

# General Conditions Amsterdam Dance Centre

Effective: September 1, 2021

## Article 1:

### Registration Memberships

**ADC memberships give a discount on 'the 1 lesson card' and allow you to purchase a 10-lesson card or a subscription. (non-members cannot purchase 10 lesson cards or subscriptions)**

- 1.a** You can register as a member of Amsterdam Dance Centre (hereinafter referred to as ADC) online or at the front desk of the ADC.
- 1.b.** The membership fee is € 40,- and is a one-time purchase.
- 1.c.** On the date of purchase a membership begins. ADC reserves the right to use the provided data for the purpose of communication with its members.
- 1.d.** If a membership has been purchased online, the new member will be handed his membership card on his next visit to the ADC. A photo will also be taken to identify the new member. Memberships purchased at the desk are immediately handed a membership card and a photo is immediately taken. Only on presentation of a valid ADC pass is the member entitled to the tuition fees associated with published prices.
- 1.e.** Memberships are valid at all locations of the ADC.
- 1.f.** The pass holder is liable and responsible for the use or misuse of the pass. The ADC pass is personal and is not transferable. The pass remains the property of ADC.
- 1.g.** In the event of loss or theft or otherwise in the event of an undisturbed ADC pass, a replacement pass must be obtained against payment of € 5. In that case, the old pass will be blocked.
- 1.h.** For customers who purchased a membership before 1 Sept 2021, a term of 1 year applies.

## Article 2:

### Subscriptions

**with an ADC subscription you can follow unlimited classes of the adult schedule, with the exception of the 'courses'.**

- 2.a.** Subscriptions of the ADC can only be purchased and used if the customer is in possession of a valid membership. See article 1.
- 2.b.** A member who is in possession of a subscription and a valid membership can participate in all classes (disciplines) with the exception of the separately offered demarcated courses for which, a separate class card is offered.
- 2.c.** The ADC subscription, has 3 variants :
- \* **6 months/** valid location Centrum + IJburg
  - \* **IJburg 6 months/** only valid on location IJburg
  - \* **1 year/** valid location Centrum + IJburg

Subscriptions can start on any day of the month.  
Subscriptions **automatically stop** after 6 months or one year after the purchase date (depending on the chosen subscription).

### (temporary) on hold Subscription

- 2.1.a.** Interim termination is not possible for any subscription with the exception of a temporary on hold in the situation described under art.in 2.1.b
- 2.1.b.** In the event of a long-term injury or illness (longer than 30 days), the subscription can be stopped once during the term, temporarily, up to a maximum of six months. This Temporary on hold is only possible after the submission of a doctor's statement or other plausible evidence and cannot be granted retroactively. In case of temporary on hold, the end date of the subscription will be extended by the duration of the temporary on hold and the financial obligation will be suspended for the duration of the temporary on hold. Temporary on holds only goes per whole month.
- 2.1. c.** Absence in connection with study, internship, work, relocation, pregnancy or vacation does not entitle you to the temporary on hold or termination of the subscription as referred to in this article.

### SUBSCRIPTION PRICES + PAYMENTS

- 2.2.**
- |                          |                           |
|--------------------------|---------------------------|
| <b>6 months -</b>        | 6 installments of € 70,-  |
| <b>IJburg 6 months -</b> | 6 installments of € 50,-  |
| <b>1 year -</b>          | 12 installments of € 60,- |

- 2.2.a.** All subscriptions bought on the 1st to the 14th day of the month, pay a pro rata amount upon registration.

The first direct debit (= 1st instalment) is collected on the first day of the following month.

All subscriptions bought on the 15th to the last day of the month, pay a pro rata amount + a full term upon registration. The first direct debit (= 1st instalment) is collected on the 1st day of the month after a calendar month has passed after the purchase of the subscription

**2.2.b.** All instalments are paid on the basis of advance payment by direct debit.

For this direct debit, the customer must be in possession of a valid IBAN bank account number.

Customers who have used a Credit card or Debit card when purchasing a subscription online are requested by e-mail to provide an IBAN account number within 14 days. In the absence of a valid IBAN account number, the subscription will be blocked without suspension of payment obligations.

**2.2.c.** In the event of late receipt of the instalment payment due, for example as a result of insufficient balance or for whatever reason, you will be informed by email of a double term collection in the following monthly payment term (without costs). Missed monthly instalments that are still open are automatically offered back to the bank for collection in the following month. If it turns out that two instalments in a row are not collectable, a blockade will be placed on the subscription and € 15 administration costs will be charged. By email you will be asked one last time to pay the outstanding deadlines + administration costs immediately. If you fail to do so, we will hand over the administration to the collection agency without further notice. The payment arrangement will then lapse and the full remaining amount of the outstanding instalments will be immediately due and payable and handed over for collection. All resulting costs will be borne by the pass holder.

