

General Terms and Conditions – Cambio Dance Studio's

Last updated: 2025-08-21

These General Terms and Conditions (the “Terms”) govern all services offered by Cambio Dande Studios, a general partnership (VOF) established under Dutch law with its registered office at Kemphaan 13 Hardinxveld-Giessendam , registered with the Dutch Chamber of Commerce (KvK) under number 98066838 (the “Dance School”). By enrolling in classes, subscribing, renting studio space, or purchasing merchandise, the Student (or Parent/Guardian for minors) agrees to be bound by these Terms.

1. Definitions

Dance School: Cambio Dance Studios, VOF under Dutch law, referred to as “we”, “us”, or “the Dance School”.

Student: Any individual who enrolls in or attends services of the Dance School. For minors, the Parent/Guardian acts on their behalf.

Parent/Guardian: The legal representative who consents on behalf of a Student under 18 and is responsible for compliance and payment.

Agreement: Any contract between the Dance School and a Student/Renter for services or products (classes, subscriptions, rentals, merchandise).

Services: All activities offered by the Dance School, including recurring and one-time classes, subscriptions, studio/room rentals, and merchandise sales.

Third-Party Instructor (Renter): An independent instructor or organization that rents studio space to provide their own activities.

House Rules: Internal rules of conduct and safety applicable at the premises or any location where Services are provided.

Terms: This document of General Terms and Conditions.

2. Applicability of Terms

These Terms apply to all offers, services, and agreements of the Dance School, including enrollments, class participation, subscriptions, studio rentals, and merchandise sales. Any deviations or additional agreements are binding only if agreed in writing by the Dance School. If a provision is invalid or unenforceable, the remaining provisions remain in force and a valid replacement reflecting the original intent shall apply.

Minors (under 18) may only enroll with the permission of a Parent/Guardian, who accepts responsibility for the minor's obligations. The Dance School may reasonably refuse or terminate enrollment for valid reasons (e.g., misconduct, safety, capacity).

3. Enrollment and Registration

Enrollment is personal and non-transferable. Registration is complete once required information is provided and any initial fee/payment is received. By registering, the Student (or Parent/Guardian) commits to paying applicable fees. For minors, the Parent/Guardian must complete registration and is responsible for obligations. Information provided must be accurate; contact details may be used for essential communications. Enrollment in ongoing classes or subscriptions continues until properly cancelled (Section 5). Trial classes, if offered, are one-time; continued participation requires enrollment. The Dance School may reasonably decline enrollment if necessary. The Dance School may reasonably refuse or terminate enrollment for valid reasons (e.g., misconduct, safety, capacity).

4. Payment Terms

Prices and Methods: Prices for classes, subscriptions, rentals, and merchandise are as listed and include VAT where applicable. Payments may be made via accepted methods (e.g., bank transfer, direct debit, online payment).

Schedule: One-time courses/workshops must be paid before start. Monthly subscriptions are payable in advance on a fixed monthly date (or as communicated). Studio rental fees are typically due in advance to secure the booking.

Late Payment: On late payment, the Student is in default without further notice. We may send reminders, charge reasonable administration/late fees and statutory interest, suspend class access until payment, terminate enrollment for repeated non-payment, and charge lawful collection costs. No set-off or withholding is allowed unless mandated by law.

Fee Changes: We may adjust fees periodically with prior notice. For ongoing subscriptions, substantial increases will be announced at least one month in advance; you may cancel if you do not agree before the change takes effect.

Merchandise: Payment is due at purchase. Ownership transfers upon full payment. For distance purchases, statutory withdrawal/return rights may apply as per Dutch law.

5. Cancellations and Refunds

Subscriptions: You may cancel a monthly subscription at any time with one (1) month's notice. Example: cancel on 15 March → membership ends 30 April; fees remain due through the notice period. Notice must be in writing (e.g., email). If a subscription has an initial fixed term, it automatically continues month-to-month thereafter with monthly cancellation rights, in line with Dutch consumer rules on subscription renewals.

Workshops/Events: For one-time events, cancellations must be in writing. Refunds may be provided if cancelled with sufficient notice; short-notice cancellations or no-shows are typically non-refundable. Transfer of a spot to a replacement may be allowed if agreed in advance.

Course Enrollments: Cancelling before a course starts may lead to a refund minus costs incurred; cancelling after start is generally non-refundable unless otherwise agreed or required by law.

Right of Withdrawal (Distance): Where applicable to online enrollments, a 14-day cooling-off may apply, except for leisure services on a specific date/period. If services begin within the cooling-off, you may waive withdrawal for the commenced portion. We will inform you where this right applies.

