

General Terms and Conditions

ARTICLE 1. | DEFINITIONS

The following terms – including those conjugated in the plural or singular – are defined as follows in these general terms and conditions, unless the nature or purport of the provisions below dictate otherwise.

1. Salsa District: the user of these general terms and conditions, established as known by the chamber of commerce, registered with the Trade Register under Chamber of Commerce number 81553986.
2. Other party: the party with whom Salsa District has concluded or intends to conclude an agreement.
3. Agreement: all agreements concluded between Salsa District and the other party, whereby Salsa District undertakes in respect of the other party to teach dance classes and perform any workshops on the basis of an 8 week full course, punch card or subscription.
4. Full course: a specific 8-week course agreement, which entitles the other party to participate in the specifically selected course for all 8 weeks of one season.
5. Punch card: a virtual card ordered by the other party entitling it to participate in a specific number of classes.
6. Subscription: an agreement concluded between the parties, which entitles the other party to take classes for a specific period of time as the subscription prescribes.
7. Class: any individual dance lesson or workshop offered by Salsa District to the other party on a specific day and at a specific time.
8. Website: The company page of Salsa District, where the other party can find information at www.salsadistrict.nl. On the company page, through the Bueno.nu software program, there is the possibility to order courses, punch cards and subscriptions.
9. Written: both traditional written communications and digital communications stored on a durable data medium, such as e-mail communications.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to all agreements concluded.
2. Deviations from the general terms and conditions can only be made in writing. If and insofar as provisions expressly agreed upon in writing between the two parties deviate from the provisions contained in these general terms and conditions, the provisions agreed upon between the two parties shall apply.
3. Nullity or invalidity of one or more provisions of these general terms and conditions shall not affect the validity of the remaining provisions. In such a case the parties are obliged to make an arrangement in consultation with each other to replace the affected provision, taking into account as much as possible the purpose and purport of the original provision.

ARTICLE 3. | OFFER AND ESTABLISHMENT OF THE AGREEMENT

1. Full courses, punch cards and subscriptions can be purchased or taken out on the Salsa District website and the Bueno Software system. All offers for full courses, subscriptions and punch cards are without obligation. Salsa District is never obliged to enter into an agreement with the other party.
2. The other party guarantees Salsa District to provide all data requested by Salsa District regarding the registration completely and truthfully. The agreement is

concluded as soon as the other party's registration is expressly confirmed by Salsa District.

3. If the other party concludes the agreement on behalf of another natural person, the other party declares by entering into the agreement to be authorised to do so. In addition to this (legal) person, the other party is jointly and severally liable for all obligations arising from this agreement.

ARTICLE 4. | DURATION AND CONTENTS OF AGREEMENTS

1. A subscription is entered for a period of six or twelve months, and can be paused once for a period of max 1 month. We see this "pause" as a service and can be withdrawn at any time in case of changes internally. The term of the subscription is expressly agreed upon. The subscription is tacitly renewed for an indefinite period after the expiry of the agreed fixed term, unless the subscription is cancelled in accordance with the provisions of the following paragraph. The subscription ends by written termination, but not before the agreed term has expired. The subscription ends 30 days after the request for cancellation is received. Under the subscription, the other party is entitled to participate in all classes (Except for Rueda because of balance or if it's indicated by Salsa District) offered in the regular weekly schedule.
2. A Punch Card is a card that entitles the holder to a specific number of classes. The validity of each Punch Card depends on the type of card purchased. Details regarding the effective date and the expiration period for each type of Punch Card are clearly outlined at the time of purchase and on the card itself. The validity period for each Punch Card begins from the date of registration and will expire according to the specific terms associated with that particular card.

