

Terms and Conditions

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Article 1 – Identity of MusicalMente Studio

Name: Studio MusicalMente
Address: Loosduinseweg 699a
Postcode and place of business: 2571 AM The Hague, the Netherlands
Chamber of Commerce number: 73031631
Email address: INFO@STUDIOMUSICALMENTE.NL
Website: studiomusicalmente.nl
hereinafter to be referred to as: 'Studio MusicalMente'

Article 2 – Definitions

In these Terms and Conditions, the following terms, always starting with a capital letter, are used in the following sense.

1. **Offer:** the proposal of Studio MusicalMente to conclude an Agreement.
2. **Acceptance:** a statement of will by the Other Party that the Offer is agreed to and which is addressed to Studio MusicalMente.
3. **Consumer:** a natural person not acting for a purpose related to the activities of his trade, business, craft or profession.
4. **Service(s):** the Music Lessons to be taught by Studio MusicalMente in the context of the Agreement.
5. **Teacher:** the person appointed by Studio MusicalMente to teach the Music Lessons.
6. **Group Lesson:** a Music Lesson taught to more than one Student at a time.
7. **Right of Withdrawal:** the Consumer's right to withdraw from a Distance Contract within 14 days.
8. **Keyboard:** the keyboard leased by Studio MusicalMente to the Other Party within the framework of an Agreement and owned and retained by Studio MusicalMente, including all accompanying products and accessories supplied with it.
9. **Student:** the person, whether or not also being the Other Party, who is to receive the Music Lesson from Studio MusicalMente.
10. **Teaching Package:** a package containing a certain number of Music Lessons that the Other Party can purchase from Studio MusicalMente.
11. **Model Form for Withdrawal:** the Model Form for Withdrawal made available by Studio MusicalMente in the context of a Distance Agreement.
12. **Music Lesson:** a piano or singing lesson or related lesson of 30, 45 or 60 minutes, unless otherwise agreed.
13. **Entrepreneur:** the (legal) person acting for a purpose related to the activities of his trade, business, craft, or profession.
14. **Agreement:** the agreement entered into by Studio MusicalMente and the Other Party. An Agreement is established by Offer and Acceptance.
15. **Distance Agreement:** an Agreement entered into by Studio MusicalMente and a Consumer within the framework of an organised system for the conclusion of agreements at a distance without the simultaneous personal presence of Studio MusicalMente and the Consumer, in which, up to and including the moment of the conclusion of the Agreement, exclusive use is made of one or more means of communication at a distance.
16. **Parties:** both the Other Party and Studio MusicalMente.
17. **Studio MusicalMente:** the user of these Terms and Conditions, hereinafter also referred to as: we, us or our.
18. **Website:** www.studiomusicalmente.nl
19. **Other Party:** a Consumer or Entrepreneur who has entered into an Agreement with Studio Musicalmente or intends to do so.

Article 3 – Applicability

1. These Terms and Conditions shall apply to each Offer, each Agreement and all legal relationships arising therefrom between the Parties. These Terms and Conditions will be sent by us free of charge upon request. These Terms and Conditions can also be viewed on our Website.
2. The Other Party shall be bound by these Terms and Conditions from the moment it has accepted them. This Acceptance may take place in writing or by communication at a distance. It is further assumed that by payment to us, the Other Party is familiar with these Terms and Conditions and has accepted them.
3. With the Acceptance of Studio MusicalMente's Offer, an Entrepreneur explicitly distances himself from the applicability of any of his own terms and conditions.
4. Before reaching an Agreement, the text of these Terms and Conditions shall be made available to the Other Party. If this is not reasonably possible, Studio MusicalMente shall, before the Agreement is concluded, indicate in which way the Other Party can access these Terms and Conditions.
5. If the Agreement is concluded electronically, the text of these Terms and Conditions can be made available to the Other Party electronically. All this in such a way that these Terms and Conditions can be stored on a durable data carrier in the easiest possible way. If this is not reasonably possible, the manner in which the Other Party can access the text of these Terms and Conditions shall be indicated before the Agreement is concluded.
6. If specific product or service terms and conditions apply in addition to these Terms and Conditions, the provisions of those specific terms and conditions – if set out in writing in those specific terms and conditions – shall prevail over the provisions of these Terms and Conditions.
7. These Terms and Conditions shall also continue to apply to legal successors of the Other Party.
8. Studio MusicalMente is entitled to amend these Terms and Conditions (which may also include additions). Changes of minor importance can be made at any time. Other changes do not apply to current Agreements, unless the Other Party has had the opportunity to terminate the Agreement in a regular manner at least one month after the announcement of the change(s) if the Other Party does not agree to the change(s).
9. Obvious mistakes or clerical errors shall not be binding to Studio MusicalMente.
10. All rights and claims stipulated in these Terms and Conditions and in any further Agreements and conditions for the benefit of Studio MusicalMente shall also apply for the benefit of any intermediaries and third parties engaged by Studio MusicalMente.

