

# Terms and Conditions Studio MusicalMente

## Table of Contents

Article 1 – Contractor .....	1
Article 2 – Definitions.....	1
Article 3 – Range .....	2
Article 4 – Creation, duration and termination.....	3
Article 11 – Right of withdrawal for Consumers .....	6
Article 12 – Execution of the service.....	7
Article 13 – Intellectual and physical property .....	7
Article 14 – Liability.....	7
Article 15 – Force Majeure .....	8
Article 16 – Protection of personal data .....	8
Article 17 – Payments.....	8
Article 18 – Complaints .....	9
Article 19 – Rest provisions .....	9

## Article 1 – Contractor

**Name:** Studio MusicalMente  
**Address:** Binckhorstlaan 135  
**Postal code and location:** 2516 BA Den Haag  
**Kvk-number:** 73031631  
**E-mail:** INFO@STUDIOMUSICALMENTE.NL  
**Website:** studiomusicalmente.nl/nl/  
**Hereafter to be referred to as:** ‘Studio MusicalMente’

## Article 2 – Definitions

1. **Offer:** the proposition from Studio MusicalMente to create an Agreement with the Client.

2. **Acceptance:** a declaration of will of the Client directed to Studio MusicalMente containing the acceptance of the offer.
3. **Consumer:** a natural person not acting in the range of his trade-, business-, craftsman- or professional activity.
4. **Service(s):** the services Studio MusicalMente provides contain piano-, singing- and to these things related lessons.
5. **Teacher:** the by Studio MusicalMente employed person charged with giving the lessons.
6. **Student:** the person, whether or not being the Client, who receives the musical lessons.
7. **Group lesson:** lesson received by multiple students at the same time
8. **Right of withdrawal:** the possibility for the consumer to, within the cooling off period, renounce the Agreement on distance.
9. **Lesson:** a piano- or singing course of 30, 45 or 60 minutes, unless otherwise is agreed upon.
10. **Lesson deal:** a certain amount of lessons which the Client can purchase from Studio MusicalMente.
11. **Model form for withdrawal:** the in the appendix of these terms and conditions included model form for withdrawal
12. **Entrepreneur:** the (legal) person acting in the range of his trade-, business-, craftsman- or professional activity.
13. **Client:** a Consumer or Entrepreneur who has engaged in an Agreement with Studio MusicalMente.
14. **Agreement:** the Agreement which is made between the Client and Studio MusicalMente. The Agreement is made by an offer and acceptance of this offer.
15. **Agreement on distance:** an Agreement between Studio MusicalMente and the Client made in the context of an organised system for sale on distance of products, digital contents and/or services, which up until the making of the Agreement solely or partially makes use of one or more of the techniques for communication on distance.
16. **Parties:** both the Client as well as Studio MusicalMente
17. **Studio MusicalMente:** the business and the persons who act in her name, but not per definition for her account. Hereafter also to be referred to as: we, us or our.
18. **Technique for communication on distance:** a medium which can be used for making an Agreement without the necessity of the Client and Studio MusicalMente being together in the same room at the same time.
19. **Confidential information:** all financial, business related or personal data which is imported, processed and/ or recorded by the Client or Studio MusicalMente.
20. **Website:** internet page.

### Article 3 – Range

1. These Terms and Conditions are applicable to every offer, order, business proposal and Agreement from Studio Musicalmente. These Terms and Conditions will be sent when requested. It is also possible to view the Terms and Conditions online on our website.
2. The Client is bound by these Terms and Conditions from the moment he/she has accepted them. This acceptance can take place both in writing or by a medium for

communication on distance. Furthermore, it is presumed that by paying the lesson fee, the Client knows the Terms and Conditions and accepts these.

