



## GENERAL TERMS AND CONDITIONS OF TANZ-FABRIK

### 1. Scope of application

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all registrations made and contracts concluded via the website [www.tanz-fabrik.ch](http://www.tanz-fabrik.ch), by telephone or by e-mail.

### 2. Subject matter of the contract

TANZ-FABRIK Showtanzschule GmbH (hereinafter referred to as "**TANZ-FABRIK**") grants its students (hereinafter referred to as "participants") the use of the TANZ-FABRIK during the opening hours published on the homepage for a fee.

The **TANZ-FABRIK** is closed for regular hours on public holidays, the five weeks of summer holidays and the two weeks during the Christmas holidays. The holiday schedule of the respective district is used to determine the holiday periods. The course break during the summer and Christmas holidays is already included in the subscription price. Lessons that are cancelled during normal opening hours due to public holidays can be made up.

### 3. Conclusion and duration of the contract

The contract between the participant and **TANZ-FABRIK** is concluded **via the website [www.tanz-fabrik.ch](http://www.tanz-fabrik.ch)** or in writing with the signature of the participant or their legal representative.

The contract between **TANZ-FABRIK** and the participant is concluded for an indefinite period and is automatically extended for a further quarter unless it is cancelled in due time in accordance with section 6. Non-payment of the course fee does not constitute cancellation.

### 4. Contribution payment

The course fee is due for payment 30 days after invoicing. In the event of late payment, **TANZ-FABRIK** reserves the right to charge a reminder fee.

### 5. Performance disruptions

The obligation to pay contributions exists irrespective of the actual utilisation of the services offered by **TANZ-FABRIK** by the participant. If the fulfilment of the subject matter of the contract becomes impossible for reasons for which **TANZ-FABRIK** is not responsible, the participant is not entitled to a refund of fees or compensation. If there are no payment arrears, the lessons can be made up for in the event of longer absences that have been excused in writing, stating the reason for the cancellation. **TANZ-FABRIK** accepts the following reasons:

- Illness of at least 2 weeks with medical certificate
- Injury of at least 2 weeks with medical certificate
- Professional absence, stay at a health resort for a period of at least six consecutive weeks
- Pregnancy

The management of **TANZ-FABRIK** must be informed of any prolonged absence. The service can be placed in a "pause" status in consultation with **TANZ-FABRIK**. It is at the discretion of **TANZ-FABRIK** whether the unused and unpaid lessons can be made up for later.

**TANZ-FABRIK** reserves the right to postpone or merge courses, to change the venue or to shorten courses with a percentage refund of the course fee. If a course leader cancels a course, **TANZ-FABRIK** may change the course leader or appoint a substitute. **TANZ-FABRIK** reserves the right to convert classroom teaching to distance learning under the same conditions if classroom teaching cannot be maintained.



## 6. Course locations and realisation

In order to be able to organise the courses under optimal conditions, **TANZ-FABRIK** sets a minimum and maximum number of participants for each course, which can be adjusted if necessary. Course places are allocated in the order in which registrations are received (subject to timely payment).

If the number of participants is insufficient, the course will generally not be held and the course fee will be waived or refunded. **TANZ-FABRIK** also reserves the right to cancel courses announced in the programme for other reasons for which **TANZ-FABRIK** is not responsible. Course fees already paid will be refunded. Further claims by participants, in particular claims for damages in the event of changes or cancellation of a course, are expressly excluded. If the number of participants in a course is insufficient, **TANZ-FABRIK** may, in individual cases, organise the course subject to the agreement of the participants, but increase the course fee accordingly or, where appropriate, reduce the number of lessons without changing the price.

## 7. Course exclusion

**TANZ-FABRIK reserves the right** to exclude participants from a course. In the following cases, the full course fee is owed, i.e. there will be neither a pro rata refund nor a waiver of the course fee: exclusion from the course due to non-payment of the course fee and in serious cases (defamation, harassment, deliberate damage to property, etc.).

Gross or repeated offences against the GTC, the operating regulations and the usage regulations or the instructions of **TANZ-FABRIK** may result in a ban from the premises. There is no entitlement to a refund of the course fee or the subscription fee

## 8. Liability

The **TANZ-FABRIK** is not liable for any damage incurred by the participant when using the **TANZ-FABRIK** or other services. Nor is it liable for the loss of clothing, money or other valuables brought along.

For all courses and events organised by **TANZ-FABRIK**, **TANZ-FABRIK** excludes any liability for damages incurred. Participants are responsible for taking out adequate insurance cover. Use of the **TANZ-FABRIK** facilities is at the participant's own risk. **TANZ-FABRIK** cannot be held liable for theft or loss of items. Participants are obliged to comply with the current official directives (e.g. hygiene rules) and the instructions of **TANZ-FABRIK** on the premises of **TANZ-FABRIK**. Participants with symptoms of illness, suspected infection with transmissible pathogens and/or quarantine (officially or self-imposed) are prohibited from visiting the **TANZ-FABRIK** premises (including partners, external workshops and premises rented to other companies). The risk of infection cannot be completely ruled out even if the hygiene rules are observed. **TANZ-FABRIK** excludes any liability in this regard.

## 9. Cancellation

Cancellation can only be made at the end of a quarter. Notice of cancellation must be received in writing (via email to [admin@tanz-fabrik.ch](mailto:admin@tanz-fabrik.ch)) by the management of **TANZ-FABRIK** at least **30 days before the end of the quarter**. Early cancellation with refund of course fees can only be refunded in the event of illness, accident or pregnancy (with medical certificate). If notice of cancellation is not submitted on time, the participant will owe **TANZ-FABRIK** the full quarterly fee.

## 10. Video and audio recordings

Video or audio recordings may only be made on the premises of **TANZ-FABRIK** and in online classes with the express consent of **TANZ-FABRIK** and the participants.

## 11. Programme, price and general terms and conditions changes

**TANZ-FABRIK** reserves the right to change the programme, the prices and the GTC at any time. The version valid at the time of registration shall apply, which cannot be changed unilaterally for this contract. Amendments to this contract must be made in writing and will be submitted to the participant in writing. The house rules displayed in the business premises are an integral part of the contract and must be observed by the participant.



## **12. Severability clause**

Should any provision of these GTC be invalid or incomplete or should fulfilment become impossible, this shall not affect the validity of the remaining parts. In such a case, the invalid provision shall be replaced by a valid provision which achieves the intended purpose of the contract in a legally permissible manner and which comes closest to the original intention in terms of its content. The same applies in the event of a loophole

## **13. Joining the "aim for more" association**

When the contract is concluded, membership of the "aim for more" association is declared at the same time. The objectives of the association are the realisation and support of dance projects and events or participation in them, the promotion of talented pupils and groups with regard to participation in competitions and events and the general promotion of children and young people. The membership fee is paid from the school fees. The association's statutes are published at [https://www.tanz-fabrik.ch/verein\\_aim-for-more.html](https://www.tanz-fabrik.ch/verein_aim-for-more.html)

## **14. Applicable law and place of jurisdiction**

The GTC are subject to Swiss law. The exclusive place of jurisdiction for all proceedings is Urdorf. Urdorf is also the place of fulfilment and, for customers domiciled abroad, the place of debt collection. Mandatory legal jurisdictions remain reserved.

Urdorf, 15.10.2023