Article 4 – Creation, duration and termination

1. In principle, an Offer is made without any obligations. The Agreement is created the moment the Other Party has sent the Acceptance of the Offer; however, because the Offer is without any obligations, Studio MusicalMente can still withdraw the Offer, as soon as possible, after it has received the Acceptance. If Studio MusicalMente does not withdraw the Offer and the Agreement has been concluded electronically, it shall confirm the conclusion of the Agreement as soon as possible.
2. Communication at a distance may be used in the Offer and Acceptance process. If this is the case, Studio MusicalMente shall immediately confirm receipt of the Acceptance of the Offer by the same means. In addition, Studio MusicalMente takes appropriate technical and organisational measures to protect the electronic transfer of data and Studio MusicalMente ensures a safe web environment.
3. If the Agreement consists of taking one Music Lesson (which may also include a trial lesson), the Agreement ends after this Music Lesson. If the Agreement involves taking several Music Lessons, the Agreement is deemed to have been entered into for an indefinite period. The Agreement entered into for an indefinite period may be terminated on a monthly basis. Cancellation is therefore subject to one month's notice. Notice of

cancellation by the Other Party must be given by email (info@studiomusicalmente.nl). During the notice period, the Music Lessons will still be offered. If the Student does not attend Music Lessons during the notice period, no refund shall be issued for the Music Lessons that were not attended.

4. As regards the rental of a Keyboard, the relevant Agreement is entered into for an indefinite period of time. This Agreement ends by written notice or notice given electronically, subject to a notice period of one month, on the understanding that if it has been expressly agreed that the Keyboard in connection with taking a Music Lesson more frequently than once a week, the first month's rental is free, the Keyboard can be returned by the Other Party at any time during the first month, after which the Agreement ends immediately.

Article 5 – Teaching Package

1. The Other Party can choose between two Teaching Packages: the Private Lessons and the Group Lessons. The Other Party can choose to switch between these but must notify Studio MusicalMente of this decision one month in advance. The Other Party may also request a one-off trial lesson.
2. Private Lessons consist of weekly Music Lessons of 45 minutes, except during Dutch school holidays.
3. Group Lessons consist of weekly Music Lessons of 60 minutes, except during Dutch school holidays.
4. The trial lesson lasts between 30 and 45 minutes, depending on what the Teacher thinks is best.
5. The Teacher shall assess the Student's needs and recommend the best lesson format.

Article 6 – Prices

1. Weekly Private Lessons of 45 minutes cost €198 per month for Music Lessons for a person who has not yet reached the age of 21, and €240 per month for Music Lessons for someone who has already reached the age of 21.
2. The reference date for the age of the Music Lesson recipient is the time of the first Music Lesson.
3. Package prices are:
 - a) Package of 1 Music Lesson per week: €197
 - b) Package of 2 Music Lessons per week: € 297
 - c) Package of 3 Music Lessons per week: € 397
 - d) Package of 4 Music Lessons per week: € 497

The Music Lessons from a package can be taken on different days or combined on the same day.

