



## Terms and Conditions | Joy Dance Lab 2024

These terms and conditions outline the rules and regulations that govern your use of our studio and our services. By using our studio and services, you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.

### Part 1. Definitions:

- 1.1. Organization: Joy Dance Lab
- 1.2. Participant: Dancer, dance student, event participant
- 1.3. Agreement: The agreement is based on these general terms and conditions of Joy Dance Lab, in which the participants enter into a written agreement for the services of Joy Dance Lab.

### Part 2. Applicability:

- 2.1. These conditions apply if the participant has entered into an agreement for dance lessons, workshops, events or any organization from Joy Dance Lab.
- 2.2. Our studio and equipment are provided for the use of our members and participants. You agree to use our studio and equipment in a safe and responsible manner and to follow all instructions provided.
- 2.3. Membership is required to use our studio and services. Memberships are non-transferable and non-refundable. We reserve the right to terminate or suspend membership at any time for any reason.
- 2.4. These conditions apply to every activity. Any use of Joy Dance Lab's services is at the participant's own risk.
- 2.5. Before using any facility or participating in any activity, every participant must ensure that use or participation is medically justified for the person in question. Additionally, every participant must be insured against accidents.
- 2.6. If Joy Dance Lab has advised to obtain a referral letter from the GP before starting training, the participant must do this.
- 2.7. Class schedules are subject to change without notice. We reserve the right to cancel or reschedule classes at any time. We will make every effort to notify members of any changes to the class schedule.
- 2.8. Joy Dance Lab reserves the right to terminate or suspend membership for any participant who violates our rules of conduct. It is expected all members to act in a respectful and courteous manner at all times.

### Part 3: Payment terms and rates

- 3.1. Payment of the membership fee and the one time registration fee are to be paid a week before a new month, or before the first lesson of the month. If payment is not received within 2 weeks after the start of a new month, participant will be charged an administration fee for delayed payment (10€). If a participant registers halfway through the month, the first direct debit may contain two invoices. It will then be included in the following month's collection.  
For example, if a participant registers in mid-August, an invoice will be received for the last half of August and another one for the entire month of September at the end of September if membership continues. Final invoice will be sent within a 5 working days if the membership stops.
- 3.2. Payments may be made by bank transfer or cash.
- 3.3. The amount of the contribution is based on monthly payments, membership packages are based on 1, 4, 8 or 24 lessons. In case of a month with an extra week, participant has the opportunity to add "extra lesson" with a discounted price only for members. For Example: There are 5 Wednesdays in May 2024. If a participant has a "4 Lessons (1x a Week)" package and has regular lessons on Wednesday every week; 24<sup>th</sup> May needs to be counted and invoiced as "Extra Lesson" within the invoice for May 2024. Participant always has the right to decide not to join the lesson on the extra week without losing membership benefits for the upcoming month. You can find the contribution amount on the website under 'Pricing' section.
- 3.4. Trial lesson fee is included in the first membership package price, only if participant signs a membership contract at the end of the trial lesson. Otherwise trial lesson fee will be invoiced separately.
- 3.5. In case of missing lesson; there is a possibility of making up for it by following a class in another group, if there is an availability. Catching up missed lessons is possible in agreement with the teachers and only allowed within the same month, when notice of missing class was given on time. Please notify us beforehand when you cannot attend a class. This is a must in order to be able to make up for a class at another time. Notification is possible by phone, text-message or email.
- 3.6. Special classes, events or workshops are to be paid 1 week before the activity date.
- 3.7. If a membership has been purchased, the participant has a payment obligation towards Joy Dance Lab.
- 3.8. Joy Dance Lab indexes the membership fees once a year in January. Communication regarding an increase outside the indexation takes place by email and announced in the official website. Joy Dance Lab is also permitted to increase the contribution once a year, regardless of indexation.
- 3.9. If, in the opinion of Joy Dance Lab, the payment behavior of a member gives reason to do so, Joy Dance Lab is entitled to exclude the member from further lessons and to deny student's access to the dance school and everything the member owes to Joy Dance Lab for whatever reason is immediately due and payable.

#### Part 4: Membership benefits and cancellation policy

- 4.1. Memberships and lessons are non-transferrable, non-sellable or/and non-refundable.
- 4.2. Trial lesson fee is included in the first membership package price, only if participant signs a membership contract at the end of the trial lesson
- 4.3. Missed classes of the month can be transferred to the upcoming month, only if participant sustain membership by signing/renewing contract with Joy Dance Lab for the upcoming month. If participant has a contract longer than 1 month, then maximum 4 (four) lessons can be transferred to the upcoming month, and transferred lessons will be used after regular lessons are fully consumed. Non-used transferred lessons are going to be deleted at the end of the transferred month. Participant has the responsibility to book classes in time.
- 4.4. For any reason, if participant are unable to finish or want to cancel the agreed package, no refunds will be given (except in the case of severe medical conditions and pregnancy leave. Covid restrictions do not count as such).

