

General Terms and Conditions of Global Music School / Global Music Academy GmbH
- 10-Lesson-Card -

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. Contractual object

The 10-lesson-card includes ten lesson units. The card is not transferable and is only valid for the contractual lesson units with a teacher.

3. Validity period

The 10-lesson-card has a validity period of six months. The validity period begins on the contract start date. Lesson units not taken within the validity period expire without replacement.

4. Lesson times

a) In the case of the 10-lesson-card for private lessons, the dates of the lessons are freely arranged between the participant and the teacher.

b) In the case of the 10-lesson-card for group lessons, the lessons take place at fixed times and within certain group courses.

5. 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.

6. Delay or cancellation by the participant

6.1. 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. In this case, the lesson expires without replacement.

6.2. 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 lesson will be cancelled without substitution. In this case, the lesson unit will expire without replacement.

7. Cancellation of lessons

If an arranged 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. 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 validity period of the 10-lesson-card will be adjusted accordingly or the fees already paid for cancelled lessons will be refunded proportionally to the participant.

8. 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.

9. 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.

10. 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.

11. 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.