4. If a Teaching Package starts on a date other than the first day of the month, the price for the first month shall be calculated pro rata according to the following scale:
 - When starting in the second week of the month, the price due for the first month is 3/4 of the agreed monthly price;
 - When starting in the third week of the month, the price due for the first month is 2/4 of the agreed monthly price;
 - When starting in the fourth week of the month, the price due for the first month is 1/4 of the agreed monthly price.
5. The trial lesson costs €15. If no registration for a Teaching Package takes place immediately after the trial lesson, but it happens later, the Other Party shall owe a €35 registration fee.
6. For the rental of a Keyboard, the Other Party shall owe €25 per month, without prejudice to the provisions of Article 4.4 and unless a different rate has been expressly agreed. In case the rent starts on a day other than the first day of the month, the amount for the first month shall be determined in proportion to the remaining part of the month.
7. Studio MusicalMente reserves the right to change the rates mentioned on the Website, in these Terms and Conditions and which have been made public in any way, on an annual

basis. Price changes do not apply to current Agreements, unless the Other Party has had the opportunity to terminate the Agreement in a regular manner for at least one month after the announcement of the price change if the Other Party does not agree to the price change.

8. All prices mentioned on the Website, in the Offer, in these Terms and Conditions or made public in any way are – unless otherwise stated – inclusive of sales tax (VAT).

Article 7 – Conditions for Group Lessons

1. This article applies to Group Lessons.
2. Group Lessons are held weekly at a time set by the Teacher. The timetable follows the Dutch school calendar.
3. The Agreement relating to Group Lessons is in subscription form for which payment is made monthly. The monthly price is fixed regardless of the number of Music Lessons taken by the Student. Holiday weeks are taken into account in the subscription price.
4. In case the registration takes place when the month has already started, the price shall be calculated according to the number of remaining weeks of the current month.
5. The Other Party can switch to another Group Lesson during the week, having consulted the Teacher to check whether this is possible.
6. If the Student misses a Group Lesson, the Other Party shall not be entitled to any refund or other compensation.
7. The bill for Group Lessons must be paid before the start of the first Music Lesson. If payment has not been received before the start of the first Music Lesson, Studio MusicalMente's obligation to provide the Student with the Music Lesson expires. Studio MusicalMente shall not be obliged to allow the Student to participate in the scheduled Music Lessons until Studio MusicalMente has received payment.
8. A Music Lesson cancelled as a result of the provision of the previous paragraph will not be rescheduled for the Student to attend or participate in afterwards.
9. The cancellation of participation in a Music Lesson does not remove the Other Party's payment obligation in respect of that Music Lesson. There shall also be no compensation otherwise for the cancellation of a Music Lesson as a result of something at the risk of the Other Party.
10. Late fulfilment of the payment obligation for Group Lessons is at the risk of the Other Party.

Article 8 – Conditions for Private Music Lessons

1. This article applies to Private Music Lessons.
2. Private Music Lessons are held weekly at a fixed time. This moment is determined by agreement between the Teacher and the Other Party. Private Music Lessons last 45 minutes. The timetable follows the Dutch school calendar.
3. The Agreement relating to Private Music Lessons is in subscription form for which payment is made monthly. The monthly price is fixed, regardless of the number of Music Lessons taken by the Other Party. Holiday weeks are taken into account in the subscription price.
4. In case the registration takes place when the month has already started, the price shall be calculated according to the number of remaining weeks of the current month.
5. If the Student misses a Music Lesson, he or she can catch up and take this Music Lesson later in the same week that the Music Lesson would have taken place. If this is not possible, the Other Party shall instead receive a 20-30-minute video from the Teacher. The Other Party shall not claim any refund or other compensation.
6. The Other Party must notify the Teacher of the cancellation at least 48 hours in advance so as to be eligible for a catch-up lesson or video. If the Other Party cancels the Music Lesson within 48 hours, he or she forfeits the Music Lesson without compensation. A cancellation can be made by sending an email to the email address of, or making a call to, chatting via WhatsApp or sending a text message to the phone number of the relevant Teacher of Studio

MusicalMente.

