

**General Terms and Conditions of Global Music School / Global Music Academy GmbH**  
**- Participants contracts -**

04/2021

### **1. Scope**

These general terms and conditions apply to the contractual relationship between the Global Music School, legal owner: Global Music Academy GmbH, Wildenbruchstr. 80, 12045 Berlin, hereafter called GMS, and the participant of the lesson or his / her legal representative.

### **2. Lesson times**

Lessons take place continuously throughout the year at arranged times and on a weekly basis, unless otherwise arranged. Exceptions to this are the school holidays of the State of Berlin and public holidays, which are generally free of lessons. Deviating from this regulation, the module group courses take place on fixed dates.

### **3. Location**

The lessons take place in the rooms of GMS: Wildenbruchstr. 80, 12045 Berlin. The GMS reserves the right to move lessons to other rooms if necessary.

### **4. Delay or cancellation by the participant**

4.1. The participant is obliged to appear on time for the arranged lesson. If the participant is late, the teacher is entitled to cancel the lesson after a 15-minute waiting period.

4.2. The participant is also obliged to inform the teacher of the cancellation of a lesson as soon as possible, but at the latest 24 hours before the arranged lesson date. If the cancellation is not made within the deadline, the teacher is entitled to cancel the lesson without replacement.

### **5. Cancellation of lessons**

5.1. Lessons that are missed by the participant will not be refunded. There is no right to claim compensation for missed lessons; it is at the discretion of the teacher to offer alternative dates. In case of a longer illness of the participant, i.e. three weeks or more, the contract can be paused if a medical certificate is submitted in time. During this time no course fees are due. The contract period is extended after resumption of the course by the time of the contract break.

5.2. If a lesson is cancelled by the teacher, due to illness or other reasons (tour, etc.), the lessons not given will be made at a later date. Lessons that are cancelled will be made up for within two months according to time and space possibilities and in agreement with the participant; exceptions to this are the school holidays of the State of Berlin and public holidays. Should the teacher not be able to offer suitable dates due to a longer absence, GMS will determine an equivalent replacement with another teacher. If no equivalent replacement can be found, the fees already paid for cancelled lessons will be refunded to the participant.

### **6. Notification obligation in the event of changes to personal data relevant to the contract**

The participant is obliged to inform the school immediately of any change of name, postal address, telephone number, e-mail address and bank details.

### **7. Liability**

The GMS is not liable for any damage or loss of objects or valuables belonging to the participant. No liability is accepted for damage during the lessons or on the way to and from the lessons. The participant himself or, in the case of minors, his legal guardians are liable for damage caused by the participant himself or the accompanying person to equipment, instruments and other teaching material or property belonging to other persons.

### **8. Termination without notice of the contract**

In the event of gross breaches of the contract or recurrent breaches of the house rules of GMS, or in the event of behaviour which impairs or repeatedly disrupts the regular operation of the GMS or violates the personal rights of teachers, participants or visitors to the GMS, the GMS is entitled to terminate the contract without notice.

### **9. Data privacy**

The GMS processes personal data in accordance with the German General Data Protection Regulation (DSGVO) and in compliance with the Federal Data Protection Act (BDSG). Detailed information on data protection can be found in the Data Privacy Declaration.