3. An Entrepreneur explicitly waives the text and contents of his own Terms and Conditions when he accepts the offer of Studio MusicalMente.
4. The text of these Terms and Conditions will be made available to the Client before an Agreement with the Client is made. If this is impossible for a good reason, Studio MusicalMente will, before making the Agreement, state by which means the Client can look into the Terms and Agreements.
5. If the Agreement is made electronically, the text of the Terms and Conditions can be provided electronically to the Client. This should take place in a way in which the Terms and Conditions can be stored on a durable data carrier, as easy as possible. If this is impossible for a good reason, Studio MusicalMente will before making the Agreement state by which means the Client can look into the Terms and Agreements.
6. If aside of these Terms and Conditions, there are also specific product- or service conditions applicable, the clauses from these conditions will prevail over the clauses from these Terms and Conditions.
7. These Terms and Conditions will remain applicable for legal successors of the Client.
8. Studio MusicalMente has the right to alter or complement the Terms and Agreements. An alteration or complementation will be communicated to the Client a month before the modified Terms and Conditions will go into force.
9. Alterations of minor significance can be implemented at all times.
10. Apparent mistakes or miswritings do not bind Studio MusicalMente.
11. All rights and claims that are being stipulated for Studio MusicalMente in these Terms and Conditions and possible future agreements and conditions are also applicable for possible intermediaries and third parties contracted by Studio MusicalMente.

## **Article 4 – Creation, duration and termination**

1. All offers made by Studio MusicalMente are principally non-committal. After the Client makes a request to obtain lessons on the site, or requests an offer for a lesson deal and the Client agrees with this offer, Studio MusicalMente sends a confirmation electronically for this within 14 days. An Agreement is created at the moment the Client receives this confirmation.
2. Techniques for communication on distance can be used with the offer and acceptance. If these techniques are being used, Studio MusicalMente without delay confirms through the same electronic medium the reception of the acceptance of the offer. Furthermore, Studio MusicalMente takes fitting technical and organizational measures to secure the electrical transmission of data. Studio MusicalMente also provides a safe web environment.
3. The Agreement between Studio MusicalMente and the Client will principally be created for a certain time, being the time the Client is entitled to the lessons in his lesson deal, unless explicitly agreed otherwise between Parties.
4. The Agreement ends automatically when all contractual obligations are fulfilled by both parties.

## **Article 5 – Lesson deals**

1. The Client can choose between two lesson deals: the "tien-strippenkaart" and the "jaarpakket (containing 35 lessons)". The Client can also request a one-off trial lesson.
2. The "tien-strippenkaart" contains a total of 10 lessons of 45 or 60 minutes. The duration of each lesson will be determined at the creation of the Agreement.
3. The "jaarpakket" contains a total of 35 lessons of 30, 45 or 60 minutes per schoolyear. The duration of each lesson will be determined at the creation of the Agreement.
4. The trial lesson is between 15 and 45 minutes long, depending on what the teacher thinks is best.

## Article 6 – Prices

1. The "tien-strippenkaart" of 10 lessons of 45 minutes costs € 288,75 for a person who has not reached the age of 21 years yet, and €349,40 for a person who has already reached the age of 21 years.
2. The "tien-strippenkaart" of 10 lessons of 60 minutes costs € 385,- for a person who has not reached the age of 21 years yet, and € 465,85 for a person who has already reached the age of 21 years.
3. The price of the "jaarpakket", principally consisting of 35 lessons, is found in the following table:

Lesson time	Person younger than 21	Person of 21+
30 minutes	€ 612,50	€ 741,10
45 minutes	€ 918,75	€ 1.111,70
60 minutes	€ 1.225,-	€ 1.482,25

4. The reference date for the age of the receiver of the lessons is the moment of the first lesson.
5. The price of an extra lesson on the end of the calendar year, after every planned lesson of the "jaarpakket" has been completed or cancelled, is €35 per hour for a person who has not reached the age of 21 yet, and €42.50 per hour for a person who has already reached the age of 21 years.
6. The trial lesson costs €15,-.
7. MusicalMente reserves the right to alter on a yearly basis the prices found on the website, in these Terms and Conditions and published in any other way.
8. All prices named on the website, in the Agreement, in these Terms and Conditions or published any other way, are – unless stated otherwise – including VAT (in Dutch: btw).

