Terms and Conditions for Memberships (AGB) English

§ 1 Scope These General Terms and Conditions apply to all courses and event locations of the Balance 1 Academy within the Federal Republic of Germany.

§ 2 Conclusion and Duration of Contract

(1) Upon conclusion of the membership agreement, the contract is formed between Miriam Drechsler-Schüler and Stephanie Drechsler as operators of the Dance Academy Balance 1 Berlin (hereinafter referred to as: Balance 1 Academy) and the contracting partner (hereinafter referred to as: Member). In the case of minors, the registration must be made by a legal guardian or representative. The legal guardian thereby becomes the contracting partner of the Balance 1 Academy. These General Terms and Conditions also apply to the minor person in this case.

(2) If a parent or legal guardian registers more than one child for courses at the school, the Balance 1 Academy grants a sibling discount. The discount is 5 Euros for each additional registered family member. The sibling discount is not publicly visible via the booking system and will be manually activated upon personal request.

§ 3 Subject Matter of the Contract & Minimum Number of Participants

(1) The Balance 1 Academy offers instruction in artistic stage dance within the framework of fixed group courses.

(2) **Minimum number of participants:** A course will only take place if the minimum number of participants specified for the respective course (usually 4–5 participants) is reached.

(3) **Cancellation before course start:** If the minimum number of participants is not reached up to 7 days before the planned course start, the Balance 1 Academy reserves the right not to hold the course. In this case, the affected customers will be informed immediately. Already paid fees will be fully refunded or, at the customer's request, credited toward a suitable alternative course.

(4) **Changes during ongoing operations:** Should the number of participants in an ongoing course drop permanently below the minimum number, the school reserves the right to combine, adjust, or discontinue the course at the end of the month. In this case, participants will be granted a special right of termination or a refund of fees for unused periods.

§ 4 Payment Conditions

(1) The member undertakes to pay the membership fees in full and is entitled in return to attend the booked dance classes. Special classes for school performances are included in the price. Workshops and private lessons are not part of the contract.

(2) The course fee is payable monthly in advance and is due **no later than the 5th calendar day of each course month**. For bookings made before the start of the semester, the first monthly installment will only become due at the beginning of the respective semester (no later than the 5th of the first course month).

(3) If the member falls into arrears with payment, the Balance 1 Academy is entitled to charge a reminder fee of €3.00 for each reminder as well as default interest at the statutory rate.

(4) Non-attendance of classes (e.g., due to vacation or other personal reasons) or early termination of membership does not release the member from the obligation to pay the agreed membership fees.

(5) The currently applicable membership fees are listed in the booking program and include statutory value-added tax or are exempt from value-added tax.

§ 5 Illness and Pregnancy

(1) In the event of illness, there is no entitlement to a refund of membership fees already paid.

(2) The contract can only be paused in the event of proven prolonged illness lasting 6 weeks or longer, or in the case of pregnancy, in each case upon presentation of a medical certificate, whereby the outstanding fees for the pause period can be credited toward a subsequent semester.

§ 6 Class Schedule & School Holidays

(1) Basic memberships for 1 course per week run for a fixed term per semester (max. 6 months). The exact semester dates flex flexibly according to the annual school holiday calendar of the State of Berlin:

- **1st Half-Year Semester:** Starts after the end of the Christmas holidays (January) and ends at the start of the summer holidays.
- **2nd Half-Year Semester:** Starts 4 weeks after the start of the summer holidays and ends at the start of the Christmas holidays (December).

Memberships end automatically on these dates; no notice of termination is required. The next half-year semester must be booked anew in each case. Thus, 4 weeks of the summer holidays remain generally free of charge.

§ 7 Terms of Participation, Course Offering

(1) If a member behaves unreasonably (e.g., due to intoxication, insults, violations of the house rules, etc.), the Balance 1 Academy may exclude him or her from further instruction or offerings without any claim to a refund of course fees.

