply with a legal request / process or to protect the rights, property or safety of ESPACIO FLAMENCO ENCUENTROS. We always try to respect your right to privacy as much as possible.

## FINAL PROVISION

These are the general terms and conditions as of 01-08-2020. By registering for this academic year, the student (or/and the person obliged to pay) agrees to all these conditions. These conditions can be changed in the meantime and errors are reserved. ESPACIO FLAMENCO ENCUENTROS decides in all matters for which these conditions do not provide.