

# GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN "DANCE PERFECT" COURSES AND LESSONS

## 1. Introduction

- 1.1 The following are the General Terms and Conditions of DANCE PERFECT, s.r.o., a company with its registered office in Prague 1, Staré Město, at Národní 25/961, Postal Code 110 00, Id. No.: 278 70 081, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Inset 123003 (hereinafter the "Dance Perfect Studio"). The Dance Perfect Studio provides particularly teaching services in the area of art and dance.
- 1.2 These General Terms and Conditions stipulate the mutual rights and obligations of the Dance Perfect Studio and the participants in courses, dancing lessons and any other events organised by the Dance Perfect Studio (hereinafter the "participants" or a "participant").
- 1.3 These General Terms and Conditions also include consent of the participants to processing of their personal data (Article 12).

## 2. Registration in Courses and Execution of Contract

- 2.1 Registration in a specific course is made on the basis of a written filled-in registration form delivered by the participant to the Dance Perfect Studio either in person at the reception, by post or by means of an electronic form. At the time when the Dance Perfect Studio confirms to the participant (in writing or by e-mail) that it has received a properly filled-in registration form, a services contract is automatically entered into between the Dance Perfect Studio and the participant.
- 2.2 The list of courses provided by the Dance Perfect Studio, as published on the website or in other promotional materials, does not constitute a binding proposal for execution of a contract; such a proposal is made only upon delivery of a properly filled-in registration form by a participant.
- 2.3 The mutual contractual relationship includes the obligation of the Dance Perfect Studio to secure the provision of services consisting in teaching dance or other services based on the parameters published in the list of courses on the website or other promotional materials of the Dance Perfect Studio and the corresponding obligation of the participant to pay the agreed price for the provision of these services to the Dance Perfect Studio.
- 2.4 By signing the registration form, the participant confirms that (s)he has become thoroughly acquainted with these General Terms and Conditions and that (s)he agrees with them without any reservations and to the full extent. These General Terms and Conditions are an integral part of the executed services contract.
- 2.5 Furthermore, by signing the registration form, the participant confirms that (s)he has become thoroughly acquainted with the rules of operation and the safety regulations of the Dance Perfect Studio and that (s)he is sufficiently familiar with his/her own state of health, where this state of health does not fully or partly prevent him/her from using the services of the Dance Perfect Studio.
- 2.6 If a certain course or Open Class lessons are ordered for the benefit of a third party, the latter (the participant) is bound by the services contract and the General Terms and Conditions of participation in the courses and lessons of the Dance Perfect Studio as from the time when the third party expresses consent to the ordered course. The consent may be expressed either by means of an application for booking a certain date and time for the course, by confirmation of a previously proposed date and time of the course or at the time of first participation in the course or Open Class lesson. The person who ordered the course for a third party is obliged to familiarise the third party (the participant) for whom the course was ordered with the contents of the contract and the General Terms and Conditions.

## 3. General Rules of Organisation of Courses

- 3.1 The scope of the courses, individual lessons and other events provided, including their prices, is based on the applicable offer of the Dance Perfect Studio valid at the time of ordering the service.
- 3.2 The dates and times of the individual lessons follow from the schedule published before the beginning of each period and then updated from time to time by the Dance Perfect Studio. Up-to-date information is provided on the website at [www.danceperfect.cz](http://www.danceperfect.cz) and is also displayed on the premises at the seat of the Dance Perfect Studio. Each participant is obliged to regularly check this up-to-date information and become acquainted in due time with any changes.
- 3.3 With the exception of courses for children up to 10 years of age, each participant will be provided, against payment of a refundable deposit, with an electronic chip enabling access to the premises of the Dance Perfect Studio where the ordered and paid course takes place. Before each lesson, the participant is obliged to identify him/herself by this electronic chip at the reception of the Dance Perfect Studio at Národní 25, Prague 1. A participant is obliged to notify the Dance Perfect Studio without delay of loss of or damage to the electronic chip. In that case, the Dance Perfect Studio shall provide the participant with a duplicate electronic chip for a fee of CZK 300.
- 3.4 The services of the Dance Perfect Studio include particularly the provision of (a) half-year courses; (b) short-term courses and (c) Open Class lessons.

## 4. Half-Year and Short-Term Courses

- 4.1 The Dance Perfect Studio shall reserve a place for a participant in a specific chosen course for the period of 7 days from confirmation of acceptance of the registration form. If the participant fails to pay the price of the course within this period, the reservation and the services contract between the Dance Perfect Studio and the participant automatically terminate.

