

General Terms and conditions of Oropuro Dance Community B.V. herein referred to as ODC.

## Article 1: DEFINITIONS

The following terms – including those conjugated in the plural or singular – are defined as follows in these general terms and conditions, unless the nature or purport of the provisions below dictate otherwise.

1. Oropuro Dance Community (herein referred to as ODC) : the user of these general terms and conditions, established at Theemsweg 38, 1043 BJ in Amsterdam, registered with the Trade Register under Chamber of Commerce number 8218063.
2. Student: the party with whom ODC has concluded or intends to conclude an agreement.
3. Agreement: all agreements concluded between ODC and the student whereby ODC undertakes in respect of the other party to teach dance classes and perform any workshops on the basis of a single class credit, punchcard, or a subscription.
4. Punchcard: a virtual card ordered by the student, which entitles the student to participate in a certain number of classes.
5. Subscription: an agreement concluded between ODC and the student, which entitles the student to take classes during a certain period.
6. Class: each individual dance class or workshop provided by ODC to the other party on a specific day and at a specific time. Classes have a corresponding credit value.
7. Website: ODC company page, with login details for the other party to gain access via [www.oropuro.nl](http://www.oropuro.nl), on which single class credits, punchcards and subscriptions can be ordered or taken out and which enables the other party to sign up for classes. Single class credits, punchcards and subscriptions can also be taken out at the location of ODC.

## Article 2. MONTHLY SUBSCRIPTIONS

1. A student who is in the possession of a subscription can take all classes offered in the regular weekly class schedule. Special courses and workshops may or may not be included; this will be specified in the workshop or course description.
2. An ODC subscription can start at any time and is valid for a minimum of one month. The subscription will be tacitly renewed, one month at a time, unless the subscription is cancelled in accordance with the provisions of the following paragraph.
3. The subscription ends by written cancellation to [info@oropuro.nl](mailto:info@oropuro.nl). The subscription ends 30 days after the cancellation request has been received. This period may or may not include a debit order payment, depending on the start date of the particular subscription.
4. Subscriptions cannot be put on hold temporarily.
5. In case of long-term injury or illness (longer than 30 days) The subscription can (once during the term, temporarily) be put on hold with a maximum of three months. An 'on hold' is only possible upon presentation of a medical certificate or other acceptable proof and cannot be retroactive. In the event of 'on hold, the end date of the subscription will be extended for the duration of the temporary 'on hold' situation. Financial obligations will also be suspended for the duration of the 'on hold' situation. Absence for study, internship, work, moving, pregnancy or holiday does not entitle termination or 'on hold' possibilities of the subscription referred to in this Article.

### Article 3. PUNCHCARD

1. A student who is in possession of a 10-class punchcard can take all classes offered in the regular weekly class schedule. Special courses and workshops may or may not be included; this will be specified in the workshop or course description.
2. The ODC punchcard can start at any time and is valid for a period of 90 days after purchase. The validity of the punchcard furthermore expires if the student has signed up for the maximum number of 10 classes within the validity period of 90 days. After this period any remaining balance on the class card lapses. Extensions and / or temporary suspensions are not possible. The Punchcard is personal and non transferrable.

### Article 4. SINGLE CLASS CREDIT (DROP-IN)

1. A student who is in possession of a single class credit can use this credit to take part in any class from the regular weekly schedule, to the value of one credit. Special courses and workshops may or may not be included; this will be specified in the workshop or course description.
2. The ODC single class credit is valid for a period of 30 days after purchase. The validity of the single class credit furthermore expires if the student has signed up for one class within the validity period of 30 days. After this period, the single class credit lapses. Extensions and / or temporary suspensions are not possible. The Punchcard is personal and non transferrable.

### Article 4. PRODUCTS, PRICES AND PAYEMENTS

All prices include 21% BTW but exclude service fees. Service fees will be calculated at checkout. All products are *personal, non-refundable and non-transferable*.