7. A Private Music Lesson cancelled late or cancelled in an inappropriate way shall be forfeited.
8. The cancellation of a Private Music Lesson does not relieve the Other Party of its payment obligation for this Music Lesson. Nor shall there be any compensation otherwise for the cancellation of a Music Lesson as a result of something at the risk of the Other Party.
9. The monthly bill for Private Music Lessons must have been paid before the start of the invoiced Music Lessons. If payment has not been made on time, Studio MusicalMente's obligation to provide the Music Lesson shall lapse. Studio MusicalMente shall not be obliged to teach the scheduled Music Lessons until Studio MusicalMente has received payment.
10. Late fulfilment of the payment obligation for Private Music Lessons shall be at the Other Party's risk.

Article 9 – Conditions for trial lesson

1. The trial lesson is separate from the Teaching Packages.
2. After attending a trial lesson, the Other Party is not obliged to enter into an Agreement regarding any of the Teaching Packages.

Article 10 – Sickness

1. In the event of a Student's prolonged or serious illness, it is possible to temporarily suspend Music Lessons. In that case, arrangements shall be made to reschedule or refund the missed Music lessons. The arrangements for catching up on the Music Lessons referred to in Article 8 do not apply in this case.
2. In case a Teacher is ill and a Music Lesson is therefore cancelled, it shall in principle be rescheduled at a time to be determined for the student to catch up on his studies. If it is not possible to choose a time for a catch-up lesson within two months, because of factors attributable to Studio MusicalMente, the fees paid for those Music Lessons shall be refunded.
3. Factors attributable to Studio MusicalMente include: a cause on the part of Studio MusicalMente that makes scheduling a catch-up lesson within two months of the Music Lesson being cancelled impossible.
4. In case a Teacher is ill for a consecutive period of more than three weeks, a replacement Teacher shall be appointed. In doing so, Studio MusicalMente fulfils its obligations under the Agreement.

Article 11 – Consumers' Right of Withdrawal

1. The Consumer has the right to withdraw from a Distance Agreement up to 14 days after its conclusion without giving any reasons. Studio MusicalMente may ask the Consumer for the reason(s) for his withdrawal, but the Consumer is not obliged to state these reason(s).
2. If the Consumer wishes to make use of their Right of Withdrawal, they shall notify Studio MusicalMente within the withdrawal period by means of the Model Form for Withdrawal or in another unambiguous manner.
3. Studio MusicalMente shall send the Consumer a confirmation of receipt if the withdrawal took place electronically.
4. Execution of the Service or delivery of the Keyboard within the 14-day withdrawal period shall only take place at the express request of the Consumer.
5. If the Service has been fully provided within the 14-day withdrawal period and the end of the Agreement therefore takes place within these 14 days, the Right of Withdrawal expires if all three of the following conditions are met:
 - a. The Consumer has agreed that Studio MusicalMente will begin providing the Service within the 14-day withdrawal period;
 - b. The Consumer has declared to waive his Right of Withdrawal;
 - c. The Service was delivered in full within the withdrawal period.

6. If part of the Services has already been provided or part of the rental period has elapsed at the time of invoking the Right of Withdrawal, the Consumer shall be obliged to pay in proportion to the Services already provided or the elapsed part of the rental period. The risk and burden of proof for the correct and timely exercise of the Right of Withdrawal lies with the Consumer.
7. Any (partial) refund shall be made within 14 days after the Consumer has exercised the Right of Withdrawal in accordance with the provisions of paragraph 2.

Article 12 – Performance of the Services

1. Studio MusicalMente shall exclusively determine the manner in which and by which Teacher(s) the Agreement shall be executed.
2. Studio MusicalMente hereby declares that when performing the Services, it shall take into account the wishes of the Other Party, insofar as this can reasonably be expected.
3. Studio MusicalMente is entitled to engage third parties in the execution of the Agreement if it deems this desirable in the interest of the Other Party or Student
. The engagement of third parties does not require notification to or explicit consent of the Other Party.
4. Deadlines specified in the Agreement within which the Services are to be performed are only to be considered as guidelines and time shall never be of the essence in this respect. Therefore, if the term is exceeded by Studio MusicalMente, there shall be no ground for dissolution of the Agreement.