Changes by Dance School: We may cancel or reschedule for valid reasons (e.g., insufficient participants, instructor illness, venue issues). If an entire course is cancelled before start, a full refund is due. Single cancelled classes will be replacement options will be communicated as soon as reasonably possible; the School aims to schedule the replacement within a reasonable period (guideline: within 6 weeks). Credited, or refunded where appropriate; repeated cancellations without replacement may be partially refunded/credited.

Force Majeure: In events beyond our control (e.g., government restrictions, extreme weather), we may move classes online or provide alternatives; such alternatives are deemed service delivery. If no alternative is possible for an extended period, proportionate credits/refunds may be offered.

Missed Classes: No refund for classes missed by the Student. Make-ups may be offered as a courtesy where space permits, not guaranteed.

Early Termination (Hardship): In cases like long-term injury/illness, pregnancy, or relocation, early termination may be considered with reasonable evidence; prepaid fees may be pro-rated.

6. Liability and Insurance

Participation is at the Student's own risk. The Dance School is not liable for injury, loss, or damage except to the extent caused by our gross negligence or willful misconduct. Students should ensure they are medically fit to participate and inform instructors of relevant conditions. We are not responsible for loss/theft of personal property. Our liability for established claims is limited to direct damages and capped at the fee paid for the service or the amount covered by our liability insurance, whichever is higher; we do not accept liability for indirect or consequential damages where permitted by law. Students should hold appropriate health/accident insurance. Students (or Parents/Guardians) are liable for damage willfully or negligently caused to our property or others. Where a Student's breach causes us third-party claims, indemnity may apply to the extent permitted by consumer law.

7. Intellectual Property

All class content, choreography, recordings, photographs, website content, and branding are protected. The Dance School and licensors retain all rights. Students may not copy, distribute, or publicly display materials without prior permission. Recording of classes by Students is not permitted without approval. The Dance School may occasionally capture photos/videos for promotion; notify us in writing if you or your child should not be depicted, and we will respect this. Third-Party Instructors may not use our branding without consent and may not copy our teaching materials.

8. House Rules and Behavior

Respectful conduct is mandatory. Follow instructors' safety instructions at all times. Comply with facility rules (e.g., footwear, food/drink, smoking bans). Parents/observers are not permitted in studios during class unless invited. Treat the studio and equipment with care; report any damage. Wear appropriate attire and footwear. Do not attend under the influence of alcohol/drugs. Breaches may result in removal or termination without refund in serious cases.

9. Rental Conditions for Third-Party Instructors

A separate rental agreement applies in addition to these Terms. Bookings are confirmed only after written confirmation and required payment/deposit. Typical renter cancellation: >30 days: full refund; 30-14 days: 50% refund; <14 days/no-show: no refund (unless re-let). If the Dance School cancels due to unforeseen circumstances, we will refund the rental fee and, where possible, offer alternatives; no liability for consequential losses. Renters

must use the space only for the agreed purpose and time, supervise attendees (especially minors), comply with House Rules, and leave the studio in good condition. Renters are liable for damage during their use and must hold appropriate liability insurance. No subletting or implying partnership with the Dance School.

10. Privacy and Data Protection GDPR (General Data Protection Regulation)

We process personal data in accordance with GDPR and Dutch law. We collect only necessary data (e.g., name, contact details, date of birth; for minors, parent contact; payment details as needed; optional health info you provide). Purposes include enrollment management, communications, payment administration, safety, and—where you consent—marketing. We do not sell data; we share it only with service providers acting on our behalf or where legally required. We secure data appropriately and retain it no longer than necessary. Your rights: access, rectification, erasure, restriction/objection, portability, and withdrawal of consent (for consent-based processing). For minors, rights are exercised by the Parent/Guardian. Contact us at [contact email] for privacy inquiries or to exercise rights; complaints can be lodged with the Autoriteit Persoonsgegevens.

11. Amendments to Terms

We may amend these Terms (e.g., due to legal or service changes). Material changes will be notified in advance (typically at least 30 days). For ongoing agreements, new Terms apply from the effective date. If you do not agree to material changes, you may terminate your subscription before they take effect. The current Terms will be available on our website; previous versions may be archived. If any provision is invalid, the remainder remains in force and a valid replacement will apply. No waiver occurs from non-enforcement unless expressly stated in writing.

12. Disputes and Applicable Law

These Terms and Agreements are governed exclusively by Dutch law. Parties will first seek amicable resolution; failing that, disputes are submitted to the competent Dutch courts (default venue: the court of the district of our registered office), without prejudice to any mandatory consumer rights. We cooperate with lawful mediation or online dispute resolution mechanisms where applicable. Legal costs follow Dutch procedural rules. These Terms, with any specific written agreements, constitute the entire understanding between the parties.

*Placeholders to complete: Cambio Dance Studios, Kempphaan 13 Hardinxveld-Giessendam,
98066838, info@cambiodancestudios.com.*