

# GENERAL TERMS & CONDITIONS

tanzhaus luzern

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# **Principle**

All business relations with TANZHAUS LUZERN GmbH, hereinafter referred to as TANZHAUS LUZERN, are subject to the following General Terms and Conditions (GTC) put into effect by TANZHAUS LUZERN GmbH.

The GTC can be viewed on the website and are part of every oral or written contract. Such a contract can be terminated within one week if the GTC are not complied with in essential areas. In the case of written contracts, a written warning is issued in advance.

TANZHAUS LUZERN may issue specific conditions for special events or rentals. Further components of the GTC are those in the appendix:

- House rules
- o Danse Suisse "Code of Conduct"

Partners, course leaders and course participants acknowledge that TANZHAUS LUZERN expects respectful and tolerant behaviour from all persons present and active on its premises.

Accordingly, e.g. invasions of privacy, the expression, playing or displaying of immoral, sexist, degrading or politically extreme content as well as the consumption of drugs and smoking are not tolerated in the rooms of TANZHAUS LUZERN. The same applies to statements of a personal nature that are damaging to the reputation or publishing on social media.

# **Duty of Care / Liability**

All persons on the premises of TANZHAUS LUZERN are required to handle the available equipment and facilities with care. Defective equipment or facilities are to be reported immediately to the school management. Wilful damage or damage caused by negligence will be charged. Parents/legal guardians are liable for their children.

### **Disclaimer**

The school management and all teachers endeavour to plan and run courses carefully and adapted to the actual abilities of the course participants. They cannot be held responsible for accidents and injuries that are not their own fault. All courses and offers of TANZHAUS LUZERN are attended at your own risk. Insurance is the responsibility of the participants or their legal representatives.

Parents or their representatives are fully responsible for the supervision of children before and after classes.

### **Obligation to Report Accidents or Injuries**

Course participants are required to immediately report to the instructor any accident, injury or suspected injury that may have occurred during a TANZHAUS LUZERN class.

### **Code of Conduct**

### **Principle**

TANZHAUS LUZERN is fundamentally oriented towards the "<u>Danse Suisse</u>" professional association's "<u>Code of Conduct</u>". The Code of Conduct details the ways in which participants are protected and the expected behaviour from teachers during movement classes.

Teachers employed by TANZHAUS LUZERN are obliged not only to know this "Code of Conduct", but to behave according to it without compromise.

### **Behaviour Class Participants**

Movement courses of all levels can only be successfully carried out if appropriate self-discipline is maintained in the classes. Class participants are required to practice this self-discipline according to the instructions of the teachers.

### **Punctuality**

Students are expected to be prepared to start class on time. Dance is a physical activity that requires the body to be warmed up in order to execute movement safely. Late students miss the proper warm-up and therefore may sustain an injury. Students who arrive more than 10 minutes late may be asked to observe the class for reasons of health and safety. In such a case, no expenses will be reimbursed.

### **Dress code**

Dress codes apply to certain courses. These are determined and announced by the instructors.

The dress code for dance classes is not to be understood as an arbitrary measure but is on the one hand an expression of dance culture in the dance studio and on the other hand has an important practical value because only appropriate clothing allows targeted corrections to body positions and postures.

# Contact point for questions and uncertainties in case of suspicion of improper behaviour of teachers

The management of TANZHAUS LUZERN attaches great importance to clarify any ambiguities, uncertainties, or questions about classes immediately and to be able to achieve constructive improvements if necessary. In case of questions, the school management should be contacted immediately.

### Copyright

Music subject to copyright may be used without restriction on the premises of TANZHAUS LUZERN in TANZHAUS LUZERN's own classes. TANZHAUS LUZERN pays corresponding annual fees to SUISA.

TANZHAUS LUZERN subtenants must independently take care of the levies to SUISA, which are also obligatory for them.

### Classes

### Subtenants at TANZHAUS LUZERN

The subtenants of TANZHAUS LUZERN observe these GTC but are fully responsible for the organisation and realisation of their courses.

### Regulations for classes run by TANZHAUS LUZERN

TANZHAUS LUZERN class dates are published on the website and posted on the 3<sup>rd</sup> & 5<sup>th</sup> floor notice boards.

### Cancellation of classes

If TANZHAUS LUZERN is unable to offer a class, any class fees already paid will be refunded unless a comparable class can be offered.

TANZHAUS LUZERN reserves the right to cancel classes with too few participants or to combine them with comparable classes.

### Course/Class costs

Membership and course fees: All fees are determined by TANZHAUS LUZERN in accordance with the guidelines proposed by Danse Suisse.

