

General Terms and Conditions Courses & Workshops C.

These are the general terms and conditions for Courses & Workshops.

Below you can read what rights and obligations Stichting C. and a Visitor have. This version was updated most recently on 10 July 2023

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General Terms and Conditions Courses & Workshops C.¹

Article 1: Applicability

1.1. When do these conditions apply?

These General Terms and Conditions apply to any offer made by and to every agreement concluded between Stichting C. (hereinafter referred to as "C.") and the party (hereinafter referred to as "the participant") who registers, in connection with a workshop or course organised by the Company. The participant commits to the general terms and conditions set out below in all forms of registration. Upon conclusion of the agreement, the participant also assumes the obligation to pay the full course fee..

1.2 Definitions

In these General Terms and Conditions, the following definitions apply:

- a. *Participant*: any natural person, who does not act in the conduct of a profession or business and who directly or indirectly concludes an agreement with the Company within the context of following a course or workshop.
- b. *Parent and care provider*: the person who is authorised to act on behalf of a minor participant below the age of 16. For the sake of the readability of these General Terms and Conditions, the Parent and Care Provider are not mentioned separately unless this is relevant. Participant therefore includes the parent and care provider.
- c. *Payer*: the person who pays for the course. This can be the participant himself or a parent/care provider or a third party.
- d. *Course location*: the actual location of the course or workshop. As well as online, all sites, spaces, fields etc. surrounding it, where the course or workshop takes place.
- e. *Building*: the physical buildings of Stichting C., which should be considered to include that part of the public road adjacent to the Building to which Stichting C. holds a real right in any way or another Location.
- f. *Course or workshop*: any form of art education that is provided during leisure time in the Building and/or the Location or is organised via a digital live stream by Stichting C. Also referred to as the activity.

The applicability of any general terms and conditions applied by the customer is expressly excluded.

Article 2: Registration

2.1 Offers

All offers, announcements or other information and quotations made by the Stichting C. or by third parties are without obligation, acceptance of registration of a participant is not mandatory.

2.2 Registering

Participants can register online with Stichting C. for a course or workshop via www.cpunt.nl. In addition, registration is also possible by telephone or at the central desk of C. The participant receives automatic confirmation of the registration at the e-mail address indicated by the

¹ Courses and Workshops also include similar activities for which the participant registers via the website www.cpunt.nl or via telephone or e-mail.

participant. This confirmation of registration is not yet confirmation that the participant will be able to participate in the course or workshop in question.

2.2 Agreement

In the event the participant registers for a course or workshop with Stichting C., he will conclude an agreement with Stichting C. The rights and obligations inherent in this agreement are in his name and cannot be transferred without Stichting C.'s express approval.

2.3 Communication

All communication of Stichting C. towards the (parents of the) students are made by e-mail. The e-mail address indicated by the parent or participant is used for this purpose. Only the cancellation of a lesson takes place by text message. The mobile telephone number indicated during registration is used for this purpose.

Article 3 Continuing or ending agreement?

3.1 Forms of participation

At Stichting C., we apply two different forms of participation:

1. participants register once for individual or duo music and singing lessons, choirs, ensembles and bands (30 lessons or more) and for Muziekmakers and Muziekbende, which is referred to as a subscription.
2. as regards all other activities (courses), the agreement ends after the final meeting and the participant re-registers for a (subsequent) activity.

3.2 Subscription conditions

In the event the participant registers with Stichting C. for individual or duo music and singing lessons, choirs, ensembles and bands (30 lessons or more) or the Muziekmakers or Muziekbende, this agreement will continue to apply until the participant cancels the lessons. Refer to the 'Termination' paragraph.

All new registrations are handled in the order in which they are received. The order of priority for placing the participants is as follows:

1. Participants from the municipality of Haarlemmermeer who are already on the waiting list.
2. New participants from the municipality of Haarlemmermeer.
3. Existing participants from outside the municipality of Haarlemmermeer who are already on the waiting list.
4. New participants from outside the municipality of Haarlemmermeer.

The participant is informed of a placement as soon as possible. We strive to provide participants with a definitive response regarding placement before the start of the new season.

