



Toonbeeld Foundation: General Terms and Conditions

These General Terms and Conditions apply to the entire range of courses and all activities in the field of cultural-educational instruction provided by the Toonbeeld Foundation in Terneuzen. By registering for courses/(open) workshops and other activities listed on our website, the registrant agrees to the General Terms and Conditions.

Article 1 Glossary

Toonbeeld Foundation

The Toonbeeld Foundation is a foundation which offers education in music, the visual arts, theatre, art and culture in Terneuzen, registered in the commercial register of the Chamber of Commerce under the number 67473148 located at Bellamystraat 26a, 4532 CP in Terneuzen. Hereafter abbreviated to Toonbeeld.

Annual course/Course block/Workshop/Open workshop

An annual course is a series of lessons that runs throughout the school year, taking place either every week or fortnightly.

A course block is a series of lessons which can start at several points in a school year and automatically stops after the last lesson of the block.

During courses, pupils work according to a lesson structure led by a teacher.

During workshops, pupils basically work independently and there is a teacher present for guidance.

During open workshops, participants work independently and without regular guidance.

Activity

A one-off activity or short-term series of a few lessons such as workshops, lectures, presentations, excursions, etc.

Course fee

The fee for following an (annual) course, (open) workshop or activity as stated on the website. Prior to each school year, the Board of the Toonbeeld Foundation decides on the amount, or indexation of the fees. The fees are published simultaneously with the publication of the new courses on www.toonbeeld.nl and can be requested via info@toonbeeld.nl

School year

The school year runs from 1 September to 31 August. The holiday schedule can be seen on the website.

Participant/pupil/student

The person who is registered for an (annual) course, (open) workshop or other training at Toonbeeld or who has registered for a one-off activity offered at or via Toonbeeld.

Financier/tuition fee payer

The person who is responsible for paying the course fees. If the participant has not reached the age of 18 at the start of the season or at the start of the course, the course fees are to be paid by his/her legal representative such as a parent, guardian, carer or relevant association.

Associations

Pupils can take lessons through an association. The association is then both the registrant and the financier.

Agreement

The Contract of Assignment as defined in Article 7:400 of the Dutch Civil Code that is entered into between Toonbeeld and the student.

Article 2 Registration

1. Registration is for one year, for the total duration of the course block or for an activity, respectively. The Toonbeeld website provides the relevant and applicable information, including the duration of the course.
2. Registration for an (annual) course, (open) workshop or activity can only be made via a completed and signed registration form, preferably online. Registration can take place throughout the year, subject to the provisions of Articles 4 and 5.
3. If the student/course participant has not reached the age of 18 at the time of registration, their (digital) signature must be provided by their legal representative or by a relevant association or institution.
4. Registered prospective students will receive written confirmation of their registration.
5. It is possible to take instrument lessons at Toonbeeld through a music association. Registration then takes place via the association.

Article 3 Placement

1. Toonbeeld considers applications in the order in which they are received. Pupils/course participants are placed and graded on the basis of their age and current level, among other factors.
2. Preferences for lesson days, lesson times and teachers will be taken into account as much as possible. However, no rights can be derived from this.
3. After registration, Toonbeeld will determine whether direct placement is possible. The participant will be informed about this. If there are no places available at the moment of registration, the registered participant will be informed that he/she will be placed on a waiting list. As soon as placement is possible at a later time, Toonbeeld will send notification. If this does not result in a placement, for whatever reason, the next person eligible for the vacant place will be contacted.
4. In case of insufficient interest, Toonbeeld reserves the right to cancel (annual) courses, other programmes and activities.
5. In the event of unforeseen circumstances or force majeure, Toonbeeld reserves the right to adjust the content of lessons/courses/activities or to offer them in a revised form. If adjustments are not possible, Toonbeeld reserves the right to reschedule or cancel the course and refund the course fees already paid.

Article 4 Commencement and duration of the Agreement

1. A school year runs from 1 September to 31 August the following year.
2. Registration for individual music lessons is possible throughout the year. Registration is valid for a whole year from the date of registration and is automatically renewed after one year with a notice period of 1 month.
3. Enrolment for an annual course starting in September applies for a whole school year and is automatically renewed after one year with 1 month's notice.

4. For course blocks and other activities that do not cover a school year, the end of the course block or activity serves as the deregistration date.
5. A ten-lesson card is valid for 6 months, excluding holiday periods.
6. As soon as the participant registers and is enrolled at Toonbeeld, a legally binding agreement is entered into between Toonbeeld and the participant or the financier.
7. The Agreement is therefore entered into for one year or for the duration of the selected course or activity.