#### Part 5: Liability

- 5.1. Joy Dance Lab is not liable for theft or loss of goods.
- 5.2. Joy Dance Lab is not liable if the participant suffers damage in any other way, such damage is due to failure to follow oral or written instructions given, or to the physical or mental condition of the participant.
- 5.3. You agree to assume all risks associated with using our studio and equipment. By using our studio and equipment, you release us from all liability for any injury or damage.
- 5.4. Any injuries must be announced to the teacher before the lesson.
- 5.5. The participant hereby declares that s/he waives all rights to recover damages against Joy Dance Lab for reimbursement of costs, damages and interest as a result of any accident or injury resulting from the performance of services that Joy Dance Lab offers.
- 5.6. The participant must indemnify Joy Dance Lab for damage s/he causes to other participants.
- 5.7. Joy Dance Lab has the right to recover all the additional costs incurred from the participant due to intentional damage on studio property or equipment, vandalism or any reckless action against safe and responsible manners.

#### Part 6: Joy Dance Lab's obligations

- 6.1. Joy Dance Lab is obliged to guide the participants as best as possible during the activity, given the purpose and activity. The content and number of participants are determined by Joy Dance Lab. Joy Dance Lab carries out the activities of dance lessons to the best of its insight, expertise and ability. However, this concerns a best efforts obligation. This means that Joy Dance Lab does not guarantee the success and success of this service nor the extent to which this service contributes to the goal set by the participant.
- 6.2. In the event of illness or absence of the teacher, the participants will be informed in a timely manner, if possible. If possible, lessons will be caught up at a later time and/or a substitute will be deployed.

- 6.3. Force majeure with regard to the agreement means everything that is included in the law and case law. Joy Dance Lab is not bound by its obligations under the agreement if compliance has become impossible due to force majeure. The agreement will then be dissolved.
- 6.4. In the event of illness of the teacher and class cancellation due to force majeure, an alternative will be offered to the participant, if possible.
- 6.5. The national school holidays are observed during holidays and public holidays, unless otherwise communicated with the participant.
- 6.6. Joy Dance Lab always tries to fill in all lessons. But sometimes that is just not possible. As a dance school we reserve the right to cancel a maximum of 2 classes per year without refund of the tuition fee.

#### Part 7: House rules

- 7.1. Joy Dance Lab's house rules are part of these general terms and conditions. These will be sent as an attachment.

#### Part 8: Recommendation

- 8.1. Participant will need a comfortable outfit for class that is suitable to movement. A long skirt or tights are very suitable class wear. A hip scarf to accentuate movement is welcome as well.
- 8.2. Please do not enter the classroom in everyday shoes. We dance in ballet/dance slippers, Socks or barefoot.
- 8.3. When we start working on accessories like veil or cane, we advise you to be in the possession of the required accessory for class and home practice.

#### Part 9: Confidentiality

- 9.1. Joy Dance Lab is obliged to observe strict confidentiality with regard to the information received from and about the participants. The participant's personal information is strictly confidential and will only be used for administrative purposes of Joy Dance Lab.
- 9.2. Your personal information will not be shared with third parties without your consent.
- 9.3. By submitting the registration form (either physically and digitally), Joy Dance Lab has the right to post photos and/or videos on social media channels and also on the participant's online channels. If this is not desired, it must be stated in writing by participant.

#### Part 10: Disputes

- 10.1. The participant can contact Joy Dance Lab with any complaints. All disputes regarding the conclusion, interpretation or implementation of the agreement or the agreements resulting from it can be submitted to the competent court of the district where Joy Dance Lab is located. Dutch law applies in all cases.

# Registration Form

Name: \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Mobile phone number: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Date:

Signature:

By signing the registration form or agreeing to the digital registration form on the website, you agree to the general terms and conditions of the Joy Dance Lab.

We reserve the right to amend these terms and conditions at any time. Any changes will be posted on our website or socials and will be effective immediately.

For your questions, you may contact us via communication channels listed below.

Kind Regards,



**Cansu Derelioglu (Joy)**

Owner / Dance Instructor / Choreographer  
Joy Dance Lab

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Mobile: +31 625-307-333

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[www.joydance.nl](http://www.joydance.nl)



Chamber of Commerce number: 92452914

BTW number: NL004954250B07

Bank account number: NL28 ABNA 0108 8651 93

Digital Copy: <https://www.joydance.nl/terms-and-conditions>