

## GENERAL CONDITIONS ARTS CENTRE DE KOM

### **1. WHAT DO THE TERMS MEAN?**

- 1.1 **General Conditions**: these general conditions.
- 1.2 We make a distinction between a course and an annual course:
  - a. **Course**: a course for a duration of less than 35 weeks of lessons.
  - b. **Annual Course**: a course for a duration of 35 weeks of lessons.
- 1.3 **Course Fee**: the fee owed by the Student/Course Participant for participating in the Course or the Annual Course.
- 1.4 **Course Year**: the course year runs concurrently with the school year of the Midden-Nederland region.
- 1.5 **Student**: any natural person up to the age of 21, who has registered for one or more Annual Courses of instrumental lessons or singing lessons.
- 1.6 **Course Participant**: any natural person up to the age of 21, who has registered for one or more other Annual Courses or Courses
- 1.7 **DE KOM**: the foundation "Stichting DE KOM, stadstheater en kunstencentrum".

### **2. APPLICABILITY**

#### 2.1.

Unless otherwise specified, the General Conditions apply to all agreements DE KOM enters into with a Student regarding a Course or Annual Course, including any offers and renewals.

#### 2.2.

Deviations from these General Conditions are valid only if agreed in writing.

### **3. REGISTRATION**

#### *3.1 Registration*

Registration for a Course or Annual Course at DE KOM can be done online at [educatie.dekom.nl](http://educatie.dekom.nl) or through the registration form, available at the front desk. If a Student or Course Participant is under the age of 18, the registration must be done by their legal representative. When signing the registration form (including digitally), DE KOM assumes that the person registering is authorised to enter into the agreement.

#### *3.2 Automatic extension of instrumental lessons and singing lessons*

The Annual Course of instrumental lessons and singing lessons will be automatically renewed. If you do not wish to renew your Annual Course, please let us know before the end of the expiring Course Year. For the other Annual Courses and Courses, you always register again, even if several series of a Course are given in one Course Year.

#### *3.3 Punch card*

For Students ages 6 and up, there is a punch card. With this card, you buy 300 minutes that you can use as you wish within the current season. You need to agree on lesson dates and times with the teacher. The punch card cannot be terminated mid-term or converted to another type of lessons. Refunds will not be given. After using the 300 minutes you can, of course, take more lessons. The punch card can only be used for instrumental and singing lessons.

#### *3.4 Placement*

Have you signed up for instrumental lessons or singing lessons? If so, the teacher will contact you about a week before the Course Year begins.

Do you register during the Course Year? If so, the teacher will contact you as soon as possible. The lesson day and time will be determined in consultation with the teacher. Placement for duo or trio lessons is subject to the possibility of forming a suitable duo or trio (age and level are decisive). For all Courses and Annual Courses, you will receive information about the start of the Course or Annual Course about a week before it starts. Placement for all Courses and Annual Courses is subject to availability and the number of registrations. If it turns out that a Course or Annual Course is full or if there is a lot of interest in an

instrument, you will be placed on a waiting list or an alternative will be sought in consultation.

### *3.5 Trial lesson*

You can take a trial lesson if you are not yet sure what you want. A trial lesson is the first lesson of the Course or Annual Course. If after the trial lesson, you decide not to start the Course or Annual Course, the trial lesson will be free. If you do decide to start the Course or Annual Course, the trial lesson will count as the first lesson taken.

You can sign up for a trial lesson using the form at [educatie.dekom.nl](http://educatie.dekom.nl). We allow a maximum of 2 trial lessons per person.

A trial lesson for short Courses is not possible.

### *3.6 Minimum age for instrumental lessons*

Almost all instruments are suitable from about 6 years of age, depending on the child's build and motor development. Of course, the instrument must be playable. For example, with wind instruments, it is important that the front teeth have been replaced. It is also important that children are stimulated at home and given the space to practice.

## **4. RATES**

### *4.1 Rates*

The fees are listed in the course descriptions. Before the end of the expiring Course Year, DE KOM will announce the fees for the upcoming Course Year via [educatie.dekom.nl](http://educatie.dekom.nl).

In the event of late registration, the Course Fee will be calculated pro rata.

### *4.2 Not included*

The Course Fee does not include the following costs (unless otherwise noted):

- purchase or rental of musical instruments;
- purchase of books, CDs, DVDs;
- purchase of special clothing;
- instrument supplies, for example, saxophone straws;
- additional use of materials.

