

# General Terms and conditions

## Amsterdam Dance Centre

### Article 1: Memberships

1. Registration as a member of the Amsterdam Dance Centre (hereinafter referred to as ADC) is performed by fully completing and submitting / sending the registration form. This registration can (shortly) also be done on our website [www.amsterdamdancecentre.nl](http://www.amsterdamdancecentre.nl) as on paper at the front desk. A membership has a duration one year.

1. a. Membership fee is €25, - per year and must be paid upon registration.

2. Once ADC has received the application form, membership begins on the date that is filled in by the member on the application form. When the member didn't enter a date, we will use the date on which we received the application form. ADC reserves the right to use the data provided for communication with its members.

3. After payment of the membership the member receives the ADC card. Only on presentation of a valid ADC card the member can get access to a class.

4. The cardholder is liable and responsible for the use or abuse of the card. The ADC card is personal and non-transferable. The card remains the property of ADC.

5. In case of loss, theft or other things making the card unusable, commitments remain unaffected. A replacing card can be obtained for €10, -. The old card will be blocked.

6. Memberships that are not linked to a subscription or 10 class card, automatically expire upon reaching the end date.

6. a. Memberships that have been obtained with an authorization card (fees are paid yearly by direct debit) in the past at a lower rate and for a minimum duration of two years can only be cancelled by writing an email no later than one month before the expiration date of the two -year period.

After this period the membership is automatically extended by one month at a time at the then prevailing rates.

6.b. Memberships cannot be put on hold temporarily.

6.c. Memberships that have a subscription linked to them are automatically renewed **and** cashed by direct debit one month prior to the expiration date of the membership.

6.d. Memberships with a 10-card or Unlimited card linked to them that are expired need to be extended right away at the front desk of ADC in cash or by debit card transaction.

### Article 2: Subscriptions

1. ADC subscriptions can only be purchased if the customer is in possession of a valid membership.

1.a. A member who is in the possession of a subscription can take all classes (disciplines) with the exception of courses that we offer separately with a separate class card.

1.b. Any stamps on stamp cards given on classes taken with a subscription, will be declared invalid and not counted in the balance of the stamp card

2. The ADC subscription, (Blue/ Pink/ Green) can start at any time and is always for the duration of 6-months (Blue / Pink) or one year (Blue / Pink) or for two years (Green). After this period, subscriptions are automatically extended for one month at a time for the then applicable rates. All ADC subscriptions can only be used if the customer is in possession of a valid membership, see Article 1.

2.a. Subscriptions cannot be put on hold temporarily with the exception of the described situation in article 2.b

2.b. In case of long-term injury or illness (longer than 30 days) The subscription can (once during the term, temporarily) be put on hold with a maximum of six months. An 'on hold' is only possible upon presentation of a medical certificate or other acceptable proof and cannot be retroactive. In the event of 'on hold, the end date of the subscription will be extended for the duration of the temporary " on hold' situation. Financial obligations will also be suspended for the duration of the 'on hold' situation. Absence for study, internship, work, moving, pregnancy or holiday does not entitle termination or 'on hold' possibilities of the subscription referred to in this Article.

3. All subscription payments are being collected monthly on the last Monday of the month, by direct debit only. Abo Blue and Pink have a time requirement of 6 or 12 installments, abo Green for 24. The 1st month installment should (possibly in combination with a new membership) always be paid by cash or debit card transaction at the front desk of the ADC.

3.a. In case of tacitly extension of the subscription the new membership fee for the following year will be collected by direct debit in the month prior to expiration of the membership.

4. A current member getting a subscription at ADC needs to pay the first installment belonging to the chosen subscription at the front desk at ADC. The linked mandatory membership fee will be collected, by direct debit, in the month prior to the month the membership expires.