## Article 7 – Requirements for the "tien-strippenkaart"

1. This article applies to the purchase and the lessons of the "tien-strippenkaart".
2. All ten lessons which the Client is entitled to after purchasing the "tien-strippenkaart" will be planned in accordance with the schedule of the teacher, before the start of the lessons.
3. The "tien-strippenkaart" is valid for the duration of a calendar year, being 365 days.
4. A refund on the not attended lessons of the "tien-strippenkaart" is not possible.
5. The Client has the possibility to cancel and reschedule a maximum of two of the ten lessons, if he makes his cancellation known to the teacher a minimum of 24 hours before the start of the lesson. The Client can cancel by emailing to the

email address of the teacher or by calling, whatsapping or texting to the phone number of the teacher in question. Rescheduling a cancelled lesson happens after consultation and in accordance with the teacher in question.

6. An untimely, or too late, cancellation means the Client loses the right to reschedule this cancelled lesson.
7. The invoice for the "tien-strippenkaart" has to be paid before the start of the first lesson. If before the start of the first lesson the payment hasn't arrived in Studio MusicalMente's bank account, Studio MusicalMente is not required to provide the lesson. Studio MusicalMente is only again required to provide lessons after the payment has been received in said bank account.
8. A lesson which has been cancelled as a result of the previous section does not need to be rescheduled.
9. The cancellation of a lesson does not take away the Client's obligation to pay for this lesson. There also will not be any form of compensation for the cancellation of a lesson which is the result of a factor which is for the risk of the Client.
10. Fulfilling the payment obligation too late always is for the risk of Client.

## **Article 8 – Requirements for the "jaarpakket"**

1. This article applies to the purchase and the lessons of the "jaarpakket".
2. The "jaarpakket" entitles the Client to the amount of lessons agreed upon in the Agreement, principally being 35, which need to be planned inside the duration of a school year. In this school year there isn't a compulsory beginning or end date for the lessons.
3. The school year starts somewhere mid-September and ends at the beginning of July.
4. After the agreed upon lessons have been taken or have been cancelled, the Client has the possibility to buy extra lessons at the price provided in the 5<sup>th</sup> section of article 6.
5. The Client has the possibility to cancel and reschedule a maximum of 1 lesson per 2 months, if he makes his cancellation known to the teacher a minimum of 24 hours before the start of the lesson. The Client can cancel by emailing to the email address of the teacher or by calling, whatsapping or texting to the phone number of the teacher in question. Rescheduling a cancelled lesson happens after consultation and in accordance with the teacher in question.
6. An untimely, or too late, cancellation means the Client loses the right to reschedule this cancelled lesson.
7. The "jaarpakket" can be terminated on behalf of the Client during the school year if the Consumer moves to a place located outside of the Haaglandenregio. Studio MusicalMente can ask for a certificate of registration in the new commune. The Client is obligated to provide this certificate to validate the rightful termination. The Client will be charged a fee of € 7,50 for the termination. The termination goes into force from the first day of the month after the month in which the termination has taken place.
8. Section 6 up to and including section 10 of article 7 apply accordingly to the purchase and the lessons of the "jaarpakket".

## **Article 9 – Requirements for the trial lesson**

1. The trial lesson is to be viewed as not having any connection to the lesson deals.
2. After following a trial lesson, the Client is not obligated to purchase a lesson deal.

3. The purchase of a lesson deal by the Client after following a trial lesson entitles the Client to a one-off discount of €15,- on the purchase of the lesson deal.

## **Article 10 – Illness**

1. During prolonged or grave illness of a student it's possible to postpone the lessons temporarily. In this case, an arrangement will be made for rescheduling or compensating the cancelled lessons. The maximum amount of reschedulable lessons found in article 7 section 5 and article 8 section 5 of these Terms and Conditions does not apply in this instance.
2. In the instance a teacher is ill and a lesson is cancelled because of this, this lesson will principally be rescheduled on a later date. The maximum amount of reschedulable lessons found in article 7 section 5 and article 8 section 5 of these Terms and Conditions does not apply in this instance. If it is not possible to reschedule the lesson in a period of 2 months after the cancellation of the lesson, because of factors which are for the risk of Studio MusicalMente, a restitution of the paid lesson fee will be paid by Studio MusicalMente to the Client.
3. Factors that are for the risk of Studio MusicalMente can be defined as: causes on the side of Studio MusicalMente which make the rescheduling of a lesson within 2 months of cancellation of that lesson impossible.
4. In the case a teacher is ill for a consecutive period of 3 weeks or longer, a replacement teacher will be chosen by Studio MusicalMente. This counts as fulfilling the terms of the Agreement.

