



General Terms and Conditions Dance in Art

These general terms and conditions govern the procedures involving registration and deregistration for all Courses offered by Dance in Art (DiA).

1. Applicability

- 1.1 These general terms and conditions govern the legal relationship between DiA and the Participant, including, but not limited to, the Agreement. These General terms and Conditions form an integral part of the Agreement.
- 1.2. Upon registration the Participant agrees to the applicability of these General Terms and Conditions. Prior to or upon the conclusion of the Agreement DiA will make these General Terms and Conditions available to the Participant in such a way as will enable them to be stored and inspected in the future.
- 1.3. These General Terms and Conditions may at all times be changed by DiA. DiA will give timely notice to the Participant of any changes to these General Terms and Conditions.
- 1.4. The applicability of any general terms and conditions of the Participant is expressly rejected.
- 1.5. The provisions of these General Terms and Conditions may be derogated from only following a written notice from DiA or with the consent of DiA, in which case the remaining provisions shall remain in full force and effect.
- 1.6. All rights and claims stipulated by DiA in these General Terms and Conditions and in any further agreements are also stipulated for the benefit of its employees and any third parties whose services are engaged by DiA.

2. Formation of an Agreement with regard to the Registration for a Course

- 2.1. An Agreement is formed if after completion of the Registration process a Participant receives a notice confirming the Registration for a Course from DiA.
- 2.2. The Participant warrants that the information he or she has provided upon registration is complete, accurate, correct and up-to-date. The Participant is fully responsible for the consequences of any misstated facts.
- 2.3. In the event of a breach of contract on the part of the Participant, an agreement with that party may be terminated one-sidedly by DiA. In such cases the participant may also be denied access to the Course and the other facilities.
- 2.4. By accepting the Registration DiA takes on a best efforts obligation to provide the Participant with the Course for which he/she has registered and as described in the Course information. The Participant who satisfies the relevant requirements

enabling him or her to follow the Course is entitled to what is set out in the Course under the Course information with respect to the applicable hours of study.

2.5. For quality improvement purposes and reprogramming purposes (mandatory and otherwise) DiA reserves the right to make interim changes to a Course.

2.6. In the event of the unforeseen cancellation of any of the lessons making up the Course DiA will, if possible within the time frame of the relevant Course curriculum, ensure that a so called extra lesson is arranged.

2.7. DiA shall not be liable or obliged to pay compensation of any kind if, for whatever reason, a Participant is prevented from attending any part of the Course.

2.8. All offers made by DiA are without engagement. Offers are made subject to the availability of a Course. DiA shall not be bound by any evident mistakes or inaccuracies in its offers. All offers contain the information required by the Participant to understand the rights and obligations attached to acceptance of the offer.

3. Cancellation

3.1. Cancellation of enrolment in a Course is governed by the provisions of the Course and the registration form.

3.2. Notification of cancellation must always be sent in writing (by letter or e-mail). The date of the postmark on the cancellation letter or the date of transmission of the e-mail in question shall be regarded as the date on which notice of cancellation was given. The financial obligations arising from a cancellation are published in the Course (welcome package) information and in the Registration form.

3.3. Cancellation charges

- A Course can be cancelled at least 1 week before the start of the Course. There will be €25,- administration costs charged. The Cancellation is accepted when confirmed in writing.

- If a Course is cancelled less than 1 week before the start of the course, there will be a charge of 100 % of the total investment amount agreed.

4. Set up and dates of the Course

4.1. DiA reserves the right to change the set up of the Course as far as place and times are concerned, or to cancel a Course in the event of insufficient enrolment.

Registered Participants who have enrolled for the Course in question will in that case be informed in writing. If a Course is cancelled by DiA, the Participant will be released from his or her obligations and he or she will not be charged any costs.

5. Payment

5.1. Payment for the Course must be made on or before the due date specified on the invoice in question. If payment is not made on time, the Participant may be denied access to the Course. If payment is made by third parties, the Participant remains the party responsible for payment for the Course. Failure to attend one or more lessons of the Course does not cause the financial obligation to be cancelled.

5.2. If payment fails to be made within the term specified on the invoice, the Participant shall automatically be in default, without any further notice of default being required. The Participant will in that case owe default interest equal to 1% of the principal per month, for which purpose a part of a month will be regarded as a full month. In addition the Participant will owe extrajudicial collection costs equal to 15% of the principal, plus default interest.

5.3. If the participant is in arrears in the payment of the investment amount, the balance shall be due and payable with immediate effect.

6. Intellectual property rights

6.1. All rights pertaining to the information provided by DiA, including the teaching materials, remain the property of DiA.

6.2. No part of the publications may be reproduced, stored in an automated database or disclosed in any form or in any way whatsoever, be it electronically, mechanically, by means of photocopies, recordings or in any other manner, without the prior written permission of DiA.

6.3. Teaching materials must not be made available to third parties, except with the written permission of DiA.

7. Liability

7.1. To the extent that DiA's liability insurance does not provide cover, it may be held liable only for the direct, purely financial loss suffered by the Participant and/or any third parties. DiA shall not be liable for any other type of damage, such as personal injury, immaterial damage, consequential damage, lost profits, loss of income, business interruption or loss of data, unless liability on the part of DiA for such damage arises from mandatory law.

7.2. DiA shall not be liable for any damage caused by third parties whose services are engaged by DiA.

7.3. DiA shall not be liable for any damage caused by the use of the Website and the information and products available through websites of third parties referred to by links on the Website.

7.4. Any claims against DiA must be addressed to DiA by the Participant in writing within one year after the cause of the damage has occurred or the Participant has learned of the damage, at the risk of such a claim lapsing.

8. Complaints procedure

8.1. Participants having a serious and substantiated complaint about, for example, the content or the organization of teaching may communicate this to the management in writing (by letter or email). Complaints will be replied to within 2 weeks. Complaints are always treated confidentially.

9. Privacy

9.1. DiA will process the personal data of the Participant in accordance with the provisions of the Personal Data Protection Act (in Dutch: Wet Bescherming Persoonsgegevens).

9.2. DiA will record the personal data of the Participant for the acceptance and performance of the Agreement as well as for customer relationship management purposes. DiA may also use these data for the purpose of informing the Participant about offers and other services provided by DiA. If the Participant does not wish to receive such information, he or she may inform DiA to that effect by means of the

Website. The personal data of the Participant will also be used for the performance of the agreement and for risk management purposes.

9.3. The Participant has the right to inspect his or her personal data and to correct these.

10. General provisions

- If DiA at any given moment does not demand performance of one or more provisions in the Agreement, this does not mean that, by doing so, it has waived their applicability, nor does it indicate, by so doing, that the Participant is entitled not to perform one or more provisions in this Agreement.
- The voidness, voidability or other non-enforceability of any of the provisions of the Agreement shall not affect the legal effect of the remaining provisions of the Agreement. If a provision of the Agreement should prove to be void, voidable or otherwise non-enforceable, DiA will within a reasonable term provide for a new provision whose legal effect will approach DiA's original intention as closely as possible.
- E-mail messages transmitted by DiA are regarded as having been received within 24 hours from having been sent to the e-mail address stated by the Participant.
- The Dutch text of these general terms and conditions of sale shall prevail over any translations thereof.

11. Governing law, competent court

11.1. The legal relationship between the Participant and DiA is governed exclusively by Dutch law.

11.2. The district court of Haarlem has exclusive jurisdiction to examine any disputes that may arise between the Participant and DiA.