5. In case of receiving the installment too late for example due to insufficient funds or refusal by the bank of the direct debit for whatever reason, you will be asked by email to manually make the payment to the ADC within five calendar days (at no cost). Outstanding payments will be offered to the bank for direct debit the following month. When more than one installment couldn't be collected, the subscription will be blocked and.€15, - administration fee will be charged. By email you will be asked one last time to pay the outstanding installments + administrative fees immediately. If you fail to pay, we will give the administration to our collection agency without any prior notice. The payment plan lapses and the full balance is payable on demand and relinquished to the collection agency. All resulting costs will be on account of the cardholder.

5.a. By unlawful reversal of the direct debit €25, - administration fee will be charged and the subscription will be blocked immediately.

6. As long as the payment obligation is not fulfilled, the Amsterdam Dance Centre- pass will be blocked and the member may be denied access to ADC. ADC reserves the right to terminate the agreement with the member with immediate effect without the payment expiring. The subscription fee for the after the termination remaining part of the concerning subscription is due and payable on demand.

7. Subscriptions are personal and non transferable.

### Article 3: Ending a subscription

#### BLUE/ PINK/ GREEN

1. A member can terminate his subscription by writing or sending an e-mail ([info@amsterdamdancecentre.nl](mailto:info@amsterdamdancecentre.nl)) in regards to the ADC administration department, Marnixstraat 342 -E, 1016 XT Amsterdam

2. For subscriptions Blue / Pink / Green the notice period is one month before the expiry date of the subscription

3. After the end of the subscription period the subscription will continue at the then prevailing rates however the subscription is monthly determinable with due regard for one full calendar month 's notice as described in art 3.2.

4. Early termination is possible by payment of the then outstanding installments. ADC is then authorized to process one last direct debit of the remaining outstanding installments.

5. ADC reserves the right in case of serious or repeated violation of the house rules, repeated bouncing of the monthly payments or other proved unacceptable behavior, as indicated by the branch manager to terminate membership and / or subscription. The fee for the remaining part of the relevant subscription period is immediately due and payable by ADC.

### Article 4: 10-class cards

1. 10 cards of the ADC can only be purchased if the customer is in possession of a valid membership.

1.a. A member who is in possession of a 10-class card can take all classes (disciplines) with the exception of courses that we offer separately with – normally- a separate class card.

2. The ADC 10 card can start at any time and is valid for a period of 3 months. After this period any remaining balance on the class card lapses. Extensions and / or temporary suspensions are not possible. The 10-classcard is personal and non transferrable. 10 class card can only be used if the customer is in possession of a valid membership see Article 1. The Membership card needs to be shown at the front desk before any class can be taken.

3. The 10-classcard (optionally in combination with a new membership) has to be paid in advance at the front desk of ADC in cash or by debit card transaction in

3.a. A current member who purchases a 10 card at ADC should only pay for the 10 card at the front desk of the ADC.

The linked mandatory membership fee is only charged when the current membership expires. After expiration the payment can be made on the first visit at the front desk at ADC.

4. As long as the payment of membership is not met the 10 card will be blocked without suspension of validity of the card, the member cannot take classes with the card 10.

5. Refunds on remaining classes are not granted

6. Extensions on 10-class cards are not granted.

7. A 10- class card is personal and non transferable.

#### Article 4.a

### Unlimited Card

1. Unlimited cards can be purchased without a valid membership.
  - 1.a A person who is in possession of an unlimited card can take all classes (disciplines) with the exception of courses that we offer separately with – normally- a separate class card..
2. The ADC Unlimited card can start at any moment and is valid for 4 weeks. Extensions and / or temporary suspensions are not possible. The unlimited card is personal and non transferrable.
3. The unlimited card has to be paid in advance at the front desk of ADC in cash or by debit card transaction.
4. Refunds on unlimited cards are not granted.
5. Extensions on Unlimited cards are not granted.

#### Article 5.

### Fee change and surcharges

1. ADC reserves the right to make interim price changes to the rates. ADC will announce price changes on the website and through announcements in the studio 2-week minimum prior to the price change. For the current subscription period and outstanding 10- class cards or unlimited cards prices will not be changed.
2. ADC reserves the right to introduce a surcharge per class for a certain period (s) per year. At least one month before the period students will be informed through an announcement on the website and in the studio. Surcharges also apply to subscription holders.