- 4.2 If a course has already begun, the Dance Perfect Studio may include a participant in the course based on its own discretion and particularly based on the capacity of the course. In that case, the participant is obliged to pay a proportional part of the price of the course, corresponding to the number of calendar months in which the participant will participate in the given course. However, the participant is not automatically entitled to be included in a course that has already begun.

- 4.3 The Dance Perfect Studio may change the place of a course, the teacher of the given course or the programme of the course (provided that at least the basic parameters of the course and the original number of lessons are maintained). The Dance Perfect Studio is obliged to inform the participants of the change at least 3 days in advance by an e-mail message or in some other suitable form. The Dance Perfect Studio may also change the date and time of the entire course. If a participant is unable to participate in the course at the new date and time, (s)he is entitled to a refund of the paid price of the course (or the price of its unattended part if the change occurs after the course has begun).

- 4.4 In case of illness or other absence of a teacher, the Dance Perfect Studio may replace the teacher by a different teacher with the same or similar qualifications. If a different teacher is not available before the beginning of a particular lesson in the course, the lesson may be cancelled and the participants may be offered this lesson at a different date and time. In respect of the first substitute lesson within a given course, the participants who are unable to participate in the lesson at the new date and time are not entitled to a refund of the proportional part of the price of the course. In respect of any further substitute lessons, a participant who has already been previously offered at least one substitute lesson in which (s)he was unable to participate, and is now again unable to participate, has the right to a refund of the proportional part of the price of the course (i.e. the price of the particular lesson).

- 4.5 If a lesson is missed, a participant in a half-year course may make up for up to 3 missed lessons in other courses of the same or similar type, duration and price. Up to 5 missed lessons may thus be made up in children's courses. In courses purchased for a shorter period of time (i.e. if the participant signs up after the beginning of the course), the participant has the right to make up for missed lessons pro rata in the ratio to the total length of the course in which (s)he is participating. The participant must make up for all the missed lessons during the same half year as that in which the course is provided. After expiry of this period, the participant loses the right to make up for any missed lessons.

## 5. "Open Class" Lessons

- 5.1 A participant may attend individual "Open Class" lessons according to his/her choice after signing up for the "Open Class" programme. The participants may sign up in person at the reception, by post or by means of an electronic form. These lessons may be purchased either individually or on the basis of a discounted non-transferable pass issued to a specific person.
- 5.2 An "Open Class" pass is issued for 5 lessons with a 2-month validity from the date of issue; for 10 lessons with a 3-month validity from the date of issue; or for 20 lessons with a 5-month validity from the date of issue. Lessons not attended during the validity of the pass are not reimbursed or compensated for. However, in exceptional cases (prolonged illness), the Dance Perfect Studio may grant an exemption based on its own discretion.
- 5.3 If an Open Class lesson is missed, the participant does not have the right to make up for it in a different lesson.

## 6. Participation of Children in Lessons

- 6.1 Persons under 18 years of age may participate in courses or individual lessons of the Dance Perfect Studio only with the explicit consent of their parents or legal representative. Persons under 10 years of age may participate in children's classes only if they are accompanied by their parents, other legal representatives or an adult person who accompanies them with the consent of the legal representative (hereinafter "accompanying adult person").
- 6.2 The parents, other legal representatives or accompanying adult persons are responsible for the children (i.e. particularly for any harm caused by the child to the health or property of third parties, and also for any injury or harm incurred by the child) until the children are taken over by the teacher of the given course upon entry to the hall and, after the end of the given lesson or when the children end their participation therein, immediately after taking them over from the teacher at the same place. The parents, other legal representatives or accompanying adult persons are obliged to supervise the children during the entire period of time when they are present on the premises of the Dance Perfect Studio before the beginning and after the end of the given lesson. If children participate in a lesson without being accompanied, the Dance Perfect Studio cannot accept responsibility for them, except for the period when the children are present in the hall with the teacher during the lesson.
- 6.3 If a child, in view of its age, cannot attend the entire lesson without interruption and must leave the hall, the responsibility for the child is taken over at this time by the parent, other legal representative or accompanying adult person, until the child again enters the hall where the lesson is taking place.