Article 13 – Conditions for Keyboard rental

1. Delivery of the Keyboard takes place on location at Studio MusicalMente. Duration and termination of the Agreement are subject to Article 4.4.
2. The Other Party shall owe the expressly agreed deposit. The deposit must be paid at the start of the Agreement before Studio MusicalMente is obliged to deliver the Keyboard to the Other Party.
3. The Other Party declares to have received the Keyboard in the condition in which the Keyboard was delivered to it. Except for normal wear and tear, the Other Party, during the period that the Keyboard is at its disposal, shall keep the Keyboard in the condition in which the Keyboard was delivered to it. By entering into the Agreement, the Other Party declares to be familiar with the operation of the Keyboard and acknowledges that the Keyboard fulfils the purpose for which it rents the Keyboard.
4. The Other Party shall only use the Keyboard in accordance with its intended use. The Keyboard may only be used for personal purposes.
5. The Other Party shall take care of the Keyboard as a good renter. The Other Party shall at all times be obliged to give Studio MusicalMente or a person authorised by the studio free access to the place where the Keyboard is located, in order to have the condition of the Keyboard inspected.
6. If Studio MusicalMente provides the Other Party with instructions concerning the use of the Keyboard, the Other Party is obliged to follow these instructions strictly.
7. The Other Party is not allowed to rent out the Keyboard or otherwise give it in use to third parties. Any waiver or transfer of use of the Keyboard, in whole or in part, free of charge or for consideration or otherwise, is not permitted. Without prejudice to the provisions in the previous sentence, the Other Party shall in any case bear the responsibility and risk vis-a-vis Studio MusicalMente for the behaviour of the person(s) to whom the Other Party may have transferred or granted the actual control over the Keyboard in whole or in part, for any period of time.
8. If during the rental period a malfunction or defect occurs in or on the Keyboard, the Other Party shall report this immediately to Studio MusicalMente. The Other Party is not permitted to remedy defects or malfunctions and/or make repairs to the Keyboard. If faults or defects in or of the Keyboard are not reported to Studio MusicalMente immediately or at all, the Other Party

shall be, without prejudice to the provisions in the rest of these Terms and Conditions, fully liable for the damage resulting therefrom.

9. In case of theft or loss of, or damage to the Keyboard, the Other Party is obliged to immediately inform Studio MusicalMente. Furthermore, in case of theft or loss or in case of uninsurable risks of damage caused in situations of public unrest, the Other Party shall immediately report this to the police of the municipality where the theft, loss or damage occurred and shall immediately send a copy of this report to Studio MusicalMente. If the Other Party fails to comply with the obligations mentioned in this paragraph, it is, without prejudice to the provisions of the rest of these Terms and Conditions, obliged to compensate Studio MusicalMente for all damage to Studio MusicalMente resulting from the aforementioned events.
10. In case of loss, disappearance, alienation, theft or misappropriation of the Keyboard, the Other Party is obliged to compensate the replacement value of the Keyboard, without prejudice to the other rights accruing to Studio MusicalMente.
11. The deposit paid by the Other Party shall be set off against the claims of Studio MusicalMente against the Other Party.

Return and damage

12. The return of the Keyboard shall take place no later than the day and time the Agreement ends, at Studio MusicalMente's location. In case of a late return, the Other Party shall owe a fine of 200% of the rental rate per 24 hours for the items concerned until the day of return, all this without prejudice to Studio MusicalMente's right to claim full compensation, including the costs of retrieving the Keyboard (or having it retrieved) and possibly having to hire items from an external party in order to fulfil obligations towards other renters.
13. Until the Keyboard has actually been made available again to Studio MusicalMente after the Agreement has ended, all risk of loss of and damage to the Keyboard – except for normal wear and tear – shall be for the account of the Other Party, also insofar as the Keyboard, whether or not with the permission of Studio MusicalMente, may actually be wholly or partially under the control of a third party. If the Keyboard, barring normal wear and tear, is returned to Studio MusicalMente in a lesser condition than that in which it was made available to the Other Party at the start of the rental, the Other Party shall be liable for all repair and restoration costs incurred by Studio MusicalMente, without prejudice to Studio MusicalMente's right to claim loss of rent and compensation for any other damage.
14. If Studio MusicalMente does not immediately check the Keyboard for damage upon its return, Studio MusicalMente will still do so within 72 hours after the return. Damage in connection with any defects of the Keyboard found for which the Other Party is liable under these Terms and Conditions shall be at the expense of the Other Party. If no damage is found for which the Other Party would be liable, the deposit shall be refunded in full.