## **Article 11 – Right of withdrawal for Consumers**

1. The Consumer is entitled to disband the Agreement, which is a purchase on distance, within 14 days after the purchase has taken place. This can happen without the Consumer giving the reasons for the disbanding (Dutch=ontbinding). Studio MusicalMente can ask the Consumer for the reasons for disbanding, however the Consumer is not obligated to give said reasons.
2. If the Consumer wishes to make use of his right of withdrawal, he gives a notice to Studio MusicalMente within the cooling-off period. The Consumer can do this by making use of the model form for withdrawal or in another clear and unambiguous way.
3. If the withdrawal takes place electronically, Studio MusicalMente sends the Consumer a confirmation that the withdrawal has been received.
4. When there is an Agreement on distance which can be defined as an Agreement to carry out services, the right to withdrawal expires when the following criteria are met:
  - a. The Consumer has agreed that the service will be carried out within the cooling off period;
  - b. The Consumer has agreed to waive his right to withdrawal;
  - c. The service has been fully completed within the cooling off period.
5. If a part of the service has been completed at the moment the right to withdrawal has been invoked, the Consumer is bound to pay for the part of the service that has been completed. The risk and the burden of proof for the just and timely involvement of the right to withdrawal lies with the Consumer.
6. If the Consumer invokes his right to withdrawal, the Agreement is disbanded.

## **Article 12 – Execution of the service**

1. Studio MusicalMente determines the way in which and by which teacher(s) the service will be executed.
2. Studio MusicalMente declares hereby that it takes the wishes of the Client serious while carrying out the service, for as far as this can reasonably be demanded.
3. Studio MusicalMente is entitled to make use of third parties to carry out the services of the Agreement if Studio MusicalMente sees this is in the best interest of the Client. No notification to or explicit consent by the Client is required for making use of third parties.
4. Terms used in the Agreement in which the service needs to be carried out are only a guideline, and not a hard fatal term or deadline (Dutch= fatale termijn). Exceeding the term by Studio MusicalMente therefore does not entitle the Client to disbanding the Agreement. There can only be a hard term or deadline when this is explicitly agreed upon in the Agreement.

## **Article 13 – Intellectual and physical property**

1. All materials, in the broadest interpretation of the word, produced or provided by Studio MusicalMente, are property of Studio MusicalMente.
2. Studio MusicalMente always asks for permission before online or offline materials, like audio or video recordings and pictures, are published by Studio MusicalMente.

## **Article 14 – Liability**

1. Studio MusicalMente is not liable for its errors. This only doesn't apply in the instance there is an attributable shortcoming in the execution of the Agreement, and if there is direct damage (Dutch: schade). The damage is – per event or coherent events – limited to the amount, equal to the compensation the Client is entitled to under the Agreement per year. In no case will the total compensation for direct damage amount to more than the maximum amount of the AVB insurance.
2. An attributable shortcoming is: damage which is the direct result of intent or conscious recklessness from Studio MusicalMente, one of her teachers, managers, staff, helpers or by her used third parties.
3. It is not possible for the Client to personally hold liable managers and everyone working or having worked at Studio MusicalMente through an article 6:162 Bw procedure, for damage originating from or by the execution of the Agreement. In the case of damage resulting from intent or conscious recklessness however, these liable people can be held personally liable, in contradiction to the previous sentence. If the content of this exoneration clause for any reason is not applicable, the people named in this exoneration clause can invoke article 6:257 Bw and therefore make use of all other exoneration clauses present in these Terms and Conditions.
4. Studio MusicalMente is not liable for any loss or damage to goods belonging to the Client or the students.
5. Studio MusicalMente is not liable for indirect damage, including but not being limited to: consequential damage, lost profit, missed savings, mutilations or loss of (company) data and damage because of business stagnation.

