



BALLET AND MODERN DANCE ACADEMY

### TERMS AND CONDITIONS NANE DANZA

#### ARTICLE 1 / GENERAL

**1.1** These general terms and conditions apply to every agreement regarding to our services (Registration to Regular dance courses, Summer Courses, Workshops, Open lessons, Performances and special events) between Nane Danza, referred in this document as the 'Dance school', and the member or his legal representative on behalf of the member, referred here as the 'member'.

**1.2** If one or more conditions in these general conditions at any time are completely or partially void or may be destroyed, then the remainder certain conditions in these general terms and conditions. The dance school and the member will consult with each other to agree on new conditions to replace the void or void conditions, whereby the purpose and intent of the original conditions will be observed as much as possible.

**1.3** If there is uncertainty about the explanation of one or more conditions of these terms and conditions, then the explanation must take place to the intonation of these conditions.

**1.4** If a situation arises between the dance school and the member that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

**1.5** If between the dance school and the member could apply an exception to these general conditions, these exceptions are only legally valid if they have been confirmed to the member in writing by the dance school.

#### ARTICLE 2 / REGISTRATION AND MEMBERSHIP

**2.1** It is the responsibility of the user to read carefully all information related to our services before and during the register. All information about the course, time schedule, starting and final dates, dressing code, number of lessons and fees are available on our website.

**2.2** To enter into a membership, the member must register by means of registration on the website or by e-mail via nane.danza@gmail.com. The member will receive an e-mail with the amount of the membership fee.

**2.3** The register is completed only after the payment of the tuition; the member will receive a confirmation e-mail.

**2.4** Registration is personal and untransferable.

**2.5** For minors (-18), the minor can be registered only by his parent/ care holder or legal representative. This person will be the member and takes total responsibility for the user (the minor).

**2.6** Respecting the stability of all groups, the dance school does not work with separate lessons, only with complete terms. The person interested in becoming a member can request and book a trial lesson during the current term.

**2.6.1** The registration will NOT automatically be extended by the end of a period, it is responsibility of the member to re-register again for the next term.

**2.7** The dance school has the right to exclude a member from participation in our activities (without giving reasons) when it considers the member has violated general conditions or house rules seriously, has misbehaved against other students or employees of the dance school, intentionally caused damage to the property of the dance school, employees or other members of our dance community. The dance school reserves its right to exclude a member for any situation not yet written in this document.

**2.8** The dance school may cancel an activity, change schedules or times when it is necessary. The member will be informed in advance in case of any change.

**2.9** There is a minimal number of students for each activity. In case that the group does not have the minimal number of participants, the course will be canceled and the member will get a refund of the remaining lessons.

### **ARTICLE 3 / REGISTRATION FEES AND OTHER FEES**

**3.1** The dance school determines the rates, as well as the amount of the registration fee and other fees. Before the end of each calendar year, the dance school notifies the member about the new rates for the new Dance Season. In the pricing, school holidays are taken into consideration.

**3.2** The membership fee is payable per term. The payment must be realized in advance unless otherwise agreed in writing.

**3.3** The registration fee covers only the regular dance course. Extra costs such as costumes, theater contributions, and extra activities are notified in advance by the dance school and must be covered by the member.

#### **ARTICLE 4 / PAYMENT**

**4.1** All payments related to registration to any activity must be done via bank transfer. It is not possible to pay in cash.

**4.2** The member is responsible for the payment of the membership fee in advance to the term for which the membership fee is due. Before the start of a term, the member will receive an invoice from the dance school by e-mail with the amount to pay.

**4.3** Users who are registered at the same time for two or more activities are eligible to get a discount on the activity with the lower price. The dance school determines the amount of that discount.

**4.4** Discounts apply per user, not per group

**4.5** You cannot derive any right from any discount from the past or after your payment has been done. In case that a new registration takes place after the first registration, the discount will apply for the next term.

**4.6** Registration is definite. The dance school makes the necessary arrangements based on the number of participants, after submitting a registration request the member is obliged to pay the full costs associated with the activity he selected.

**4.7** In case of late payment, the member will receive a reminder via e-mail by the dance school. If the period indicated for payment has passed, the access to the dance class will be denied.

**4.8** If the dance school has to incur costs for carrying out extra administrative actions by the member, these costs will be paid by the member.

#### **ARTICLE 5 / TERMINATION OF MEMBERSHIP**

**5.1** If the member is no longer able to participate in the activity that he has subscribed. He is obliged to notify the school as soon as possible in writing (e-mail) to the dance school.

**5.2** The dance school does not refund any tuition fees if the lessons are stopped prematurely during the term.

**5.3** In case of complete cancellation, the member is obliged to pay the full costs for the activity.

**5.4** Before leaving, the member shall ensure the timely payment of all membership fees still due and other related costs.

5.5 In case of illness or absence of a teacher, a replacement is provided. If this is not possible, the lesson is canceled and re-scheduled in the future. The member will be informed in advance for both cases via e-mail.

## **ARTICLE 6 / ABSENCES**

6.1 It is not possible to catch missed lessons due to illness or other absence on other days, times or locations unless otherwise agreed.

