

G. F. Handel Music Academy

at St. George's British International School Cologne

Lesson contract

Between the G. F. Handel Music Academy and the following pupil:

Name: _____ Date of birth: _____

Instrument: _____ School grade _____

Legal representative (guardian): _____

First name(s), Surname: _____

Street: _____

Postal code, city: _____ Tel: _____

E-MAIL: _____

Mobile Tel.: _____

Duration of lesson: ☐ 30 min. ☐ 45 min. (please choose one of the following options)

The annual fees are to be paid in twelve equal monthly instalments, as mentioned in the contract terms. The payment is to be effected by direct debit. The above mentioned parties conclude the teaching contract in agreement with the contractual conditions found on the reverse side. (page 2/2)

X _____

Date, Signature

X _____

Date, Signature of the music school

Direct debit

I hereby authorize the G.F. Handel Music Academy GbR, until revoked, to deduct my due lesson fees by direct debit (SEPA) monthly (on the eighth of the current month) from the following current account:

Account holder: _____

IBAN : _____

BIC code (SWIFT): _____

Bank: _____

If the account does not contain sufficient funds, the bank which holds the account is not obliged to transfer the fees. The costs or fees relating to the re-booking due to insufficient funds being available are to be borne by the payer. A charge of €10 is raised for the processing of a re-booking.

X _____

Date, Signature of the account holder

*Please sign this contract and return it to us promptly or hand it in to the St. George's School Office.
You will receive a signed copy of the contract from us by post.*

G. F. Handel Music Academy GbR, Nibelungenweg 21, 50996 Cologne,
Telephone: 0163 211 5577 (Mrs. Yoo Soon Lee), 0178 298 6874, (Mr. Teemu Myöhänen),
Fax 03212 2986874, E-Mail: g.f.handelmusicacademy@gmail.com
[Homepage: www.gfhandelmusicacademy.com](http://www.gfhandelmusicacademy.com)

G.F. Handel Music Academy**Contract Terms:**

General: The following conditions for instrument lessons apply exclusively. Subsidiary agreements, amendments and additions to these terms of participation are to be made in writing. This clause requiring the written form may also only be changed or rescinded in writing. Should individual provisions or partial provisions become invalid the valid provisions continue to be effective. The respective current contractual provisions are considered to have been agreed. Amendments are to be notified promptly to the parties to the contract without request. The lessons take place in the premises of St. George's British International School in Cologne. The length of the lessons is based on the agreed times.

School and public holidays are coordinated with St George's British International School. If the regular school lessons at St. George's British International School do not take place due to school or public holidays or for any other reason no instrument lessons take place. The Assessment Weeks and Exams Weeks of St. George's British International School are an exception to this. The teachers are not restricted in regard to their lesson concept.

Non-fulfilment: If a student is unable to attend a lesson there is no right to a reduction in or a repayment of fees. The Assessment Weeks of St. George's British International School are an exception to this. Substitute lesson will be offered for lessons which cannot take place due to the Assessments. Lessons which do not take place due to the indisposition of the teacher will also be postponed or performed by a replacement teacher.

Lesson fees: Payment is only to be effected by direct debit to the account of the G. F. Handel Music Academy. A lesson lasts 45 or 30 minutes. The annual fees are to be paid in twelve monthly instalments of €125 for 45 min. lessons and €95 for 30 min. lessons (see footnote 1 Discounts,). Payment is to be effected by direct debit. The lesson fees are to be paid in advance on the eighth day of each month. This also applies to the holidays. The party to the contract will not receive a special invoice for each transaction. A one-off enrolment fee of €20 is payable. The party to the contract has the right to pay the lesson fees for several months in advance. Should a direct debit not be accepted a processing charge of €10 becomes payable in addition to any bank charges. The party to the contract will be informed of any increase in/adjustment to fees promptly. Notification of the changes to the current lesson fees will suffice. The party to the contract has a special right of cancellation should the adjustment take place within a calendar year.

Copy licence fee: For all instrumental subjects incl. singing and band coaching, the fee for a copy licence applies. The fee for the copying licence is included in the tuition fee. The fee is paid by the music school to GEMA within the framework of a copying licence agreement.