3.3. Course conditions

In the event the participant registers for a course with a start and end date, the participant will be placed immediately for the course and the participant receives confirmation from C. by e-mail, unless the course has already reached the maximum number of participants. Registrations are handled in the order in which they are received. Participants are placed automatically on the waiting list if there is no room for placement. Participants have the right to dissolve the agreement free of charge if this is the case. If it becomes clear that the activity in question is not going ahead, the participant will be informed thereof at least one week before the start of the course.

3.4 Additional conditions for à la Carte music lessons

Five or ten separate lessons are purchased in case of à la Carte. À la Carte music lessons are subject to a minimum age of 13. The lessons of one card must be attended within one season (course year). The dates on which the participant has lessons are determined in consultation with the teacher.

In the event the participant is not present on the agreed lesson date and time, this lesson will be considered to have been attended, unless the participant has cancelled at least 24 hours in advance. The lesson will be made up if the lesson does not take place because the teacher is ill. The lesson form cannot be ended or converted into a different lesson form in the interim.

Article 4 Rates and payment methods

4.1 VAT

The rates for all lessons and courses at C. for participants aged 21 or over are inclusive of 21% VAT. The start date of the course is applied as reference date in this connection. In the event the participant turns 21 during the course period, no VAT will be charged on during this course.

4.2 Rates (the course fee)

The rates for courses and workshops can be found on the website (www.cpunt.nl). The rates are always indicated inclusive of 21% VAT and apply in the event the participant pays the course amount to C. as a lump sum. If the participant wishes to pay in multiple instalments, C. will charge 3% in interest spread over the monthly instalments. In the event the participant joins later, the course amount will be calculated in proportion to the number of lessons to be followed. The number of instalments is reduced proportionately in this connection. Unless otherwise indicated, the rates do not include the following costs:

- consumption of coffee and/or tea
- purchase or hire of musical instruments
- purchase of music books or CDs
- purchase of dance or other clothes
- additional consumption of materials

4.3 Payment method

At C., we prefer payment by means of direct debit. We ask the participant or the parent/care provider to communicate the IBAN number of the payer for this purpose. The payer determines whether the whole amount is paid as a lump sum or in multiple instalments. In the event the payer wishes to pay in multiple instalments, we apply a number of direct debit instalments determined in advance by C. The (instalment) amount is debited from the account indicated around the first of the month in the month the activity commences or in the next month at the latest. The payer receives a digital invoice at the e-mail address indicated during registration before direct debit takes place. The invoice indicates the dates of the direct debit instalments

4.4 Overdue payments

In the event the direct debit collection cannot take place through no fault of C.'s, the participant will be required to pay the course amount or instalment to C. himself. In the event C. has not received the reversed amount in time, a reminder will be sent two weeks after the due date. A second reminder is sent if payment still has not been made after one month. In the event the second payment reminder is not complied with either within the term set, a notice of default will be sent and the collection will be handed over to a bailiff. All costs incurred by C. in this connection, including statutory interest, will be charged to the participant. After collection has handed over to a bailiff, the participant will also be denied access to the lessons without such

releasing the participant from the payment obligation. Additional registrations are not handled if there are payment arrears. In the event C. debits incorrectly, the customer will be contacted immediately and a refund will be performed within a reasonable term.

Article 5 Discounts

5.1 Discounts general

C. grants a discount in respect of lessons in several cases. Participants can find the amount and conditions of these discounts in the overview below. All discounts are subject to the condition that the participant is required to submit the evidence immediately upon registration or before the final dispatch date. In the event the participant registers by telephone or via the website, the participant sends us the evidence while indicating the course code and the name of the participant, the address and the place of residence. The participant may send the information to C., PO Box 110, 2130 AC Hoofddorp or send an e-mail to info@cpunt.nl. The participant can qualify for only one discount at a time per registration. In case of multiple discounts, the discount with the highest discount amount will apply. Summer discounts constitute an exception to the above. This discount is provided in combination with other discounts.

5.2 Student discount

If the participant is not aged over 27 on 1 August preceding a course season and the participant is attending a full-time daytime course¹ (this means further education, it does not concern high school education) the participant will be eligible for a student discount of 25% on all courses (excluding workshops and trial lessons). This is subject to the condition that the participant sends a copy of his student card (with card number and course year) or a copy of proof of registration at the educational institution to C., PO Box 110, 2130 AC Hoofddorp or sends an e-mail to info@cpunt.nl before 15 September of the season concerned. You should render all irrelevant data on the copy of the registration illegible. You can use the KopieID government app for this purpose.

