

## Regulations for Provision of Educational and Artistic Services Warsaw Music Academy (the "Regulations")

### 1. General Provisions

1. The Regulations specify the terms and conditions of participation in classes conducted by Warsaw Music Academy with its registered seat in Warsaw, at ul. Przychyłkowa 326, 02-962 Warszawa, Tax Identification Number (NIP): 9482551067, (hereinafter referred to as "**Warsaw Music Academy**").
2. Deciding to participate in activities organised by Warsaw Music Academy is tantamount to accepting and committing to abide by these Regulations. In the case of minors, the Regulations apply accordingly to their parents or legal guardians.
3. The condition of participation in classes is the conclusion of an agreement between the Student (in case of minors, the Student's parent or legal guardian) and Warsaw Music Academy (hereinafter referred to as: "**Agreement**"), no later than after the first class and payment of fees in accordance with §4 of these Regulations.
4. Student may take individual or group trial classes on a one-time basis, without concluding the Agreement referred to in item. 3 above, upon payment of the fee in accordance with §4 of these Regulations (hereinafter referred to as "**Trial Classes**").
5. Student (in case of minors, the Student's parent or legal guardian) is obliged to conclude the Agreement before the beginning of the Classes or no later than within 7 days of the Trial Classes.
6. These Regulations shall form an integral part of the Agreement.

### 2. Organisation of classes

1. Warsaw Music Academy conducts individual and group classes.
2. Classes can be booked via the booking system available on the website [•] (hereinafter referred to as: "**Website**") or directly at Warsaw Music Academy's office. Registration on behalf of minors is made by a parent or legal guardian.
3. Group classes take place according to the schedule available on the Website or at the seat of Warsaw Music Academy. Individual lesson dates are set with the Student on the basis of available dates in the booking system.
4. Classes cannot be cancelled. Each student has the right to reschedule twice during the semester on condition that they inform about their absence by phone or email not later than 5 pm on the day before the class.
5. Subject to point 4 above, any absence of a Student will be treated as if the class had taken place and will be accounted for under the terms of §4 of these Regulations.

6. If a Student is late for classes, the classes will not be extended.
7. Warsaw Music Academy reserves the right to cancel classes in the case of force majeure which makes them impossible to take place. Cancelled classes shall be rescheduled for a different time agreed with the Student, but not later than within 30 days of the cessation of the event preventing the class from being held.
8. In the event of a teacher's absence, Warsaw Music Academy shall exercise due diligence to ensure the students that the teacher is adequately substituted.

### **3. Responsibility**

1. Parents or legal guardians are responsible for the behaviour of minors outside lesson times. In particular, Warsaw Music Academy is not responsible for children and youth left unattended beyond lesson times.
2. Students who are on the premises of Warsaw Music Academy are obliged to maintain cleanliness and respect property. Each student is obliged to comply with legal regulations concerning work safety and fire safety.
3. In the case of damage to property belonging to the Warsaw Music Academy, financial responsibility shall rest with the person who damaged the property, or, if the damage was done by a minor, their parent or legal guardian.
4. Warsaw Music Academy cannot be held responsible for students' property. In case of theft, Warsaw Music Academy will be obliged to report it to the police.

### **4. Fees**

1. Class fees at the Warsaw Music Academy can be paid on a monthly, semester or annual basis.
2. Fees are calculated on the basis of the price list available on the Website and depend on the number of classes in each month.
3. The student taking a Trial Class is obliged to pay for that class in advance, before it begins, in accordance with the price list available on the Website.
4. Student is obliged to make payments up-front:
  - a. if payment is made on a monthly basis, no later than the 7th day of the month;
  - b. if payment is made on a semester basis - no later than by the 7th day of the first month of the semester;
  - c. if payment is made on an annual basis - no later than the 7th day of the first month of the school year.
5. Student who has registered for group classes is obliged to make payment for two months of classes in advance.
6. Student who has registered for classes during the semester is obliged to make the first payment on the day the Contract is concluded or within 7 days of the Trial Classes.
7. Fees should be paid by bank transfer to Warsaw Music Academy's Klaudia Kowalik bank account no: **81 1090 1870 0000 0001 4855 6678**. The title of the transfer should include the student's name and surname, the type of classes and the period for which the payment is made.

8. Students who has not paid the due fees by the due date will not be allowed to participate in the classes until the payment is made.
9. The absence of a Student from a class does not exempt the student from paying for the missed class.
10. Student's lateness to class shall not result in an extension of the class time.
11. The date of payment shall be the date of crediting Warsaw Music Academy's account.

**5. Privacy**

1. Students are obliged to keep Warsaw Music Academy's teaching methods and materials confidential and not to make them available to third parties.
2. Using cameras and other means of recording images and sounds during classes without the written consent of Warsaw Music Academy is prohibited.
3. With the consent of the student or, in the case of a minor, his/her parents or legal guardians, expressed in writing, Warsaw Music Academy has the right to record the student's image in the form of photos or video materials and publish them on the website and in social media. Copyrights to these materials (personal and property) are the property of Warsaw Music Academy.

**6. Personal data protection**

1. The administrator of personal data is Warsaw Music Academy with its seat in Warsaw, ul. [•].
2. Personal data shall be processed for purposes related to participation in educational and artistic activities.
3. Providing identification and contact data is voluntary, but necessary to conclude and perform the Agreement.
4. Personal data shall be provided to legal, audit, accounting, postal, courier and banking services providers as well as IT service providers and contractors.
5. Everyone has the right to request access to their data, rectification, erasure, portability or restriction of processing and to object to processing thereof, and if they consider that the processing is unlawful, the right to lodge a complaint with the President of the Office for Personal Data Protection. Contact regarding personal data: [•]

**7. Final provisions**

1. Warsaw Music Academy has the right to amend the Regulations at any time. If a student does not accept the changes to the Regulations, they can terminate the Agreement with 1 month's notice.
2. In matters not covered by these Regulations, the relevant provisions of the Civil Code shall apply.
3. The Regulations shall apply from 1 September 2021.