## 7. Obligations of Participants in Lessons

- 7.1 When attending a course or an individual lesson, a participant is obliged to comply with instructions of the Dance Perfect Studio and the teachers

- or other persons providing services to the participant on behalf of the Dance Perfect Studio. Furthermore, a participant is obliged to adhere to the rules of operation of the Dance Perfect Studio, which are available on the website at [www.danceperfect.cz](http://www.danceperfect.cz) and at the place of the course.
- 7.2 During attendance in the courses organised by the Dance Perfect Studio, a participant may not (a) interfere with organisation of the course; (b) bother other participants in the course by his/her behaviour; (c) misuse or tamper with the electronic chip; and is obliged to comply with the principles of hygiene and decent behaviour.
- 7.3 If a participant ascertains that his/her state of health does not allow him/her to continue attending a course or continued attendance could endanger his state of health, (s)he is obliged to report this fact immediately at the reception of the Dance Perfect Studio and immediately leave the given lesson.
- 7.4 The participants are obliged to safely lock their lockers where they leave their things. Money and other valuables or expensive things may under no circumstance be left in the lockers; the participant are obliged to take such things with them to the hall where they will be under their constant supervision. The Dance Perfect Studio strongly recommends all participants not to bring money, valuables and expensive things to the lessons.
- 8. Price and Payment Terms**
- 8.1 The prices of the courses are given in the pricelist of the Dance Perfect Studio valid at the time of ordering the course unless some other price is agreed. The specific price of the course is always set out on the payment receipt sent or handed over in person to each participant. The prices of the courses are inclusive of VAT.
- 8.2 The price of a course is payable within 7 days of confirmation of the participant's registration form by the Dance Perfect Studio or before the beginning of the first lesson, whichever is earlier, unless the parties agree otherwise. This does not apply to "Open Class" lessons, where the price is payable immediately at the time of ordering the lesson.
- 8.3 The price may be paid by the participant by bank transfer to the account of the Dance Perfect Studio or in person (in cash or by payment card) at the place of the course unless agreed otherwise in a given case, within the deadlines set out in Art. 8.2 or before the beginning of the respective "Open Class" lesson. If the price of the course is not paid within this deadline, the Dance Perfect Studio is entitled to refuse to provide services to the participant until the outstanding amount is paid.
- 9. Liability for Damage**
- 9.1 A participant is liable for any damage (s)he causes to the Dance Perfect Studio or any third party in relation to his/her attendance in the course.
- 9.2 The Dance Perfect Studio is liable to the participants for any harm to the health or property if such damage was caused by representatives of the Dance Perfect Studio either intentionally or by negligence.
- 9.3 The Dance Perfect Studio is not liable for any harm to the health or property caused by a participant to him/herself intentionally, by negligence, recklessness or overestimation of his/her physical shape.
- 9.4 The Dance Perfect Studio is not liable for any harm to the health or property incurred by a participant as a result of non-compliance with a procedure or instructions of the Dance Perfect Studio or its teachers under Art. 7.3 above.
- 9.5 The Dance Perfect Studio is not liable for any damage caused to things that were left at variance with Art. 7.4 in a locker, i.e. deposited outside the spaces intended for this purpose.
- 10. Withdrawal by Dance Perfect**
- 10.1 The Dance Perfect Studio is entitled to immediately withdraw from the services contract in the event that circumstances independent of its will prevent it from providing services at the agreed date and time and also at a substitute date and time, if appropriate. In that case, the participant is entitled to a refund of the paid price of the course or the price of its unused part if the withdrawal (i.e. cancellation of the entire course) occurs after the course has begun. In these cases, the parties may agree on the provision of some other substitute service (e.g. a similar course at a different date and time and within a corresponding scope).
- 10.2 Furthermore, the Dance Perfect Studio is entitled to immediately withdraw from the services contract on the grounds of gross breach of the participant's obligations following from these General Terms and Conditions (particularly those stipulated in Art. 7.2), from the rules of operation or from the executed services contract. In that case, the participant is obliged to pay the Dance Perfect Studio a contractual penalty in the amount of the price of the unused part of the course. The entitlement to a contractual penalty pursuant to the previous sentence shall be set-off against the participant's entitlement to a refund of the unused part of the course. This agreement on contractual penalty shall in no way prejudice the right of the Dance Perfect Studio to compensation for damage caused by the participant.
- 10.3 The Dance Perfect Studio is entitled to expel forthwith from a lesson a participant who repeatedly or grossly breaches his/her obligations following from these General Terms and Conditions (particularly those stipulated in Art. 7.2), from the rules of operation or from the executed services contract. In that case, the given participant is obliged to leave the premises where the lesson is taking place without delay.