#### Article 6.

### Student discount (abo ROZE)

1. ADC offers discounts on its subscriptions to students studying full time (abo ROZE). Students must submit an official registration form of his / her education to qualify for such a discount. The certificate must state the name of the student, the current study year (normally Sept 1 (year) until Aug 31st (year+1) at the specific institution, student numbers and the name of the institution, issued and signed by the educational institution (Copies of registration emails and / or copies of studielink are not accepted). All changes affecting the granting of discounts need to be communicated by the student as soon as possible to the ADC.
  - 1.a. Only the management of the ADC is authorized to make the final decision of granting the discount. Desk staff are not authorized to grant a discount. The ADC has the right to reject the student discount when receiving incomplete-, or false registration documents.
  - 1.b. A student can file for a student subscription at the front desk of ADC, if still without an official registration certificate as defined in art 6.1. The official registration form needs to be handed over at the latest within the prescribed period on the first request of the ADC. If after the request the student fails to prove entitlement to the discount the student discount will not be granted and the regular rate will be charged from the starting date of the closed subscription. ADC reserves the right, in this case to charge € 15, - administrative costs. The above does not give the student the right to terminate the subscription.
  - 1.c. Granted student discount is valid for the period indicated on the submitted registration form. In case the duration of the registration form expires within the term of the subscription the student needs to hand in a new registration form. If the student does not hand in the registration form within 14 days after the expiration date of the current registration form , or upon request of the ADC, the student discount will expire and will retroactively be adjusted to the regular rate (BLUE). If a student subscription is converted into Blue ADC reserves the right to charge € 15, - administrative costs.
  - 1.d. Discount is not granted retroactively.

#### Article 7:

### Opening hours

1. ADC reserves the right to change the opening hours
2. On official- and public holidays, ADC locations reserve the right to be closed.
3. ADC reserves the right to be closed for an ' acceptable period 'but no longer than 30 days in the event of fire , floods or relocation. The member has no rights in this case to terminate or suspend his term payment obligations.
  - 3.a. In case the ADC is closed for a continuous period longer than 10 days, current subscriptions, 10- and unlimited cards will be extended free of charge for a corresponding period. Refunds are excluded

#### Article 8:

### Classes

1. ADC reserves the right to cancel classes. Cancellation will be published by notifications on the website and / or social media
2. The schedule can be found on the website, Facebook page and can be picked up at the front desk. ADC reserves the right to adjust the schedule at any time.

#### Article 9:

### Risk and Liability

1. Joining a course, taking class (es) or participating in an activity of any kind, at ADC, is at the own risk of the member/ student or any third party.
2. ADC, the management, other employees and / or other persons acting on behalf of ADC will not accept any liability for material or immaterial damage caused by accident or injury of the member and / or third parties arising in any manner whatsoever.
3. ADC, the management, other employees and / or other persons acting on behalf of ADC will not accept any liability for damage, loss or theft of property of the member or any third party.
4. Each member is responsible for damage to property of ADC, if such damage is to blame to negligence and / or fault of this member.
5. ADC is not liable for not receiving email sent to the customer by inaccurate or changed email addresses from the recipient.

#### Article 10:

### House rules

1. Students are supposed to be aware of the house rules of ADC and to act accordingly.
2. The general conditions and the house rules will be handed out by desk staff when buying a membership/ 10 class card or subscription, and are published on the website [www.amsterdamdancecentre.nl](http://www.amsterdamdancecentre.nl) and can be received upon request at the front desk of ADC.

#### Article 11:

### General conditions and applicable rights

1. On these terms and all contracts entered into by or with ADC, only Dutch law applies.
2. Disputes that arise from the agreement between the member and ADC will be settled by the competent court in the district where the ADC is located.
3. By signing the application form the member states to know and accept the terms and conditions and the house rules of ADC
4. ADC is entitled to change the house rules and the general conditions. Modified house rules apply with immediate effect and for all; modified terms and conditions apply for new members and for members whose membership under Art. 2.2 of these general conditions is extended.

Version October 14th 2016