5.3 HaFa discount

The participant qualifies for the HaFa discount if the participant follows a HaFa course. This is a reduced rate for individual and duo music lessons. Conditions for eligibility for this discount are that the participant has lessons every week and that the participant submits proof of membership of a concert band or brass band association to C. before 1 November of the season concerned. This may be done by post addressed to C., PO Box 110, 2130 AC Hoofddorp or by sending an e-mail to info@cpunt.nl. A third condition is that the participant for whom this rate has been applied follows the theoretical lessons and sits the related exam. These conditions have to be met again every season. The discount is 41% in the season 2022-2023.

¹ It applies to a full-time follow-up course and not to secondary school education.

5.4 Early bird discount

In the event the participant registers for a course in the next course season in the month of June, the participant will receive a 5% discount on the course amount. This discount does not apply to individual and duo music lessons and singing lessons or to Muziekmakers and Muziekbende. This discount does apply in combination with other discounts referred to above.

Article 6 Other schemes

6.1 Stichting Leergeld

Children in the age group of 4 up to and including 18 whose parents have insufficient financial means to allow their children to attend lessons at C. are entitled to a discount via Stichting Leergeld. Stichting Leergeld is a safety net for children whose family income is less than 120% of the statutory assistance criterion and for whom the available facilities, which are often municipal, are insufficient and in which connection government agencies are unable to reach these children. See www.leergeld.nl/haarlemmermeer or call telephone number: 06 29 35 22 18, for the application brochure or further information. You can claim on this scheme at C. after Stichting Leergeld has approved this. You are required to submit the evidence from Stichting Leergeld to C.'s Information & Tickets desk. The scheme with Stichting Leergeld does not apply to individual or duo music or singing lessons. The customer remains responsible for payment of the lessons for as long as the documentary evidence has not been submitted.

6.2 The Youth Culture Fund

The Youth Culture Fund is intended for children and young persons between the ages of 4 up to and including 18 who are unable to become members of a drama club or another institution for artistic activities for financial reasons. Children and young persons from Haarlemmermeer have the option of following courses at C. via the Haarlemmermeer Youth Culture Fund. Recognised intermediaries may submit an application (parents are unable to do this) This application may be submitted by completing a digital registration form at <http://www.allekinderendoenmee.nl> Visit www.jeugfondssportencultuur.nl for all conditions and for further information.

6.3 Haarlemmermeer participates

Adults with minimum wage can apply for a budget for participation in sports, recreational or cultural activities. More information can be found at [Haarlemmermeer doet mee! voor volwassenen | gemeente Haarlemmermeer \(haarlemmermeergemeente.nl\)](http://haarlemmermeer.doetmee.nl).

Article 7 Termination

7.1 Distance agreement

After a distance agreement has been concluded, the participant has the right to dissolve the distance agreement without providing reasons for a period of fourteen calendar days. There is no right to dissolve if the course commenced before the term of fourteen calendar days ended.

7.2 Courses and subscriptions

As indicated above, C. applies two different forms of participation. We apply the following conditions for termination:

7.3 Terminating the subscription

7.3.1 During the first course year of the subscription

During the first season of the subscription, C. applies two moments at which notice of termination may be given free of charge:

- if the participant wishes to stop the lessons as from the new course year, the participant will give notice of termination before 1 July.
- if the participant wishes to stop the lessons as from 1 January, the participant will give notice of termination before 1 December of the previous year.

7.3.2. Subscription lasting longer than one course year

If the subscription of the participant in question has been in effect for longer than one season, the participant will be able to terminate on a monthly basis free of charge. Your lesson agreement ends on the first day of the month taking into account a one-month notice period. Example: the participant sends the notice of termination on 15 October: the lesson agreement will be terminated on 1 December.

7.4 Termination of participation in courses and other activities

The participant has the right to cancel free of charge up to at most six weeks before the start of the activity. The participant owes the full course fee if termination takes place later. This condition also applies if the participant registers within six weeks before the start of the activity. Termination of the distance agreement forms an exception to this. This only applies if the participant registered via our website (www.cpunt.nl).