## **5. PAYMENT**

### *5.1 Invoice*

After placement, you will receive a digital invoice from DE KOM.

### *5.2 Payment method*

There are two options for paying the invoice:

Option 1: Direct debit collection.

If the total invoice amount is €150 or more, payment can be made in three monthly instalments, if desired. The one-time administration fee for this is €7.50.

If the total invoice amount is €500 or more, payment can also be made in seven monthly instalments, if desired. The one-time administration fee will then be €10.

Payment in instalments will take place on a direct debit basis. The amount will be debited around the 25th of consecutive months. The costs arising from late payment will be borne entirely by the payer. If the payment options do not suit your personal situation, please contact DE KOM at [educatie@dekom.nl](mailto:educatie@dekom.nl).

Option 2: One-time payment.

You transfer the invoice amount yourself. The amount due must be transferred to DE KOM all at once within 30 days of the invoice date.

### *5.3 Payer*

When enrolling, you can specify whether the Student makes the payment themselves or someone else (for example, a parent or other family member). The payer must be at least 18 years old.

## **6. DISCOUNT SCHEMES**

### *6.1 Stadspas*

For holders of a Nieuwegein Stadspas (*city pass*), DE KOM offers special rates. Children and young people up to the age of 21 can participate in Annual Courses in music (20-minute individual lessons), singing, dance, theatre and musical for €75. On the registration form you can indicate that you want to use the

Stadspas (attach copy). After that, the registration becomes final. For all offers and the General Conditions of the Stadspas, please visit [Nieuwegein Stadspas](#).

The discount cannot be combined with other discounts.

#### *6.2 Family discount*

If several children (up to 21 years old) from one family take an Annual Course, DE KOM gives a discount on the Course Fee. Each second and subsequent child automatically receives a discount of €35.

The discount cannot be combined with other discounts.

#### *6.3 Quantity discount*

When one Student or Course Participant takes multiple Annual Courses, DE KOM provides a discount on the Course Fee. For a second and any subsequent Annual Course, you will automatically receive a discount of €35 (per Annual Course). The discount cannot be combined with other discounts.

More information about the discount schemes can be requested via [educatie@dekom.nl](mailto:educatie@dekom.nl). Said discount schemes as well as occasional discounts cannot be combined.

### **7. GENERAL INFORMATION ON LESSONS AND COURSES**

#### *7.1 Timetable*

For instrumental lessons and singing lessons, the following applies:

- Lessons are given according to the agreed schedule; change of lesson day or lesson time takes place in consultation and with the permission of the teacher.
- DE KOM follows the school holidays of the Midden-Nederland region as much as possible. However, not all schools use the same holiday schedule, so not all holidays are at exactly the same time. This is especially the case around the May holidays. You can find the school holidays and public holidays observed by DE KOM at [educatie.dekom.nl](http://educatie.dekom.nl).

#### *7.2 Cancellation of Annual Courses*

If three or more lessons per season are cancelled by DE KOM, you will be entitled to a replacement lesson for those lessons. If this replacement is not possible, you will be entitled to a refund of the Course Fee for the lessons not attended, with the exception of the first two lessons. Registration and settlement thereof will be done by DE KOM - you do not have to take any action yourself.

#### *7.3 Cancellation of other courses*

For all other courses, the number of lessons per season is indicated. If one or more lessons are cancelled, the end date of the activity in question will be postponed in such a way that the entire lesson programme can be carried out. In the event of long-term absence, a replacement teacher will be sought. If, due to DE KOM's actions, the number of lessons is less than indicated, the difference will be refunded.

#### *7.4 Cancellation*

If you cannot attend a lesson you must notify your teacher as soon as possible. Your teacher will make sure you receive his or her contact information. Cancellation does not entitle you to a refund of the Course Fee or to take an extra lesson.

### **8. CANCELLATION OR MODIFICATION BY DE KOM**

#### *8.1*

DE KOM reserves the right to cancel a Course or Annual Course if there is insufficient interest. You will be informed thereof in a timely manner. If you have already paid, the Course Fee will be refunded.

#### *8.2*

DE KOM reserves the right to make any programme changes deemed necessary or to engage teachers other than those listed in the brochure or on the website. In all these cases, you will of course be informed in a timely manner.

### **9. CANCELLATION BY THE STUDENT**

*9.1* If you wish to cancel the Course or Annual Course mid-term, the following conditions apply:

### Annual Course

- Free cancellation is possible up to three weeks before the start of the first lesson.
- If you cancel mid-term before 1 December of the current Course Year, you will pay 50% of the agreed price.
- If you cancel mid-term before 1 March of the current Course Year, you will pay 80% of the agreed price.
- If you cancel mid from 1 March of the current Course Year, you will owe the full Course Fee.