**2.2.d** In the event of unlawful reversal (chargeback), € 25 administration costs will be charged and the subscription will be blocked immediately.

**2.2.e.** As long as the payment obligation has not been met, the Amsterdam Dance Centre pass will be blocked and the member may be refused access to the ADC branches. ADC reserves the right to terminate the agreement with the member with immediate effect in the event of a payment arrears, without the payment obligation being cancelled. The subscription fee for the remaining part of the relevant subscription after termination is immediately due and payable on the date of termination.

**2.2.f.** Subscriptions are personal and not transferable to third parties.

**2.2.g.** ADC reserves the right to terminate a membership and/or subscription if the client does not act according to the house rules or other unacceptable behavior and also in the event payments, for the installments repeatedly bounce. The subscription fee for the remaining part of the relevant subscription period after termination is immediately due and payable as of the termination date.

## Article 3.

### CLASS-cards

Class cards are offered in 2 variants

- Class cards that can be purchased if the customer is in possession of a membership as described in article 1.
- Class cards that can be purchased without being in possession of a membership as described in article 1.

**CLASS cards with membership** Purchase can be done online or at the counter.

These class cards are offered in 3 variants

**1 class card: € 17,50**

- valid for 3 months from the day of purchase (13 weeks)
- valid at all locations of the ADC

**10 class card: € 130,-**

- valid for 3 months from the day of purchase (13 weeks)
- valid at all locations of the ADC

**Course card:**

- valid for a continuous number of weeks for 1 specific class.

**3.1.a.** The ADC class card can take effect at any time. After the expiry of the term, any remaining balance on the card will expire.

**3.1.b.** Extensions and/or temporary on holds are not possible. The class card is personal and is not transferable to another person.

**3.1.c.** In the event that the customer is still in possession of a membership purchased before 1 Sept 2021 and this expires during the term of the lesson card, the customer must purchase a registration membership as described in article 1. As long as the customer is not in possession of this membership, the lesson card cannot be used. However, the duration of the lesson card will continue unchanged.

**3.1.d.** Refunds on remaining lessons will not be granted or honored.

**CLASS cards without membership** Purchase can be made online or at the counter.

The lesson cards are offered in 2 variants

**1 CLASS card: € 22,50**

- valid for 3 months from the day of purchase (13 weeks)

- valid at all locations of the ADC
- unlimited card: € 190,-
- valid for 4 weeks from the day of purchase
- valid at all locations of the ADC

- 3.2.a.** The ADC class card can take effect at any time.
- 3.2.b.** Extensions and/or temporary on holds are not possible. The class card is personal and is not transferable to another person.

#### Article 4.

### Rate changes and surcharges

- 4.1.** ADC reserves the right to change rates any time. Price changes will be announced on the website and through announcements in the studio, @ 2 weeks prior to the price change. For the current memberships / subscriptions and lesson cards, the prices will not be changed during the current term.
- 4.2.** ADC reserves the right to charge a supplement per class for a certain period(s) per year. At least 1 month before the period, the customers will be informed of this through the website and on any schedule leaflets. Surcharges also apply to subscription holders and class cards.

#### Article 5.

### Opening Times

- 5.1.** ADC reserves the right to change the opening hours.
- 5.2.** On official and recognized public holidays, the ADC branches are entitled to be closed.
- 5.3.** ADC reserves the right to be closed for 'acceptable period' in case of fire, water damage, relocation, or other unforeseen situations. In this case, the member cannot derive any rights to dissolve or suspend his term payment obligations.
- 5.4.** In the event that the ADC is closed for a continuous period longer than 10 days, current lesson cards will be extended by a proportional period. Refunds are excluded.
- 5.5.** In the event that the ADC is closed for a continuous period longer than 10 days, the ADC will offer a FREEZE situation to its subscribers. The FREEZE conditions are described below.
- 5.6** If the subscriber does not respond to the first offer to FREEZE, he agrees that the monthly instalment payments continue as normal.

#### Article 6.

### CLASSES

- 6.1.** ADC reserves the right to cancel classes. Cancellation will be announced on the website on the schedules and / or on social media. The ADC will also make every effort to inform customers who have registered online by e-mail
- 6.2.** The class schedule is published on the website. ADC reserves the right to adjust the class schedule at any time.