7.5 Interim termination of long-term courses

Long-term courses are courses that involve more than 25 lessons or that last at least 5 months. The participant can also terminate these long-term courses early. This is possible effective as from 1 December of the current course year. Termination is then effective as from 1 January of the same course year. In the event the participant has already paid the entire course amount, the course fee that was paid in excess will be refunded. This amount is calculated on the basis of the number of lessons performed in the period up to 1 January of the current course year.

A settlement is drawn up for the instalments. The course fee that is still owed will be debited during the final period that the participant still follows lessons.

7.6 Exception to the payment obligation

It is only possible on rare occasions that the payment obligation is stopped simultaneously with the deregistration, namely:

- in case of serious illness or an accident on the part of the participant, which means that the participant is unable to attend lessons for more than two months.

If the participant has to give notice of termination for the reasons set out above, the participant will have to do so in writing while stating the reasons for termination.

In the event the participant informs us in advance, the actual date of admission to the hospital will apply; if the participant provides the information after the fact, the date of receipt of the written notification (or e-mail) will apply. C. decides whether the reason for termination does indeed constitute an exception. Once the deregistration has been accepted, the participant will receive confirmation of deregistration and a final settlement. If the participant does not deregister, the participant will not be entitled to a refund. Written notice of termination may be sent to C., PO Box 110, 2130 AC Hoofddorp or you may send an e-mail to info@cpunt.nl.

Article 8 Changes to the programme and cancellation of lessons

8.1 Changes to the programme

C. reserves the right at all times to:

- cancel an activity if there is insufficient interest,
- to make programme changes C. considers necessary,
- engage teachers other than those indicated in the programme,
- there are also other situations² as a result of which lessons cannot take place or have to take place in amended form. The following conditions apply in such cases:

8.2 Cancellation of lessons

8.2.1 Music lessons

A full lesson season is charged for participation in individual or duo music or singing lessons or Muziekmakers or Muziekbende, which take place from the start of the course year. The number of lessons are given or set off on a pro rata basis if the participant starts later.

The aim is to make up the lessons at a different moment if lessons are cancelled due to the absence of the teacher or for other reasons. The course fee is not refunded including in the event the lessons cannot be made up. We aim to replace teachers who are absent for more than two weeks.

8.2.2 Courses

The number of lessons per season is indicated for all courses with a start date and an end date. In the event one or two lessons are cancelled, the end date of the activity in question will be moved if possible in such a manner that the full lesson programme can be carried out. The course fee is not refunded including in the event the lessons cannot be made up. We aim to replace teachers who are absent for more than two weeks.

8.3 Cancellation of lessons by the participant

If a participant is unable to attend a lesson, we request that the participant notifies the teacher

² Examples of such situations include: illness on the part of the teacher, situations of force majeure such as emergencies or extreme weather conditions. But also the absence of a (large) number of participants at a certain lesson.

thereof as soon as this becomes known. If you are unable to contact your teacher, you may call the Information & Tickets desk on telephone number 023 566 95 65 or send an e-mail to info@cpunt.nl while referencing: the course name, the participant's name, the name of the teacher, the date and time of the lesson. The participant is not entitled to a refund of the course fee or to attend an additional lesson if the participant is unable to attend.

Article 9 Other obligations of the participants

Article 10 Privacy

We would like to refer participants to our [privacy statement](#) for further information on how C. handles the processing of personal data.

Article 11 Liability

C. is not liable for the theft of, damage to and/or the disappearance of the property and goods of participants. C. is not liable for accidents. Our third-party liability is insured by means of a corporate liability insurance. All legal relationships between the participant and C. are governed by Dutch law.

Article 12 Other provisions

11.1 Disclaimer

Despite the constant care and attention C. devotes to the composition of its website www.pier-k.nl, it is possible that the information that is published on this site is incomplete, incorrect and/or not up to date. All prices and information shown on the website are subject to approval. The price indicated in the definitive invoice is considered to be guiding.

11.2 Suggestions for rectification

If the participant has a tip, compliment, advice or suggestion for improving our services, we will be pleased to hear about them. You may communicate them by:

- sending an e-mail to info@cpunt.nl,
- send a letter to C., PO Box 110, 2130 AC Hoofddorp.