6. Studio MusicalMente can not be held liable if the damage is the result of a Force Majeure situation. What is a Force Majeure situation can be found in article 15 of these Terms and Conditions.
7. Studio MusicalMente can not be held liable for damage if the damage is the result of false, incomplete or unreliable data given by the Client.
8. Third persons/parties can not hold Studio MusicalMente liable on any legal base.
9. Outside of in this article present situations, no liability for damage compensation rests on Studio MusicalMente

## **Article 15 – Force Majeure**

1. In the case of a Force Majeure, which includes but is not limited to the following situations: disruptions in telecommunication, war, hindrance in traffic, a labour strike, fires and floods, the passing away of a family member in the 1<sup>st</sup> or 2<sup>nd</sup> degree of a teacher – the execution of the Agreement will be postponed, or the Agreement will be ended. This will occur without there being a duty to compensate. Parties decide on this together two weeks after the emergence of the Force Majeure.
2. A Force Majeure is also present in the case it can not reasonably be asked from Studio MusicalMente, because of the particular conditions of the case, that the execution of the Agreement will be continued.

## **Article 16 – Protection of personal data**

1. For the execution of the Agreement by Studio MusicalMente, it might be necessary to process personal data of the Client. Studio MusicalMente will take care of a fitting security level while processing this data.
2. The processing of personal data will happen in a way that is fitting conforming the Algemene Verordening Gegevensbescherming (AVG).
3. Studio MusicalMente has a Privacy policy which can be seen on the website of Studio MusicalMente. On request of the Client, this Privacy Policy will be sent to the Client by post or email. In the case the Client wishes to receive the Privacy Policy per post, Studio MusicalMente is entitled to charge possible sending costs.
4. In the case that a data leak is discovered at Studio MusicalMente, this will be reported to the Client as soon as possible.
5. An Entrepreneur will at all times be responsible for following the AVG. Studio MusicalMente can never be held liable for costs and damages on the side of the Entrepreneur which originate because of an omission to follow the AVG. Third persons / parties also can not hold Studio MusicalMente liable for these costs.

## **Article 17 – Payments**

1. After the definitive confirmation of the Agreement is sent by us, the Client is obligated to pay the full price of the lessons.
2. The full price, as indicated on the confirmation of order, should be paid no later than on the beginning of the first lesson. When the Client has not paid the full amount on the start of the first lesson, the Client is in default, without a notice of default being necessary. The lesson will be cancelled and the full amount as indicated on the confirmation of order will still be charged on the Client.
3. In contradiction to the previous section, the owed amount for the “jaarpakket” can be paid in three terms of three months, when this is agreed upon by parties in the Agreement. The payment should be made no later than the first day of the

month in which the payment is owed. Studio MusicalMente will charge an amount of € 7,50 for paying in terms.

4. The bank account number of Studio MusicalMente is NL12KNAB0257943641.

## **Article 18 – Complaints**

1. If the Client has a complaint with regards to the by Studio MusicalMente carried out services or the related owed payment, the Client should give notice of this as soon as possible, but in any case, no later than 30 days after the origination of the defect. This complaint notice should be sent electronically or in writing, and with a clear motivation. If the complaint notice is sent in writing this should happen per registered letter.
2. Complaints don't postpone the payment obligation of the Client.
3. Studio MusicalMente will give confirmation to the Client within 36 hours after having received the complaint, that the complaint has been received. Studio MusicalMente will deal with the complaint within 42 days from the moment of confirmation.
4. If the Client does not give notice of the complaint within the prescribed period, he loses all rights related to the complaint.

## **Article 19 – Rest provisions**

1. These Terms and Conditions, together with every Agreement that Studio MusicalMente engages with the Client, are ruled by the Dutch legal system.
2. Disputes will be brought to the primary court (Dutch: "de Rechtbank) of The Hague. Before the court is sought by parties, parties shall do everything possible to solve their dispute without interference of the court.
3. Partial voidness applies to these Terms and Conditions; if a clause in these Terms and Conditions is void, or annulled, this will only annul the clause in question and not the entire Agreement. The clause in question shall be replaced by a clause which is similar to the original clause, as far as origin and scope is concerned.
4. Changes in management or legal form of Studio MusicalMente or the Client do not have any influence on the Agreement or from this Agreement ensuing Agreements.
5. Changes in the Agreement can only occur in writing.
6. Every party carries – for as far as nothing else is agreed upon – their own costs in relationship to the execution of the Agreement.
7. In the case of a dispute in interpretation, where the interpretation of the Dutch version of the Terms and Conditions can differ from the English version, the leading version of these Terms and Conditions is the original Dutch version.