Youth Program Fees	Per Semester (19 weeks)
45mins	CHF 360
60mins	CHF 410
1hr15	CHF 500
1hr30	CHF 570
Repertoire (Add-On)	CHF 190

Adult Program Class Pass Fees		
10 Class Pass	CHF 300	
20 Class Pass	CHF 570	
50 Class Pass	CHF 1275	
10 Class Pass Wednesday Pointe (Add-On)	CHF 125	

Prices are subject to change.

### **Discounts**

- KulturLegi discount: Holders of a KulturLegi are eligible for a 30% discount on their membership or class price.
- Occasional Promo Code Discounts: Tanzhaus Luzern may offer occasional promo code discounts, which can be applied to eligible programs.

Discounts for dancers enrolled in the Youth Program:

- Multiple Class Discounts: Dancers attending multiple classes per week are eligible for the following discounts, which cannot be combined between siblings:
  - o 2 classes per week: 5% discount
  - o 3 classes per week: 10% discount
  - o 4 or more classes per week: 15% discount
- Sibling Discount: If two or more siblings with the same address are registered together, they
  receive a 20% discount on the total cost.
- Early Registration Discount: Participants who submit their registration before July 1st receive a 5% discount on the total cost.
- Yearly Registration Discount: Participants registered for the entire year (38 weeks) receive a 5% discount on the total cost.

Please note that discounts can be combined up to a maximum of 30% off the original price.

### Terms of payment — Youth Program

Payment for all services is due 30 days following the issuance of the invoice. Prior to making a decision regarding a course, it is possible to schedule a complimentary trial week. We accept payment through cash as well as invoice/bank transfer methods.

### Terms of payment — Adult Program

All services are payable in advance. Before deciding on a course or membership, a free trial week can be arranged. We accept various payment methods including cash, invoice/bank transfer, TWINT, and credit card.

### Absence of teachers

In case of illness or accident of a class leader, TANZHAUS LUZERN will find a replacement. If no substitute of equal quality can be found, TANZHAUS LUZERN can cancel classes. These cancelled lessons can be made up at 100%.

### Minimum number of participants

Classes and courses that do not have at least 3 participants can be cancelled or rescheduled for other dates.

### **Adult Program Classes**

Adult Program classes can be attended lesson by lesson without obligation. New students can join the open classes at any time.

Cancellations are possible up to 2 hours before the class starts. Students may attend the class without a booking, but their spot is not guaranteed.

Credits will not be refunded to students who book but do not attend a class.

### **Youth Program Courses**

In the Youth Program courses, the course directors decide on the allocation to a course appropriate to the student's ability.

Participants must register at the start of each school year using the online form on our website, after which they will be automatically re-registered for the second semester. To cancel the automatic reregistration, participants must inform TANZHAUS LUZERN management at least 2 weeks before the beginning of the second semester.

### Non-attendance or deregistration from Youth Program courses

All missed Youth Program lessons can be made up within one calendar year.

### **Private lessons**

For private lessons given by TANZHAUS LUZERN teachers, the same rules apply as for class participation. The teacher must be informed 48 hours in advance if the student is unable to attend. After that, the tuition fees are due in full.

# **School Performances**

### **Internal School performances**

The TANZHAUS LUZERN organises internal school performances at irregular intervals. The purpose of these performances is to show what has been learnt in the different course levels to parents and family members. They give course participants the opportunity to work towards a goal and to show themselves in front of an audience. At the same time, school performances allow direct contact between parents, school management and teachers. Participation in such performances is voluntary but is strongly recommended as a valuable experience.

For the participants, the participation is offered at no cost, but also without compensation. Costumes and props are provided. Any income will be used in full to cover the expenses.

### **External School performances**

From time to time, TANZHAUS LUZERN organizes larger school performances (dance productions), which are performed on a stage in front of an audience. The aim is to rehearse what has been learned

at all levels within the framework of a realistic theatre production and to bring it to performance maturity with costumes. Such performances are a great experience for the participants. Because the organisation is time-consuming, the school management needs clear approval or refusal as to whether a course member can take part or not. Participation is voluntary, but after acceptance it is obligatory to contribute to the success of the performance and to participate in all rehearsals and performances. If performances are endangered by the absence of participants, the school management can appoint substitute dancers.

For the participants, the participation is offered at no cost, but also without compensation. Costumes and props are provided. Any income will be used in full to cover the expenses.

# **Security**

For the safety of persons and facilities, the <u>house rules</u> and the emergency plans posted on each floor must be observed.

# Consulting

Experienced professionals of TANZHAUS LUZERN can give parents, course participants and other interested persons\_competent advice on dance-specific questions such as career opportunities, training possibilities.