- 11. Withdrawal by a Participant**
- 11.1 A participant is entitled to withdraw from the services contract immediately in the event of gross breach of the obligations of the Dance Perfect Studio following from these General Terms and Conditions or the executed services contract. In that case, the participant is entitled to a refund of the paid price of the course or the price of its unused part if the withdrawal occurs after the course has begun.
- 11.2 A participant is further entitled to withdraw from the services contract on the grounds of health reasons duly demonstrated by a document issued by the given physician, having the character of a serious prolonged (several-month) disease or serious injury. In that case, the participant is obliged to pay the Dance Perfect Studio the following cancellation fees:
- (a) 20 % of the price of the ordered course if the withdrawal occurs not later than 7 days before the commencement of the course;
  - (b) 60 % of the price of the unused part of the course if the withdrawal occurs later than 7 days before the commencement of the course or at any time after it has begun.
- 11.3 A participant is also entitled to immediately withdraw from the services contract without stating the reason for withdrawal. However, in that case, the participant is obliged to pay the Dance Perfect Studio the following cancellation fees:
- (a) 50 % of the price of the ordered course if the withdrawal occurs not later than after the first lesson in the course;
  - (b) 100 % of the price of the ordered course if the withdrawal occurs at any time after the beginning of the second lesson in the course or later.
- 11.4 Only the price of the unused part of the course shall always be refunded in the event of withdrawal. The aforementioned cancellation fees shall be set-off against the participant's entitlement to a refund of the unused part of the course.
- 12. Personal Data Protection**
- 12.1 The Dance Perfect Studio is registered by the Office for Personal Data Protection under Reg. No. 00037100 as personal data processor. The Dance Perfect Studio collects and processes personal data of the participants that are disclosed to it in relation to the performance of the services contract, particularly personal data provided by the participants in the registration form.
- 12.2 By signing the registration form for a course or "Open Class" programme, the participant gives consent to the collection and processing of his/her personal data provided to the Dance Perfect Studio for the purposes of performing the services contract and, furthermore, for the purposes of internal analyses and for marketing and commercial purposes, including offers of other services of the Dance Perfect Studio. This consent is granted for the entire term of the given course and the subsequent 5 years from execution of the services contract.
- 12.3 All data obtained from the participants are used exclusively for internal purposes of the provider and are not disclosed to third parties.
- 12.4 A participant has the right of access to his/her personal data and the right to correction of the data including other statutory rights to these data. At the same time, (s)he has the right to withdraw his/her consent to processing of personal data at any time.
- 12.5 In the event of a change in the personal data of a participant, particularly in respect of the mailing address, permanent address or other contact details (telephone number, e-mail), the participant is obliged to notify the Dance Perfect Studio of the change without undue delay after the change occurs.
- 12.6 Each participant explicitly agrees with sending information on future activities of the Dance Perfect Studio (i.e. discounts, events, new services, etc.).
- 13. Final Provisions**
- 13.1 These General Terms and Conditions are valid from 1 February 2012.
- 13.2 The Dance Perfect Studio is entitled to modify these General Terms and Conditions at any time, where the new version shall be effective from the date of publication of the General Terms and Conditions on the website at [www.danceperfect.cz](http://www.danceperfect.cz). These General Terms and Conditions in the version effective as of the date of execution of the services contract concerning a specific course are applicable to all the participants. If these General Terms and Conditions are modified after the execution of the services contract, the modification shall not have effect on the rights and obligations of the parties to the contract; however, the parties may adopt the new wording of the General Terms and Conditions.
- 13.3 Should any provisions of these General Terms and Conditions become invalid or ineffective, this shall in no way prejudice the validity of the other provisions or the validity and effectiveness of these General Terms and Conditions as a whole. The parties shall replace the invalid or ineffective provisions of these General Terms and Conditions with such valid or effective provisions that correspond as far as possible to the sense and objective of the invalid or ineffective provisions.
- 13.4 These General Terms and Conditions were prepared and are made available in Czech and English language versions. In the event of any discrepancy between these language versions, the Czech version shall prevail.
- 13.5 Any and all contractual relationships arising out of these General Terms and Conditions or from the executed services contract shall be governed by the generally binding legal regulations of the Czech Republic.