G. F. Handel Music Academy

at St. George´s British International School Dusseldorf Rhein-Ruhr

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_____ X_____

Date, Signature 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. In addition to bank fees an extra 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

G.F. Handel Music Academy

Contract Terms:

General: The following conditions for instrumental 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 This clause requiring the written form may also only be changed or rescinded in writing.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.

Non-fulfilment: If a student is unable to attend a lesson there is no right to a reduction in or a repayment of fees. 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: The G. F. Handel Music Academy provides 33 individual lessons per school year. If a student cancels for illness or private reasons, this lesson is still counted in the 33 lessons. The fee is an annual contribution of this number of lessons paid, divided into 12 equal monthly installments. The annual fee is paid in 12 monthly installments (12 x 125€ for 45. min. and 12 x 95€ for 30 min. individual lessons, see footnote 1) **A one-time admission fee of 50,- €** will be charged in the beginning of the contract.
Payment is made by direct debit order from a bank account in Germany. If the bank of the contract partner is outside of Germany or the lesson fee cannot be included by SEPA direct debit, but is paid by bank transfer and if the music school also has to send an invoice, the fee will increase by 10%. In case the lesson fees have to be paid by a separate invoice the lesson fee increases by 10%. No increased fee will be charged for tuition fees paid monthly by standing order on the 1st of the month unless a separate invoice is requested.
The lesson fees are collected in advance by direct debit by the 8th of each month. This also applies to holidays. The contracting party will not receive a separate invoice for each transaction. The contracting partner is free to pay the lesson fees for several months in advance. In case of a direct debit being returned, a processing fee of € 10 will be charged in addition to the corresponding bank charges. The G. F. Handel Music Academy management reserves the right to increase the monthly fee by a maximum of 6% per year. In this case, the special right of cancellation is suspended.
If our contractual partner is in payment arrears for more than 4 weeks, lessons can be temporarily stopped until the amount due has been paid.
If a special time/fixed time (i.e. during break or before or after school) is to be firmly arranged as desired, we charge a special surcharge of 15€ extra per month. G. F. Handel Music Academy reserves the right to offer an alternative time that deviates from the agreed times should they not be available.
Location of lessons: St. George´s British International School

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 **April 30th, August 31st or December 31st** of the respective year. The termination notice is to be submitted in writing at the latest 3 months prior to termination by **January 31st, May 31st or September 30th** respectively.
The timely termination as of April 30th requires a written notice of termination by January 31th. at the latest.
The timely termination as of August 30th requires a written notice of termination by May 31st at the latest.
The timely termination as of December 31st requires a written notice of termination by September 30th at the latest.
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. Important reasons for the music school to terminate the contract arise if the students performance in lessons is not satisfactory, if the student has missed several lessons without excuse or arrears or delays in the payment in fees which can have also 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.

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. 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

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