Location of lessons: St. George's British International School. The day and times of lessons will be agreed in consultation with St. George's School Faculty

Duration and termination: The contract is concluded for an indefinite period. There is a two-week trial period commencing with the first lesson. The contract can be terminated in writing during the trial period. The payments made to that time will not be refunded. A timely termination can only be made to the **April 30th, August 31st or December 31st** of the respective year. This is to be submitted in writing at the latest 3 months prior to termination by **January 31st, May 31st or September 30th** respectively. Each termination by the student or its legal representative or by the music school is to be made in writing. The timely receipt of the letter of termination is decisive. The fees payable to the date of termination are also payable if the student does not attend lessons. A retrospective termination is not permitted. An important reason for exceptional termination arises if the student moves to a place of residence outside of the reasonable catchment area. Important reasons for the music school to terminate the contract arise especially if the performance in lessons is not satisfactory, if the student has missed several lessons without excuse or arrears in the payment in fees which have legal consequences. The school management can terminate the contract in these cases, or for in-house or external reasons and in cases of force majeure (e.g. if the classrooms of St George's are no longer available to the G.F. Handel Music Academy). No party to the contract can claim damages in the case of an exceptional termination.

Rental instruments: The Music Academy rents out instruments. These can be rented to Music Academy students for a charge which is listed in the schedule of fees. The rental contract is to be concluded for one year at a time. There is no legal right to rent an instrument.

The student is liable for all damage to the instrument and accessories or for loss during the rental period. An exception is made for damage which can be proven to have been caused by the music school. The student or its legal representative is recommended to insure the instrument. The student is not permitted to give the rental instrument to other students or third parties.

Organisational changes: The school management reserves the right to make new arrangements with regard to teaching and organisation at any time, e.g. the merging or dissolution of courses, changes of dates, the use of a different teacher and the adjustment of tariffs in the event of a change in the number of group participants. If, for reasons of force majeure or as a result of official or legal orders or local school regulations (e.g. due to a pandemic - e.g. Corona), the lessons cannot be provided in the agreed premises with the simultaneous physical presence of teacher and student (face-to-face lessons), the Music School is entitled, after prior notification, to provide the lessons online via live video transmission at the previously agreed lesson fees. Each party shall bear its own costs for the online transmission. Force majeure in the sense of this regulation is an external, unforeseeable and uncontrollable extraordinary event which cannot be prevented or averted even by the utmost care (e.g. lightning, earthquake, pandemic, natural disasters such as earthquakes, floods, storms, but also coincidences such as riots, blockades, boycotts, fires, embargoes, revolution, strikes).

Liability: The music school is not liable for damage to, or loss of, the students' private property. Lessons at the Music Academy are an out of school activity at a supplementary school. A supplementary school is not subject to statutory accident insurance. The music school is not liable for injury during the lessons or on the way to, or from, the school. Students are liable for any damage which they have caused the music school.

House rules: The house rules of St. George's British International School are to be observed.

Data protection: The data gathered on students when they apply to the school are saved and processed in electronic form. The processing of data takes place exclusively for the administrative and accounting purposes of the music school in accordance with the regulations of the Data Protection Act. The transfer of data to third parties does not take place. By applying students declare their agreement to this processing of their personal data.

Final provisions: Changes to the contract are to be made in writing. Oral subsidiary agreements are not recognized and are, as such, void. If any of the individual provisions contained in this contract become invalid or lose their validity due to a later event, or should it emerge that there is an omission in this contract, the validity of the remaining provisions remains unaffected. The invalid provision or omission will be replaced by a valid provision which comes as close as possible to the economic aims of the parties to the contract. Each party to the contract confirms with its signature that it has received a copy of the contract.

Place of jurisdiction: The place of jurisdiction is Cologne.

Right of cancellation: You can cancel the contractual declaration in writing (e.g. by letter, fax, e-mail) within 14 days without stating a reason. This deadline begins after receipt of this written notice but not before the conclusion of the contract and also not before the fulfilment of our obligation to provide information according to Article 246 § 2 in connection with § 1 Paragraphs 1 and 2 Introductory Act to the German Civil Code and our obligations according to § 312 g Paragraph 1 Sentence 1 of the German Civil Code in connection with Article 246 § 3 Introductory Act to the German Civil Code. The observance of the deadline for the right of cancellation is satisfied by its receipt up to 14 days after the first lesson. The cancellation is to be sent to: "G.F. Handel Music Academy, Nibelungenweg 21, 50996 Cologne".

Price increase: The G. F. Handel Music Academy GbR is entitled to an adjustment of its prices once per calendar year. For this purpose, an informal notification of the intended price increase by e-mail is sufficient. For any other modification of the contract conditions, the statutory written form requirement remains. The prospective price adjustments are effective, provided that the pupil or his legal guardian do not submit a written objection within 6 weeks after receipt of the notification.

1) In the case of applications from siblings or participation in several courses the G. F. Handel Music Academy can grant a 10% discount on some of the lesson fees.

X

Date, Signature