6.2 In case of long-term absence due to health problems (such as a broken bone, a long-term illness or surgery), it may be decided in consultation with the dance school and authorization of a health specialist, legal representative and dance teacher to catch up on the lessons to be determined by the dance school.

## **ARTICLE 7 / LIABILITY**

7.1 It is important to be aware of the fact that participation in a dance lesson, sport or any other physical activity entails risks. Nane Danza (the dance school) assumes no liability for material or immaterial damages (bodily injury or property) whether arising from any cause. By enrolling the participant in this activity, the legal representative of the participant is responsible for supplying health insurance to the participant/ user.

7.2 The participant/ member/ user must consult his doctor first to know his health restrictions before enrolling in any activity. The dance school does not take responsibility in case of health complaints and the resulting risk.

7.3 Visiting the dance school is entirely at the member's responsibility. The dance school is not responsible for damage, personal injury resulting from its services or use of the installations.

7.4 For minors (-18), the dance school starts and finishes its activities on time. It is the responsibility of the member/care taker/parent/ legal representative to take care, drop and pick up the student on time and in person. The member must inform the school via e-mail when the minor is allowed to go home alone. The dance school takes no responsibility on the safety of minors waiting for their parents outside the building.

7.5 By agreeing to the terms and conditions, the member indemnifies the dance school, management and employees for any liability for damage that the member has suffered during his or her presence/participation in the dance school installations or activities.

7.6 Damage caused to the building installations is on the person's (member) concern and it is his responsibility to cover the resultant expenses.

## ARTICLE 8 / HOUSE RULES

The house regulations are an integral part of these general terms and conditions. Other matters such as dressing code, rules of conduct and related matters are regulated. These domestic rules apply to members, teachers and other parties involved. You can find this rules at the entrance of the studio.

### 8.1 General

The dance school has the right to allow or refuse access to people without giving reasons. All members/users and visitors must keep the house rules of the dance school as well as to follow the instructions given by the management and/or the employees during their visit to the installations. Everybody must take into account other users in the building. Access allowed only to the space rented by the dance school.

### 8.2 Visitors and Trial lessons

**8.2.1** Trial lessons are completely Free.

**8.2.2** To participate in the trial lesson the applicant must make a request by submitting the Free Trial Lesson Request form on our website, or via e-mail to [nane.danza@gmail.com](mailto:nane.danza@gmail.com). The member/applicant will receive a confirmation e-mail.

**8.2.3** Only confirmed children can join the lesson.

**8.2.4** In order to keep the concentration and confidence of the group, it is not allowed to any parent to observe the lessons. The last lesson of each term is an open lesson where parents can observe our work.

**8.2.5** Any visit or trial lesson must be discussed in advance.

### 8.3 Dressing code, shoes and hygiene

As a serious dance school, Nane Danza keeps a dressing code as a fundamental part of student's discipline and image standart. The dance school looks for uniformity and simplicity.

**8.3.1** Ballet (-18) ballet leotard, zalm pink ballet tights and ballet shoes, hair pulled up in one or two ballet buns (NO hair in the face). The color of leotard will depend on the level of the course. The member will be informed via e-mail about the color, model and hair style in advance. Clothes and shoes must be mark with the name of the student. Please arrive already changed and ready to start.

**8.3.2** Modern Dance/Jazz members can wear comfortable dance clothes. Do take into account the normal decency, values and standards.

**8.3.3** Members of the dance school could receive discount coupons for certain dance stores.

**8.3.4** It is not allowed on shoes from outside on inside the studio.

**8.3.5** Member always must ensure good hygiene for themselves and your fellow members. Wear clean uniform/dance clothes and respect the hair style code.

#### **8.4 Mobile phone**

It is not allowed the use of telephones during the lesson or Open lessons.

#### **8.5 Food and drinks.**

It is not allowed to eat inside the studio. Chewing gum is definitely prohibited. Only water is allowed inside the studio.

#### **8.6 Smoking**

Not allowed inside the installations.

### **ARTICLE 9 / PHOTO AND FILM MATERIAL**

**9.1** During the lessons or performances photos / videos can be made and published by the dance school. Photos / videos are not focused in any member/student in particular but on the lesson itself and it can be used for promotional material, the website of the dance school and social media of the dance school. The material used would never show facial characteristics in order to protect the identity of the members. The member gives the management permission for photographic and video recordings for editorial or promotional purposes.

**9.2** We respect the privacy of the member. If a member does not give permission to appear in any kind of material must inform it explicitly to the dance school by sending an e-mail to [nane.danza.com](mailto:nane.danza.com)

**9.3** The dance school could invite their advanced students/members to appear in our image campaigns. This option permission takes places in the registration form. If the member does not want his / her picture to be published, the member must inform it explicitly to the dance school by sending an e-mail to [nane.danza@gmail.com](mailto:nane.danza@gmail.com)

**9.4** Without written prior permission from the dance school, no photo or video recordings may be made by third parties (parents or visitors) during the lessons in order to guarantee the privacy of other group members. This permission can be withdrawn immediately without giving reasons.

**9.5** The photos taken by a member in the dance school, of sharing dance school photos on the website or social media pages of the dance school, are exclusively intended for private use of the members and are not allowed for commercial purposes.