Article 14 – Intellectual and Physical Property

1. All materials produced or made available by Studio MusicalMente in the broadest sense of the word are the property of Studio MusicalMente. This includes Keyboards.
2. Studio MusicalMente always seeks prior permission before publishing online or offline materials, such as audio or video recordings and photographs.

Article 15 – Liability

1. Studio MusicalMente is not liable for mistakes made by it. This is different only if there is an attributable shortcoming in the performance of the Agreement and there is direct damage. The damage
- per event or related events – is limited to an amount equal to the fees payable per year by the Other Party under the Agreement. Under no circumstances shall the total compensation for direct damage exceed the maximum amount of the AVB insurance (Third Party Liability Insurance for Companies).
2. An attributable shortcoming is understood as: damage which is the direct result of intent or deliberate recklessness of Studio MusicalMente, one of its Teachers, directors, employees,

- agents/assistants or third parties engaged by the studio.
3. It is not possible for the Other Party, through a personal liability claim pursuant to Book 6 Article 162 of the Dutch Civil Code, to hold director(s) and anyone who works or worked for Studio MusicalMente liable for damage caused during, or as a result of, the execution of the Agreement. However, these persons can be held liable for damage caused by intent or deliberate recklessness. If the provisions of this exoneration clause do not apply for any reason, the persons named in this exoneration clause may invoke Book 6 Article 257 of the Dutch Civil Code and may therefore use all other exoneration clauses mentioned in these Terms and Conditions.
 4. Studio MusicalMente shall not be liable for loss of or damage to items of the Other Party and Students.
 5. Studio MusicalMente is not liable for indirect damage, including consequential damage, loss of profit, missed savings, corruption or loss of (business) data and damage due to interruption of business operations.
 6. Studio MusicalMente cannot be held liable if the damage is due to force majeure. What constitutes force majeure is set out in Article 16.
 7. If damage has been caused by incorrect, incomplete or unreliable information provided by the Other Party, Studio MusicalMente is not liable for this damage.
 8. Third parties cannot hold Studio MusicalMente liable on any legal basis.
 9. With the exception of the situations mentioned in this article, Studio MusicalMente shall not be liable at all for compensation.

Article 16 – Force Majeure and Dissolution

1. In case of force majeure, which in any case includes – but is not limited to – telecommunication failures, war, blocked transport routes, strike, fire and floods, death of a Teacher's family member in the 1st or 2nd degree, the execution of the Agreement shall be suspended or, if performance has become permanently impossible, the Agreement shall be terminated. All this without any obligation to pay damages.
2. Studio MusicalMente is entitled to dissolve all or part of the Agreement if, based on special circumstances of the case, Studio MusicalMente cannot reasonably be required to continue the execution of the Agreement. This is the case, among other things, if during Music Lessons a Student misbehaves in such a structural way that even after consultation with the Student and/or his parent or legal representative, the desired improvement does not materialize.