(2) If course fees are not paid in full or in part, this constitutes a breach of contract. In the event of persistent payment default, the Academy reserves the right to take legal steps and to terminate the contract without notice.

(3) The course fee is a semester fee, which is divided into up to 6 equal monthly installments (depending on the duration of the semester). If classes cannot be held as a result of force majeure, there is no entitlement to damages or replacement classes.

(4) The Balance 1 Academy strives to conduct the announced course offering as scheduled. In the event of unforeseen cancellations (e.g., due to illness of instructors or force majeure), the Academy is entitled to provide an equivalent replacement instructor or to make up for the session within the semester. The number of participants in each dance course is limited due to the respective size of the studio.

(5) The instructions of the staff must be followed at all times within the academy area and the practice room.

§ 8 Contract Term & Termination

(1) The basic memberships for 1 course per week run for a fixed term per semester (max. 6 months). The 1st half-year semester begins after the Christmas holidays and runs until the start of the summer holidays. The 2nd half-year semester begins 4 weeks after the start of the summer holidays and runs until the start of the Christmas holidays. Memberships end automatically on these dates; no notice of termination is required. The next half-year semester must be booked anew in each case. Thus, 4 weeks of summer holidays remain generally free of charge.

(2) To provide flexibility for parents and students in the event of academic or personal changes, additional courses (Zusatzkurse) can be booked with shorter terms. Additional courses are always tied to the current semester and end at the latest with it:

- **1 Additional Course:** Minimum term of **3 months** (with a **1-month notice period** to the end of the month within the current semester).
- **2 Additional Courses:** Minimum term of **2 months** (with a **1-month notice period** to the end of the month within the current semester).

(3) Terminations of additional courses should preferably be made via the weDance.io app or in text form (e.g., by email).

§ 9 Right of Withdrawal

The contracting partner has the right to withdraw from the contract within 14 days of conclusion of the contract without giving reasons. In the event of withdrawal, compensation for the value of services provided up to that point must be paid, provided that the customer has expressly agreed that execution begins before the expiration of the withdrawal period. The execution of the service regularly begins immediately after booking, including within the withdrawal period.

A right of withdrawal does not exist for workshops with fixed dates.

§ 10 Liability

(1) The liability of the Balance 1 Academy for contractual breaches of duty and tort is limited to intent and gross negligence. This does not apply to injury to life, body, and health of the member, nor to claims arising from the breach of cardinal duties (essential contractual obligations).

(2) No liability is accepted for the cloakroom of contract participants or for any valuables brought along, unless damage is based on a grossly negligent or intentional breach of duty by the Balance 1 Academy or its vicarious agents.

§ 11 Use of Content, Film and Photo Recordings

(1) Film and photo recordings are occasionally made on the premises of the Balance 1 Academy and at dance performances. The member agrees that film and photo recordings in which the image of the member appears may be distributed and publicly displayed by the Balance 1 Academy for promotional purposes (website, social media, flyers, posters, etc.).

(2) Should the member no longer consent to the use of their image in retrospect, the Balance 1 Academy will refrain from using the relevant images out of goodwill, unless significant expenses were incurred for the use of the images that would become futile as a result of the omission. If an alternative agreement was made individually by contract, that agreement shall apply.

(3) If parents do not agree to photos or films of their children being published during public presentations, we request a brief notification.

§ 12 Final Provisions

(1) The law of the Federal Republic of Germany shall apply exclusively to this contract and its execution.

(2) Should any provision of this agreement be or become legally invalid, the validity of the remaining provisions shall remain unaffected thereby. In place of the invalid provision, a regulation shall be deemed agreed upon that comes closest to the economic purpose of the invalid clause.

(3) Amendments or additions to the contract must be made in text form to be effective.

(4) Place of jurisdiction is Berlin.

(5) The **house rules** of the Balance 1 Academy must be followed by everyone.