1. Payment of subscription amount is made on a monthly basis by direct debit, unless expressly agreed otherwise.
2. If timely payment is not made, the student's default will be effective by law.
3. When more than one installment couldn't be collected, the subscription will be blocked. By email the student will be sent a final notice to pay the outstanding installments. Upon failure to pay, the administration will be forwarded to a collection agency without any prior notice. The payment plan lapses and the full balance is payable on demand and relinquished to the collection agency. All resulting costs will be on account of the cardholder.
4. As long as the payment obligation is not fulfilled, the student may be denied access to ODC. ODC reserves the right to terminate the agreement with the student with immediate effect without the payment expiring.
5. ODC will announce price changes on the website and through announcements in the studio one month minimum prior to the price change. Active Punchcards will not be affected by price changes. Active Subscriptions may be affected by price changes however students will be notified in advance and have the option to cancel/adjust their subscription following regular procedure.

### Article 5. SIGN UP AND CANCELLATION OF CLASSES

ODC will decide and advise the correct level of the student. The student can sign up for classes of an appropriate level. The definite determination of the student's level by ODC is not open to discussion.

1. Classes must be signed up for and cancelled through the booking platform Dansapp, via a reservation link sent by email. The student can attain this email link by accessing the Student Portal on the website.
2. Classes can be signed up for as long as sufficient places and credits are available.
3. In case an available place in a class is not timely signed up for, student's participation in that class cannot be guaranteed.
4. In the event that the student did not cancel prior to the start of class, the class credit will be deducted without the the student being entitled to make up for that class at a later time.

#### Article 6. OPENING HOURS

1. ODC has no lessons on the following days: Good Friday, 1st and 2nd Easter Day, King's Day, Liberation Day, Ascension Day, 1st and 2nd Pentecost.
2. ODC will close for Christmas break each year on 23 December and reopen 3 January the following year.
3. ODC reserves the right to close for a period of two weeks for summer break. Students will be able to make up their classes at a different time.
4. ODC reserves the right to be closed for an 'acceptable period 'in the event of fire , floods, relocation or other unforeseen situations. The student has no right in this case to terminate or suspend term payment obligations.
5. ODC reserves the right to cancel a class up to one hour before class or due to circumstances beyond ODC control. Students registered for a cancelled class will be notified via email, whatsapp, website, oral and / or social media.
6. The class schedule is available on the website and via Dansapp. ODC reserves the right to change the class schedule at any time.
7. In case ODC is closed for a continuous period longer than two weeks, current subscriptions and punchcards will be extended free of charge for a corresponding period. Refunds are excluded.

#### Article 7. HEALTH, RISK AND LIABILITY

1. The student declares, to the best of their knowledge, to be in good health and is physically able to participate in the classes and follow the teacher's instructions without harming their health. The student guarantees that they are not aware of any medical or other reason why they should not be able to participate in activities and classes at ODC.
2. Joining a course, taking class or participating in an activity of any kind, at ODC is at the own risk of the student or any third party.
3. ODC, the management, other employees and / or other persons acting on behalf of ODC will not accept any liability for material or immaterial damage caused by accident or injury of the student and / or third parties arising in any manner whatsoever.
4. ODC, the management, other employees and / or other persons acting on behalf of ADC will not accept any liability for damage, loss or theft of property of the student or any third party.
5. Each student is responsible for damage to property of ODC, if such damage is due to negligence and / or fault of this student.

6. Except in the case of intent or deliberate recklessness on the part of ODC, the student shall indemnify ODC against all claims from third parties, for any reason, with regard to compensation for damage, costs or interest relating to the implementation of the agreement by ODC.

#### Article 8. FINAL CLAUSES

1. By purchasing ODC subscriptions/punchcards/single credits/courses/event tickets of any kind, the student states to know and accept the terms and conditions of ODC.
2. ODC is entitled to change the terms and conditions. Up to date terms and conditions will always appear on the website.
3. Dutch law applies exclusively to all agreements and any resulting legal relationships between the parties.
4. Before submitting any disputes to the courts, the parties are obliged to make every effort to resolve the dispute in mutual consensus.