General Terms and Conditions Lessons and Courses



Contract and payment obligation

Enrolment in a lesson or course means entering into a contract and a payment obligation with BplusC.

Payment by Direct Debit

Upon enrolment, you will be asked to authorise BplusC to collect the amount payable by direct debit. If a direct debit order is reversed by the bank twice, BplusC shall unfortunately be forced to terminate this. You will then receive an invoice for the remaining amount payable, with the request to pay this amount within two weeks. Also see under 'Payment by Invoice'.

Payment by Invoice

If you, upon enrolment, do not issue BplusC with a direct debit mandate, you will receive an invoice. You must pay the amount due into bank account number NL16ABNA0240063147 in the name of BplusC, stating the invoice number, within 2 weeks of receipt of the invoice.

Payment in Instalments

Course fees exceeding € 75.00 are payable in a maximum of ten monthly instalments. Payment in instalments is only possible via direct debit. The number of instalments is subject to the starting date and duration of the course.

Overdue Payment

If any payment is found to be overdue you forfeit the right to attend lessons until the moment that these overdue payments have been paid in full, and we may refuse you entry to classes.

Termination of contract and reimbursement of course fees

Right of withdrawal

Online enrolments may be withdrawn within 14 days without any additional costs or payment obligation. The 14-day time limit commences on the day following the online enrolment. The withdrawal has to be submitted via cursusadministratie@BplusC.nl within this time limit. The right of withdrawal lapses automatically upon your attendance of the first class of the course.

Course cancellation

Most courses require a minimum number of students to go ahead. If this minimum attendance level is not reached, BplusC will, if at all possible, offer an alternative option. If the student does not wish to make use of this offer, s/he can cancel her/his enrolment free of charge. In the event of there being no alternative option, BplusC may cancel the course, thereby releasing the student from her/his payment obligation.

Premature termination

Requests to terminate a course or lesson prematurely must be submitted via e-mail to cursusadministratie@BplusC.nl. The date of BplusC receiving the request will serve as the reference date from which your cancellation is effective.

If you wish to terminate a course prematurely, you will remain under an obligation to pay the course fee, unless these conditions are met:

- You move to a municipality outside the Leiden region. Even if you move house within this region and your move
 results in higher tuition fees, you may prematurely terminate your course. You must provide proof of your
 termination of residence from the council concerned.
- You have contracted a long-term illness or injury disabling you demonstrably from participation in the rest of the course.
- You have been following music lessons for more than one year (12 months) and your enrolment has been tacitly renewed.

If your cancellation request meets one of these criteria, you will be charged an administration fee of € 25. - and your payment obligation will lapse subject to a cancellation period of one month.

The Head Lessons & Courses at BplusC may, in exceptional cases, make exceptions to these conditions for premature termination and waive or reduce the tuition fee owed. Duly substantiated requests to this end must be submitted via cursusadministratie@BplusC.nl.

Termination of contract

With the exception of music lessons, all course contracts will be terminated automatically at the end of the course. If you wish to participate in a next course, you should enrol anew.

Tacit renewal enrolment music lessons

Instrumental and vocal music lessons are part of a multi-year learning trajectory. Enrolment in these lessons is tacitly renewed at the end of the first year until further notice.

De-enrolment music lessons end of course year

Enrolments in music lessons are tacitly renewed at the end of the course year. If you do not wish to continue your lessons in the new course year, you may de-enrol without giving notice or incurring any charges by sending an email to <u>cursusadministratie@BplusC.nl</u>, provided you do so by 20 July. If you de-enrol between 20 July and 1 September, you will be charged an administration fee of € 25. -. After 1 September a cancellation period of one month applies, and you will be charged an administration fee of € 25.-.

Reimbursement tuition fees cancelled lessons

Lessons may occasionally have to be cancelled due to the teacher being ill. Lessons cancelled because of the teacher's illness will as far as possible be tagged on at the end of the course. BplusC guarantees a minimum number of lessons. The minimum number of lessons that is guaranteed depends on the number of lessons making up the course, as specified below. If this minimum number of lessons is not reached, you are entitled to a refund. Reimbursement of tuition fees due to lesson cancellation is done at the end of the course year.

Number of course lessons	Number of lessons guaranteed
Up to 10 lessons	Number of lessons planned
10-20 lessons	Number of lessons planned minus 1
20-30 lessons	Number of lessons planned minus 2
30-40 lessons	Number of lessons planned minus 3

Force majeure

Force majeure refers to a situation where BplusC is unable to meet its contractual obligations or has to suspend these due to circumstances for which BplusC cannot be held accountable, such as, for instance, the restrictive Corona measures imposed in 2020.

The basic principle of the law is that in the event of force majeure, BplusC is not obliged to pay compensation for any damage incurred by the counterparty (such as a library member, pupil, student, client or cooperation partner of BplusC), since its failure to fulfil its obligations cannot be apportioned to BplusC.

Whilst BplusC does not have to fulfil its contractual obligations or may suspend these in case force majeure can be invoked, BplusC must, however, exert itself to limit any damage to the counterparty, by meeting its obligations in a different manner or at another or later time, for instance.

Conditions 5-, 10- and 15-lesson tickets music

- The lessons are to be spread over the season, unless otherwise agreed with the teacher beforehand.
- If the student is unable to attend the lesson, the lesson must be cancelled with the teacher no later than 48 hours before the lesson, or, in case the teacher cannot be reached, with the BplusC course administration via cursusadministratie@BplusC.nl or via 0900-2323000 (standard phone costs). If the cancellation request comes later, the lesson will be considered to have been given.
- In the event of the teacher being unable to teach, a substitute teacher will, if possible, be found. Should this prove impossible, the lesson will be cancelled and rescheduled for a later date.
- The multi-lesson ticket is valid for one season; any lessons that have not been used due to a fault on the student's part by the end of the school season will not be refunded. Any lessons that have not been used due to illness or inability to attend on the teacher's part will be refunded at the end of the school year.

Portrait rights

In order to showcase the activities taking place at BplusC, activities may be photographed and/or filmed. These photographs and videos are stored for a maximum of two years and are used to provide information about and promote our activities via our communication channels (website, social media, brochures, newsletters, leaflets, flyers and other printed matter). Of course, we take every care that this material is used appropriately. Should you wish not to be photographed at one of our events/activities, please make this known to a member of staff yourself or speak directly to the photographer. You can at any time send an email to persoonsgegevens@BplusC.nl to report any unauthorised use of visual material. We will make every effort to remove the photograph concerned.