Article 5 Payable course fees

1. Course fees are established for the attendance of courses and (open) workshops as well as participation in an activity.
2. The rates for the courses on offer are listed on the website. No rights can be derived from the rates on the website.
3. The course fee payable shall be based on the participant's placement date. If a pupil/participant starts lessons during a school year, the fees shall be calculated pro rata. The course fees are due from the moment Toonbeeld sends the confirmation to the participant.
4. Course fees are exempt from VAT for course participants who are 20 years of age or younger at the start of the school year.
5. Costs of material are not included in the course fee, unless stated otherwise.
6. The financier will receive an invoice for the course fees due.
7. Towards the end of the school year, the participant will receive information about the conditions and rates for the next course.

Article 6 Payment of course fees

1. Course fees are to be paid within 30 days of the invoice date by transfer to Toonbeeld's bank account as stated on the invoice. Annual courses are invoiced in three instalments. If desired, the invoice may be paid in 2 instalments, the 1st instalment within 30 days of the invoice date and 2nd instalment within 60 days of the invoice date.
2. Other courses and activities must always be paid in one instalment and are excluded from payment in instalments unless an explicit request has been agreed. The financier will receive an invoice before the start of the course or activity.
3. All costs arising from failure to pay the course fees on time shall be borne by the financier. This includes statutory interest and any collection costs.
4. If payment of the course fees is in arrears, Toonbeeld is entitled to suspend or terminate the lessons with immediate effect. The financier remains liable for the course fees due. Classes can only be restarted after receipt of the full amount owed, including any additional costs.

Article 7 Instrument rental

Students can rent an instrument from Toonbeeld, subject to availability. General provisions apply to the rent of an instrument. Rental rates and general terms and conditions can be found on Toonbeeld's website.

Article 8 Discounts

1. In principle, potential course participants should not be deterred from taking a course at Toonbeeld because of the course fees. Toonbeeld therefore uses two discount options, namely: a) an income-related discount and b) a discount for multiple annual courses.
 - a) Income-related discount:

- 1) parents can submit an application to the Youth Sport and Culture Fund. For people aged 19 and above, an application can be made to the Adult Sport and Culture Fund. For a fixed amount per year, the pupil/course participant can follow a certain number of lessons. An information package can be requested via info@toonbeeld.nl.
 - 2) To qualify for (partial) exemption from the course fee, the parent(s) can submit an application through the organisation **aan-z**. This scheme is intended for school-age children between 4 and 18 years. For more information please visit: www.toonbeeld.nl/algemeen/steunfondsen.
- b) Discount for multiple, full, weekly annual courses for one person or within a family household. The annual courses must be registered and paid for by the same financier. If several annual courses (weekly lessons) are taken within one family household, the following discount rate applies: after two annual courses, there is a 5% discount on every further course taken.
2. The different discount schemes under a and b cannot be combined.
 3. Discounts do not apply to non-annual courses including (open) workshops, ensemble and group lessons and the 10-lesson cards, projects, and the conservatoire preparatory course. Furthermore, pupils enrolled through an association are not eligible for the discount scheme.

Article 9 Termination of the Agreement

1. After the first full year of enrolment, the enrolled person may cancel on a monthly basis. The notice period is one (1) month and must always be given before the first (1st) day of the month.
2. Termination of an Agreement which does not relate to an annual course shall take place automatically at the end of the course.
3. Premature termination of an Agreement is not possible, except when moving to a location outside the Toonbeeld working area or if necessary for medical reasons. A request to deregister must then be made in writing to the management, stating the reasons, with due observance of one month's notice. Following a decision to deregister, this will take effect from the first of the month following the notice period.
4. After termination of the Agreement, Toonbeeld will calculate whether course fees are still due. The financier will continue to owe the course fees and any additional costs until the amount has been paid in full.
5. In the case of a student's decease, deregistration will take place without payment being due on the remaining portion of the lesson/course.
6. Termination of the Agreement by Toonbeeld may take place with immediate effect if there are compelling reasons, such as misconduct by the student, frequent absenteeism or non-payment. In such cases, there is no right to a refund of paid course fees, nor shall this release the financier from the obligation to pay remaining due course fees.

Article 10 Refund of paid course fees

Lesson or course fees already received will be refunded pro rata or waived if:

1. The pupil or course participant is deregistered prematurely as referred to in Article 9 and the lesson or course fees have been paid in full at the beginning of the lesson/course year;
2. An annual pupil or course participant has been unable to attend lessons over a continuous period of at least 4 lessons due to illness. In the situation where pupils have lessons every fortnight, the number of lessons is 3, with due observance of Article 12;

