

## General Terms and Conditions

### 1. In General

The Internationale Musikschule Berlin, hereafter: IMS Berlin, is an institution for teaching music with the aim of cultivating and shaping the musical abilities of people of any age who are interested in music. In particular, its mission is to train people of all ages in amateur music, to recognise and cultivate special ability and to undertake pre-professional training. As well as providing instrumental and vocal training, the aim of the musical-pedagogical work is to convey a comprehensive appreciation of music.

### 2. Frame of Reference

These teaching regulations cover the contractual relationship between the IMS Berlin and the student/participant or his/her legal representative (hereafter: student).

### 3. Legal Relations

Legal relations between the IMS Berlin and the student are covered by civil law. Any change to or extension of the teaching agreement must be in writing. If any particular aspect of the teaching agreement or these General Terms and Conditions should be invalid, this does not affect the general validity of the agreement or any other aspects of the General Terms and Conditions.

### 4. Business Address / Place of Teaching

The IMS Berlin institute is presently based in Nachodstr. 5, 10779 Berlin, Germany. Teaching takes place on the premises as provided by the IMS Berlin (hereafter: location) or, by agreement, at the student's home.

### 5. Enrolment

Registration is made in writing on the application form of the IMS Berlin, and this should be submitted to the business address. In the case of minors, the application form should be signed by a legal guardian and becomes legally binding when confirmed by the IMS Berlin. Enrolment in the desired lessons depends on the availability of vacancies and applications will be handled in the order of receipt. A contractually agreed teaching appointment may be altered for organisational reasons with suitable notice by the IMS Berlin. The IMS Berlin will do its best to provide the desired form of lessons, but for pedagogical and organisational reasons cannot guarantee this.

### 6. School Year, Vacation and Holidays

The IMS Berlin school year is the same as the Berlin State academic year. The school year duration consists of between 38 to 40 weeks depending on the given calendar year. There are no lessons during the statutory public holidays and the school holidays (12 to 14 weeks). This is taken into account in calculating the actual monthly fee. For ease of administration for both parties this monthly fee will remain unchanged throughout the contract duration. For institutions that do not follow the public school year, the lessons will be offered only according to their school calendar. The fee for all institutions remains the same.

### 7. Duration of the Teaching Agreement

The teaching agreement is entered into in principle for an indefinite period of time. Exceptions to this are flexible private individual lessons, workshops and courses of a limited duration.

### 8. Cancellation of Contract

One calendar month notice from the end of a contract-month must be given in written form before cancellation can be completed (e.g. for a cancellation on 31 July, written notice must be given before 30 June). After the notification of termination is received, you will be charged for the following contract month, after which your contract will be terminated. The right for both parties to terminate the contract without notice for good cause remains unaffected. For students, good reason or cause would be such as medically certified health issues that forbid the student from meeting his obligations. For IMS Berlin, good reason or cause would be such as insufficient learning performance, arrears of payment of more than six weeks or repeated delay of payment.

### 9. Participation in Lessons

The student undertakes to attend lessons regularly and punctually. It falls to the student or his/her legal representative to ensure that the student attends the music classes. When lessons are cancelled by the student for any reason or because the location does not provide rooms on sporadic events for reasons that lie solely in the responsibility of the location, the lesson may not be rescheduled and therefore the fee will still apply. For lessons based on a 10 lessons card, the following regulation applies: If confirmed lessons are cancelled by the student less than 24 hours before the lesson date, this lesson unit will be deducted from the 10 lessons.

### 10. Cancellation of Lessons

If lessons are cancelled by the teacher, payment will be refunded proportionally.  
No refund is made if the lesson is rescheduled by the teacher or a substitute teacher.

## 11. Teaching Material

Material (instruments, printed music etc.) needed for lessons is to be provided by students or their parents.

## 12. Scales and Manner of Payment

The current valid version of the agreement on payment (price list) is a binding part of the teaching agreement. For home lessons, an additional transportation fee can be charged. The monthly fee for all locations remains the same (except for individual agreements), even if the location does not follow the public school calendar year. The payment for lessons is calculated and set on a school year basis of 38 to 40 teaching weeks and is charged in monthly instalments. For the first month, the payment will be calculated for classes actually received in this month. The fee is paid monthly by direct debit. A SEPA direct debit authorization is given when the agreement begins. The SEPA direct debit scheme automatically ends with the termination of the contract.

Payments are due by the 10<sup>th</sup> of each month (value date between the 9<sup>th</sup> and 14<sup>th</sup>) and consist of the following: (a) a one-time-only admission fee of (currently) € 15.00 and (b) payments for lessons in the chosen subjects.

The defaulter will be liable for any charges incurred as a result of any failed debits (currently € 7.50). If the student is in arrears of payments, the IMS Berlin is entitled to charge arrears interest at a rate 5% above the basic interest rate. If the student is in arrears of payments, the IMS Berlin is entitled to charge in addition € 5.00 for every reminder notice sent. The day of receipt of payment is decisive for all time limits. If payments are missed repeatedly and there is no satisfactory reaction to warning notices, claims will be enforced judicially. IMS Berlin reserves its right to stop classes if payments are delayed.

## 13. Fee Reductions

If lessons in a second subject are taken or if another member of the family takes classes, payment for the lower priced lesson unit is reduced by 10%. If a third unit is taken, there is a corresponding reduction of 20% of the lowest priced class, and if any further units are taken, there is a reduction of 30% of the lowest priced class. Home lessons are not subject to this discount.

## 14. Liability

The IMS Berlin accepts no responsibility for loss of or damage to private property of students. Attendance at the music school is a matter of an outside school activity at a supplementary school. This does not fall under legal accident insurance. The IMS Berlin is not responsible for personal injury during lessons or while travelling to and from lessons.

Students are liable for damage to the IMS Berlin for which they are responsible.

## 15. Protection of Privacy

Data relating to the student which is collected at the time of registration is processed and stored electronically. The data is only used for administration and billing purposes as is in keeping with the rules contained in the law on protection of privacy of the State of Berlin. Data will not be passed on to third parties. By registering, students agree to this use of their personal data.

## 16. Subsidiary Agreements

Any agreements which vary from these General Terms and Conditions are valid only if they are entered into mutually and are specifically confirmed in writing by the Management of the IMS Berlin.

## 17. Place of Jurisdiction

The place of jurisdiction is Berlin.

The above "General Terms and Conditions" constitute translation from the "Unterrichtsordnung" of the IMS Berlin. While every effort has been made to translate from German to English as accurately as possible, it must be noted that in the event of any discrepancies, errors or potential legal action the "Unterrichtsordnung" supersedes the "General Terms and Conditions".