#### Article 7.

### Risk and liability

- 7.1.** Participating in or following a class or course and/or activities of any kind, at ADC, is entirely at the member's own risk.
- 7.2.** ADC, the management, employees and/or other persons acting on behalf of ADC do not accept any liability for material or immaterial damage as a result of accident or injury of the member and / or third parties, arising in any way whatsoever.
- 7.3.** ADC, the management, employees and/or other persons acting on behalf of ADC do not accept any liability for damage, loss or theft of property of the member and/or third parties.
- 7.4.** Each member is liable for damage caused to property of ADC, if this damage is due to the negligence and/or fault of this person.
- 7.5.** ADC is not liable for the non-receipt of sent email to the customer, due to incorrect or changed email addresses of the addressee.

#### Article 8.

### BOOKING CLASSES

#### 8.1. ONLINE BOOKING

All classes/ class cards and subscriptions can be purchased and booked online  
You can book 14 days in advance.  
There is a maximum on the number of bookings that can be made online per class.  
After purchasing memberships and/or subscriptions online, you can pick up your membership card on your first visit to the studio. A photo will be taken of you for identification. All online booked classes must be 'checked in' at the front desk before the start of the class on presentation of your membership card. If you are unable to hand over your membership card, the right to participate the class expires and the administration of the lesson will be handled according to the rules set out below in 'HOW to cancel online'.

#### 8.2. AT THE FRONT DESK OF THE ADC

All classes/ class cards and subscriptions can be purchased at the front desk.

- single classes only for the same day and with availability,
- only pin payment is possible
- there is a maximum on the number of students per class

#### Article 9.

### House and rules of conduct

- 9.1.** The Member is deemed to be aware of the house and rules of conduct of ADC and to act accordingly.
- 9.2.** The general terms and conditions and the house rules of ADC are stated on the website [www.amsterdamdancecentre.nl](http://www.amsterdamdancecentre.nl) and can be requested at the ADC desk.
- 9.3. Sound and image recordings**  
During the classes, image and sound recordings can be made, also of the audience. If you are present at the classes, you agree that you can be captured on image and / or sound and that these images can be made public. You can't derive any rights from this.

#### Article 10:

### General terms and conditions and applicable law

- 10.1.** These terms and conditions and all agreements entered into these terms are exclusively governed by Dutch law.
- 10.2.** Disputes arising as a result of the agreement between the member and ADC shall be settled by the competent court in the district where the ADC principal place of business is located.
- 10.3.** By purchasing memberships /class cards / subscriptions and or individual lessons, the customer declares to know and accept the general terms and conditions and the house and rules of conduct of ADC.
- 10.4.** ADC is entitled to change the house rules and general terms and conditions. Changed house rules and/or general terms and conditions apply immediately and to everyone.

## Ad **FREEZE:**

- The Freeze mode is only offered for one term payment. The subscription holder can apply for a freeze by sending a 'blanc' email to: info@amsterdandancecentre.nl ,before the 15th of the month with subject: 'FREEZE'.
- A Freeze modus will never be granted towards past payments.
- A freeze modus will not be granted if there are outstanding amounts in our administration.
- The freeze mode blocks the booking system for 1 month,
- If your subscription is still in the first contracted period (6 months/ 1 year or 2 year) the first possible date for cancellation will be moved up with one month.
- The freeze mode ends automatically after 1 term payment, if you need a new one you will have to send in a new request by email before the 15th of the month.
- We always confirm your request at the latest on the 22nd of the month.
- We are not responsible for mail that ends up in your Spambbox.
- If you are in a freeze mode you do not receive new passwords for the free online classes.
- In case we re-open in the middle of your freeze mode you can only start making bookings for classes offered after the 15th of the month

## ad **HOW TO CANCEL ONLINE RESERVED LESSONS**

- Log in to your ADC Profile
- Click in the menu on the left side, on 'HOME'
- under 'My Classes you will see the 'cancel' button after the booked classes
- If you have booked a class with your subscription, you can cancel the class up to 4 hours before the start of the class. If you cancel too late or you do not show up and you keep a place occupied with your reservation that can no longer be used by someone else, we will charge € 10 for that. This € 10,- is automatically collected with the next installment payment.
- If you have booked a class with a class card,you can cancel the class up to 4 hours before the beginning of the class. The balance (class/cut) will be credited back to your class card. If you cancel too late or you do not show up, you will have lost the class/ cut.