3. A annual pupil or student has been able to attend fewer than 35 (or 17 in the case of 1/14 days) music lessons or 56 hours of visual arts education lessons during the school year due to absence of the teacher for whatever reason and the unavailability of a substitute.
4. A regular lesson can be replaced by a contact or teaching moment, such as a performance evening or another activity as part of the course. This activity is then included in the total number of lessons given. This will be done in all fairness and in consultation with the teacher.
5. Toonbeeld is entitled to offer a suitable alternative for cancelled lessons within the same season which satisfies the following conditions:
 - a. the alternative includes a (possibly online) lesson (or lessons) of at least the same duration, at a time convenient for the student.
 - b. The alternative may include (joining) lessons given by another teacher;In cases where these alternatives are offered, there is no right to compensation or refund of course fees.
6. Reasons for absence from lessons by the student other than those stated in paragraph 2 will not lead to a refund or exemption from the obligation to pay course fees.
7. No refund is possible for 10-lesson cards.
8. Restitution/waiver as a result of lessons being cancelled by the organisation will be settled and paid out automatically by Toonbeeld. Determination and payment of the refund will take place after the course or at the end of the school year.
9. In the event a participant/financier wishes to request a refund, this can be done in writing until 30 September of the following school year at the latest, via info@toonbeeld.nl.
10. Toonbeeld is not obliged to keep the teacher, lesson day and lesson time free for the participant concerned during the discontinuation of lessons.
11. If a lesson or course is cancelled due to force majeure, the tuition fee will in principle not be refunded. Force majeure also includes any independent circumstance (including but not limited to government measures as a result of epidemics and pandemics), as a result of which fulfilment of obligations under the Agreement is prevented in whole or in part or as a result of which fulfilment of obligations cannot reasonably be demanded of Toonbeeld, regardless of whether that circumstance could be foreseen at the time of conclusion of the Agreement.

Article 11 Trial lessons

1. For individual music lessons, trial lessons may be taken throughout the year, subject to the availability of a teacher.
2. For group courses, a trial lesson can be taken up to and including the second lesson. After that, it is no longer possible to enrol. Deviations from this are possible and will be reported on the website.
3. For open workshops, a trial lesson is always possible and can be taken at any time of the year.
4. If the participant decides to continue after a trial lesson, the cost of the trial lesson will be included in the total price of the offer. If the participant does not continue after the trial lesson, the participant must inform the course administration by sending an e-mail to info@toonbeeld.nl. The trial lesson will not be charged.
5. There is a maximum of 2 trial lessons per year per new participant, which can be followed without any costs being charged if the participant does not enrol. From trial lesson 3 onwards, the participant will be charged a trial lesson fee.

Article 12 Absenteeism

1. If a participant cannot attend an agreed lesson this must be communicated as soon as possible. This can be done via the teacher or by telephoning the secretariat on 0115-745020, or by e-mail at info@toonbeeld.nl. Absence does not constitute grounds for a refund.
2. For a 10-lesson card, if pupils or their parents/guardians have not given notice of absence in good time (at least 24 hours prior to the lesson concerned), the lesson will be considered as having been given.

Article 13 Cancellation of lessons

If Toonbeeld is informed in time that a lesson is to be cancelled, they will notify the participant or financier by e-mail, WhatsApp and/or text message.

1. The participant is responsible for ensuring that Toonbeeld is in possession of their correct contact details.
2. Toonbeeld cannot be held liable if their messages are not read or received.

Article 14 General Data Protection Regulation (AVG)

In the context of the Personal Data Protection Act, Toonbeeld is obliged to inform the participant that his or her data, such as name, address, telephone number and e-mail address are included in a data file. Information on what data is processed by Toonbeeld, and for what purposes, is set out in our privacy statement ([link](#)) which is included on the website.

Article 15 Change in contact details

1. Changes in contact details, e.g. due to relocation of the financier and/or participant, must be made known to Toonbeeld in good time.
2. In the event that the financier and/or participant does not notify Toonbeeld about changes to their contact details, Toonbeeld cannot be held responsible if the participant does not receive notifications of lesson changes.

Article 16 Liability

1. Participation in lessons is entirely at the participant's own expense and risk. The participant is responsible for his/her own safety and property.
2. A participant who acts unlawfully in respect of Toonbeeld or its employees and/or causes damage to Toonbeeld or its property will be held liable. The costs of any such damage will be charged to the participant.

Article 17 Complaints

Complaints regarding the execution of the Agreement, should be reported in writing to the course administration as soon as possible, so that Toonbeeld has the opportunity to address them.

Toonbeeld will endeavour to handle complaints within a reasonable time. A complaint does not suspend the student's payment obligation.

Toonbeeld undertakes to carry out the assignment to the best of its ability and as a careful contractor. The Agreement between students and Toonbeeld is therefore an obligation to perform to the best of one's abilities.



Article 18 Final provisions

All cases not covered or insufficiently covered by these General Terms and Conditions will be decided by the Board of Toonbeeld. These General Terms and Conditions and any disputes arising from them are governed exclusively by Dutch law. All disputes relating to these General Terms and Conditions will be submitted exclusively to the competent court of the District Court of Zeeland-West Brabant.

Approved as at June 2024