



General Terms and Conditions

1. Applicability

These General Terms and Conditions describe the contractual relationship between the Kara Johnstad School Of Voice, represented by the sole proprietor Kara Johnstad (hereinafter called “Music School”) and the Participant (hereinafter called “Student”) or his legal representative (parent).

2. Registration

Registration is ongoing throughout the year, subject to space being available. Students declare their intention to enter into a binding contractual relationship with the purchase of a single-visit pass, monthly plan or prepaid multi-visits pass through School Of Voice’s online registration system, an e-mail or their signature on the registration form. The contract for enrollment in the program specified in the application shall be formed only if School Of Voice confirms the student's registration in writing by mail or email.

3. Teaching Location / Office

Our teaching locations are located at (1) Herbergerweg 14, 14167 Berlin-Zehlendorf and (2) Pasewaldstr. 16, 14169 Berlin-Zehlendorf, where you also find our office. If necessary, another teaching location can be announced at short notice..

4. Trial Lesson

Give us a try with a discounted first lesson. This is a good opportunity to find the best music school for yourself or your child, ask questions and see if the teacher and student are a good match. We offer a discounted trial lesson for most of our programs, but not for all: i.e. all services personally rendered by Kara Johnstad, open group classes and those offered by external third party service providers are excluded from this.

5. Contractual Period and Termination

a. MONTHLY PLANS

i. BASIC

The teaching agreement based on the “BASIC” plan is entered into for an indefinite period of time. The teaching agreement can be canceled twice a year, with a 30 day cancellation notice at the end of February and August 31st.

ii. FLEXI

The teaching agreement based on the “FLEXI” plan is entered into for a period of one month. The teaching agreement automatically renews at the end of a one-month term if not canceled with a 30 day cancellation period to the end of the month.

iii. KARA JOHNSTAD

The teaching agreement based on the “KARA JOHNSTAD” plan, is entered into for a period of three months. The teaching agreement automatically renews at the end of a three-month term if not canceled with a 30 day cancellation period to the end of the term.

b. PREPAID MULTI-VISITS PASSES

Prepaid passes (i.e. 10 Pack: Private Lessons) are punch cards with a specified number of visits that students can use anytime. Unused visits expire 36 months after the date of purchase.

c. PREPAID PLANS, COURSES OR SHORT-TERM EVENTS

The teaching agreement is entered into for a specified number of months or visits as individually defined for each prepaid plan, course or short-term event. The teaching agreement ends after the last scheduled event date.

All withdrawal requests must be submitted in writing, i.e. by email to office@schoolofvoice.berlin. Any oral notifications addressing a teacher are not rendered effective.

6. Teaching Time

The duration of a teaching unit is as long as it is defined in the teaching agreement.

For students subscribed to the BASIC group plan or FLEXI plan for group classes, there are no regular lessons and classes on Berlin school holidays (including bridge days) and public holidays. This fact is already included in the monthly contributions; the obligation to pay remains during the free period. This means that lessons are generally given in 36 weekly lessons per calendar year.

For students subscribed to the FLEXI plan for private lessons, teaching is ongoing throughout the year, except for public holidays.

Optionally, students can complement their current plan by buying additional single or multi-visits passes or by upgrading their monthly plan.

7. Makeup Policy for Individual Lessons

The School Of Voice does not require a teacher to make up any lesson canceled by students with the exception of a flexible single-visit lesson and flexible lessons deducted from a valid multi-visits lesson pass for adults (i.e. 10 Pack: Private Lessons), whereby in this case the latter shall be eligible for make-ups if canceled with more than 48 hours notice prior to the scheduled lesson time at our sole discretion. No-shows and same-day cancellations are not eligible for make-ups. Payments MUST be made for all missed lessons. There is NO refund for classes missed due to student absence. Please note that you are paying for date and time specific appointments, NOT a guaranteed number of lessons/classes.

In the event that a lesson/class must be missed it is requested that we are notified as soon as possible, preferably by cancelling your lesson/class in your online account, or by email or phone, so the teacher can plan accordingly.

School Of Voice does not freeze any membership plans, except in extreme cases. If a student has missed 3 weeks of class due to serious illness, please inform our office immediately and present a medical certificate.

All missed lessons due to the teacher's absence, if a substitute teacher is not available, will be made up. In the case that a student declines two make-up lesson times suggested by the teacher, no prorated refund for the remaining lessons will be given.

8. Tuition

The current tuition table (price list) shall be valid and integral part of the teaching agreement. The tuition fee for the "BASIC" plan fixed-term contract is an annual fee paid in 12 monthly installments.

Changes in the tuition table shall be promptly communicated to the participant. Participant is then requested to agree to the new tuition table within one month time. If the participant declines his consent, both parties shall reserve the right to cancel the contract without notice on substantial grounds.

Purchase is required to enroll in short term events like drop-in classes, workshops, seminars or concerts, and prepaid courses. Unless otherwise agreed, the agreed tuition or event fee is to be paid in advance and

shall be due on the day of the event at the latest. Fees for commenced events, courses or course parts are to be paid in full. In case no written cancellation will be received at the latest 7 days before scheduled event, the full event fee will be charged.

9. Terms of Payment

Tuition, and fees and other service charges are payable in full immediately upon enrollment via money transfer to the account of

Beneficiary: **Kara Johnstad**
Deutsche Bank: **IBAN: DE82100701240012935300**
BIC/SWIFT: **DEUTDEDB101**
Stated purpose: **Name of the student, and program description**

Monthly tuition payments are due on the first day of each month in advance.

Single payments can be made online within the music school's online registration system via Paypal.

School Of Voice is entitled to charge Euro 5,00 for any reminder in case of default in payment. In the case of a returned debit, School Of Voice will charge a processing fee in the amount of €9.50.

10. Privacy Policy

The School Of Voice Privacy Statement must be separately approved by the Participant by means of their electronic signature during the creation of their Online Account or by signing it on the School of Voice Data Protection Agreement form. The full text of the privacy policy is published on our website: www.schoolofvoice.berlin/privacy-policy/ in both the online HTML format and as a PDF document.

11. Liability Limitations

The liability of Kara Johnstad, School Of Voice and legal representatives and assigns towards the students and users of the services made available by Kara Johnstad, School Of Voice, shall be limited to intent and gross negligence. School Of Voice is not responsible for personal property lost or damaged on our premises.

12. Legal Relations

The legal relations between the School Of Voice and the participant are under private law. Students (customers/purchaser/participants) are natural persons, who are not acting in the exercise of their commercial or independent professional occupation, as well as individuals or legal entities, or legally constituted private limited companies, with whom a business relationship has been formed, and who are acting in the exercise of their commercial or independent professional occupation. We will not acknowledge any standard terms and conditions of the student (customer/purchaser/participants), even in those cases where we have not expressly objected thereto.

13. Written Form Requirement, Place of Jurisdiction, Severability Clause

The teaching agreement must be in writing. Amendments, changes or any other agreements made verbally also require written confirmation before becoming effective. Exclusive jurisdiction is in Berlin, Germany. Shall one of these general terms and conditions be or become invalid or should there be a gap in the general terms and conditions which has to be filled, this shall not affect the effectiveness of any other provision. In such a case the parties undertake to commence negotiations with the aim of replacing any invalid provision with a provision which comes as close as possible to achieve what the parties from the commercial point of view intended to achieve by means of the original provision