### Other courses

- Free cancellation is possible up to three weeks before the start of the first lesson.
- If you cancel later, you will owe the full Course Fee.

### 9.2

To cancel or prematurely terminate a Course or Annual Course, please send an email to [educatie@dekom.nl](mailto:educatie@dekom.nl). The date of receipt by DE KOM will count as the cancellation date.

### 9.3 *Temporary discontinuation of a course*

In the event of illness or an accident that prevents the Student or Course Participant from attending lessons for more than two months, the lessons may be temporarily discontinued in consultation with the course administrator and the payment obligation for this term will lapse.

## **10. EXCLUSION FROM PARTICIPATION**

DE KOM may decide to deny a Student or Course Participant access to the Course or Annual Course, for example in the event of non-payment or misconduct. In such an event, the obligation to pay the Course Fee will remain in force.

## **11. LIABILITY**

### 11.1

DE KOM is not liable for theft of, damage to, or disappearance of property and goods of Students/Course Participants.

Not excluded is DE KOM's liability for damage resulting from wilful intent or gross negligence on the part of DE KOM.

### 11.2

Despite the great care with which the information on the website is compiled, DE KOM is not liable for any damage resulting from inaccuracies and/or outdated information. No rights can be derived from the publication of Course Fees, names of teachers, times and content of a Course or Annual Course.

## **12. FORCE MAJEURE**

### 12.1 *When does force majeure apply?*

Force majeure applies when DE KOM is prevented (in whole or in part) from fulfilling its obligations and fulfilment cannot reasonably be required of it, due to a circumstance that is not DE KOM's fault or cannot be attributed to it. In addition to Section 6:75 of the Dutch Civil Code, force majeure applies in the event of: power failures, computer viruses, failure of or disruptions to Internet and/or telecommunication connections and/or digital networks, failures or breakdowns of technical equipment used in activities such as cameras or microphones, non-performance by suppliers or third parties engaged by DE KOM, strikes and work interruptions by personnel (whether hired or not), terrorist attacks, fire, explosions, extreme climate conditions such as floods, as well as emergency situations or disasters and other exceptional circumstances such as a virus outbreak (or the consequences thereof), epidemic or pandemic, as well as any other situation over which DE KOM cannot exercise (decisive) control.

### 12.2 *Consequences of force majeure*

In the event of force majeure, DE KOM will notify you as soon as possible. In the event of force majeure, DE KOM may suspend its obligations for as long as it is unable to meet them. In addition, DE KOM can choose to give an alternative interpretation to the activity and/or to combine activities, for example by:

- moving the activity to another date and/or time;
- moving the activity to another location;
- having the activity conducted online or in hybrid form;
- designating another teacher.

### 12.3 *No right to compensation*

In the event of force majeure, DE KOM is not obliged to compensate for any loss or damage, even if DE KOM enjoys any advantage as a result of the force majeure situation.

### **13. PRIVACY**

#### *13.1 Privacy statement*

DE KOM processes personal data in the performance of the agreement. DE KOM's privacy statement applies to the processing of personal data. This privacy statement can be found at [education.dekom.com/privacy](https://education.dekom.com/privacy).

#### *13.2 Visual material*

During a Course or Annual Course, photos or videos may be taken of Students/Course Participants for informational and publicity purposes. On the online or paper registration form you can indicate any objections thereto. If you want to change this at a later time, you can always let us know by email at [educatie@dekom.nl](mailto:educatie@dekom.nl).

### **14. CHANGES CLAUSE**

DE KOM reserves the right to amend these General Conditions at any time in response to policy or socio-economic developments. In this case, DE KOM will inform the Student/Course Participant of the adjustments in a timely manner. There will be at least one month between this notification and the effective date of the amended conditions. Do the adjustments result in receiving a performance that is substantially different from the original performance? If so, you may terminate the agreement with DE KOM as from the date the modified conditions take effect.

### **15. CONCLUDING PROVISIONS**

#### *15.1*

All legal relationships between Student/Course Participants and DE KOM are governed exclusively by Dutch law.

#### *15.2*

If any provision of these General Conditions is invalid, the other provisions will remain in full force and effect. DE KOM and the Student/Course Participant will by mutual agreement replace the invalid provision with a provision that differs as little as possible in content and purport from the original provision.