## **Studio Rental**

A rental agreement shall be drawn up for rooms rented out. The General Terms and Conditions and the <u>house rules</u> are part of such a contract.

- o TANZHAUS LUZERN is not responsible for courses of the subtenants. The respective course leaders are responsible for their course participants.
- The rent is calculated considering the time the studio is occupied, including classes and any break time in between. The rental time is calculated as the sum of periods of 15 minutes.
- The agreed-upon studio will be reserved for subtenants for the Luzern School weeks (38 weeks). Individual class cancellation is possible with 12 weeks notice. Additional classes can be added at any time but are subject to availability.
- o In the situation where the renter wishes to cancel the contract which binds them to TANZHAUS LUZERN, they must notify their decision in writing no later than six months in advance.
- o Rates are subject to change with six months' notice (in writing).
- o TANZHAUS LUZERN will apply a discount of 5% when renting one or more studios for more than eight hours/week. TANZHAUS LUZERN will apply a discount of 10% when renting one or more studios for more than fifteen hours/week.

- o Payment via e-banking transfer is due in full by the 1st of each month.
- Class leaders are responsible for maintaining appropriate noise levels during class sessions, both in terms of music and instructional volume. They must ensure that the noise levels do not cause disturbance or inconvenience to neighbouring areas or individuals, while also taking care to avoid any harm to the participants' well-being and safety. If a class leader is playing loud music, they must ensure that all windows are closed by 20:00 to minimize noise disturbance.
- Class leaders are responsible for ensuring that the class participants have left the studio in time for the next class to start.
- The last class leader to leave a studio, is required to close all windows, draw the blinds, and sweep the floors to maintain cleanliness and tidiness.
- Additionally, the last class leader to leave the premises must ensure that the main doors and toilets are securely locked.
- Subtenants are required to have their own liability insurance.
- TANZHAUS LUZERN will be responsible for re-taping the dance floors in studio 1, 4, and 5 before the beginning of every school year (or when necessary).

The use of the premises and infrastructure beyond what has been contractually agreed, e.g., for special dance occasions or dance events, must be applied for in advance to TANZHAUS LUZERN in writing and with a description of the planned event. Specific terms of use will be determined.

# **Advertising**

Subtenants commit themselves to clearly display TANZHAUS LUZERN as a school with logo in their advertising products for the courses or services offered on the premises of TANZHAUS LUZERN.

TANZHAUS LUZERN third party advertising on TANZHAUS LUZERN premises may only be displayed or affixed by prior arrangement with the school management. TANZHAUS LUZERN may remove unauthorized advertising without prior notice.

TANZHAUS LUZERN can, but is not obliged to, list courses or events of partners in their advertising material.

# **Dance Studio Key Distribution**

- Contracted Subtenants: Each contracted subtenant of the dance studio will be provided with one key for access to the premises.
- Key Contract Agreement: Before receiving the studio key, all subtenants are required to sign a key contract. This contract outlines their responsibility for the key, including proper usage, safekeeping, and timely return.

- Deposit Requirement: A refundable deposit of 100.- must be paid by the subtenant upon receiving the studio key. This deposit serves as a security measure and will be returned when the key is returned in good condition.
- One-Time Renters: For individuals or groups renting the dance studio on a one-time basis, the use of our lockbox system will be arranged. They will be provided with the necessary information to access the lockbox and retrieve the key. It is mandatory for one-time renters to return the key to the lockbox immediately after their stay, ensuring its secure placement.

By receiving a dance studio key, all individuals, whether contracted subtenants or one-time renters, agree to abide by these terms and conditions. Failure to comply may result in the forfeiture of the deposit or further action deemed necessary by the studio management.

# Handling of personal data, Personal data protection

TANZHAUS LUZERN guarantees careful handling of personal data:

- The data of parents and course participants will not be passed on to third parties by TANZHAUS LUZERN.
- Sound, video or image material created during courses or school performances can only be used with the permission of parents or adult course participants.
- Audio, video or visual material published on social media and websites will only be used with the permission of the identifiable individuals or their legal representatives.
- With the participation in courses, TANZHAUS LUZERN receives the right to record and use sound, video or image material for internal, purely educational purposes.
- Teachers and course participants are not allowed to publish unauthorized audio, video or image material outside TANZHAUS LUZERN.

# **Appendix**

- o <u>House rules</u>
- o Danse Suisse, "Code of Conduct"

# Place of jurisdiction

In the event of disputes, the place of jurisdiction shall be Lucerne.

Lucerne, 13 August 2023

TANZHAUS LUZERN GmbH Management