Article 17 – Protection of personal data

1. For the execution of the Agreement by Studio MusicalMente, it is necessary to process personal data. Studio MusicalMente shall ensure an appropriate level of security when processing this data.
2. The manner in which personal data is to be processed shall be in accordance with the General Data Protection Regulation (GDPR).
3. Studio MusicalMente has a privacy policy, which can be consulted on the Website. At the request of the Other Party, this privacy policy can be sent to it by email or by post. In case the Other Party wishes to receive the privacy policy by post, Studio MusicalMente may charge any postage.
4. If a data breach is discovered at Studio MusicalMente, this shall be announced to the Other Party as soon as possible.
5. An Entrepreneur remains personally responsible for complying with the GDPR at all times. Costs and financial losses on the part of the Entrepreneur caused by non-compliance with the GDPR can never be recovered from Studio MusicalMente. Nor can third parties recover such costs and financial losses from Studio MusicalMente.

Article 18 – Payments

1. After we have sent a final confirmation of the Agreement to provide Music Lessons and/or rent out a Keyboard against payment, the Other Party is obliged to pay the agreed price.
2. Payments are made by direct debit. The Other Party shall provide Studio MusicalMente with a SEPA authorisation for this purpose. Payment should be made at the time the bank has been instructed to effect payment.
3. If the direct debit authorisation is withdrawn or in case a payment is reversed, the payment should still be made by bank transfer, within the term specified by Studio MusicalMente on the relevant invoice. In case of wrongful reversal of a payment, Studio MusicalMente is entitled to charge the Other Party €7.87 (including VAT) (€6.50 including VAT) per wrongful reversal.
4. If payment is not made on time, the Other Party shall automatically be in default and Studio MusicalMente shall be entitled to suspend further execution of the Agreement with immediate effect. From the day that the Other Party is in default, the Other Party shall owe the then applicable statutory (commercial) interest on the outstanding amount.
5. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Other Party, shall be borne by the Other Party.
6. In deviation from the provisions in the previous two paragraphs, Studio MusicalMente shall not charge a Consumer for extra costs due to late payment until at least 14 days have passed since a payment reminder was issued by Studio MusicalMente to that effect, indicating that extra costs shall be charged after the expiry of that period. However, the costs referred to in paragraph 3 may also be charged within this 14-day period. Furthermore, in connection with the application of the provisions of paragraph 5, the provisions of the Wet Incassokosten (Dutch Collection Costs Act) shall not be deviated from to the detriment of the Consumer.

Article 19 – Complaints

1. If the Other Party has a complaint regarding the execution of the Agreement by Studio MusicalMente or the related invoiced amount, this complaint should be reported to Studio MusicalMente as soon as possible, in writing or electronically, with a clear motivation, but in any case within 30 days after the discovery of the alleged shortcoming.
2. Complaints do not suspend the Other Party's payment obligation, unless mandatory law for the benefit of the Consumer prevents this.
3. Studio MusicalMente shall inform the Other Party that the complaint has been received within 36 hours of its receipt. From then on, Studio MusicalMente shall resolve the complaint within 42 days.
4. If the Other Party does not make a complaint known to Studio MusicalMente within the term set therefor, all rights in this respect for the Other Party shall expire.
5. If a Consumer's complaint, in the context of a Distance Agreement, cannot be resolved by mutual agreement, the Consumer may submit the dispute to the Dispute Resolution Board via the ODR platform (ec.europa.eu/consumers/odr/).

Article 20 – Other provisions

1. These Terms and Conditions, the Agreement and all legal relationships arising therefrom between the Parties shall be governed by Dutch law.
2. Disputes shall be submitted to the District Court of The Hague. However, a Consumer is entitled to choose the competent court within one month after Studio MusicalMente has announced in Writing that it wishes to litigate before the judge it has designated. Before resorting to the courts, the Parties shall make every effort to resolve the dispute without recourse to the courts.
3. These Terms and Conditions are subject to partial nullity; if any provision of these Terms and Conditions is null and void or nullified, this shall only affect the relevant provision and not the entire Agreement. In addition, the relevant provision shall be replaced by a

provision in line with the origin and scope of the void or voidable provision.

4. Changes in management or the legal form of Studio MusicalMente or the Other Party do not affect the Agreement or the legal relationships between the Parties resulting from it.
5. Amendments to the Agreement shall only be agreed in writing.
6. Each Party shall – unless otherwise agreed – bear its own costs in relation to the performance of the Agreement.

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