ARTICLE 5. | SIGNING UP FOR AND CANCELLING CLASSES

1. For both subscriptions and punch cards, the other party can only register for classes at the other party's level or at a lower level. The level of the other party is determined by Salsa District as discussed between the parties and/or determined by Salsa District. Salsa District final determination of the other party level is not subject to dispute. Over time, the level of the other party may be adjusted by Salsa District, whether or not at the request of the other party.
2. Lessons must be signed up and cancelled through Salsa District Bueno.nu application. Registration for classes can be done up to and including (unless otherwise indicated by Salsa District) on the day of the particular class at the latest. Cancellation for classes takes place the same way and no later than 48 hours before the start of the class in question.
3. Classes can be registered as long as there are enough places available. If a class is fully booked, the other party may request to be placed on a waiting list. If a participant cancels, the participant who has been on the waiting list the longest will be registered for the lesson. If the other party is assigned to a class based on the waiting list, the other party is entitled not to participate in that class and the cancellation conditions referred to in the other provisions of this article do not apply.
4. If the counterparty with a registered class does not cancel a lesson in time, the lesson will automatically be removed without the counterparty being entitled to catch up on that lesson at a later time, or to any other (financial) compensation.
5. If the counterparty with a punch card does not cancel a lesson in time, the lesson will be automatically removed from the punch card, without the counterparty being entitled to catch up on that lesson at a later time, or to any other (financial) compensation.

6. If the counterparty with a Subscription does not cancel a lesson in time, the lesson will be automatically removed, without the counterparty being entitled to catch up on that lesson at a later time, or to any other (financial) compensation.
7. Failure to register in time for an available spot in a class cannot guarantee the other party's participation in that class.

ARTICLE 6. | HEALTH AND PROTECTION

1. The other party certifies that to the best of his knowledge he is in good health and physically able to attend the classes and follow the instructions of the instructor without harming his health.
2. The other party guarantees that he is in good physical and mental condition, that he is not aware of any medical or other reason why he should not attend the classes and that the classes will not be detrimental to his health, safety, well-being or physical condition.
3. Participation in classes is at all times at the other party's own risk.
4. A confidential advisor has been appointed for students and employees to discuss sensitive issues: Kevin van Montfoort, kevin.293@hotmail.com, +31 6 36294513.
5. Other health and injury related topics can be found in Article 12.

ARTICLE 7. | GENERAL PROVISIONS FOR CLASSES

1. Salsa District performs each class to the best of its knowledge and ability. However, Salsa District only enters into an obligation of effort. Salsa District in no way guarantees the results the other party intends to achieve by taking the lessons.
2. The rights accruing to the other party from the agreement are strictly personal and cannot be transferred by the other party to third parties.
3. The lessons take place at a location designated by Salsa District, also if there is a change in locations in short notice. (mostly this only happens to make sure the class can still go on)
4. The other party undertakes to follow the instructions of the teacher during the lessons.
5. The other party shall comply with the provisions of these terms and conditions and any internal rules of the class location.

ARTICLE 8. | CANCELLATION AND MOVING CLASSES BY SALSA DISTRICT TO ANOTHER TIME OR LOCATION

1. Salsa District makes every effort to keep scheduled classes going, but may be forced for valid reasons to move them to another time or location. Salsa District will inform the other party as soon as possible if Salsa District moves a lesson to another time. The other party is at all times entitled to cancel the lesson moved to another time in accordance with Article 5.
2. If Salsa District temporarily moves to another location, Salsa District will notify the other party as soon as possible. If relocation to a temporarily different location is manifestly unreasonable onerous for the other party because the other location involves a longer travel time or higher travel costs, the other party may, in writing and explicitly with demonstrable argument, extend the duration of the subscription or the period of validity of the punch card proportionally to the period during which the classes have been moved to another location, without the other party being entitled to any other form of compensation.

3. Salsa District will notify the other party as soon as possible if Salsa District permanently moves to another location. If relocation to another location is manifestly unreasonable onerous for the other party because the other location demonstrably involves longer travel time or higher travel costs, the other party may terminate the agreement with immediate effect. In that case the other party can claim restitution or remission in proportion to the part of the agreement not enjoyed, the other party is not entitled to any other form of compensation.

ARTICLE 9. | SUSPENSION AND DISSOLUTION

1. Salsa District is entitled to suspend the execution of the agreement or to dissolve the agreement in whole or in part with immediate effect, if the other party does not fulfill its obligations under the agreement in a timely manner or in full, or if after the conclusion of the agreement Salsa District learns of circumstances that give good reason to fear that the other party will not fulfill its obligations.
2. If the other party is in a state of bankruptcy, the Natural Persons Debt Rescheduling Act is declared applicable to it, its goods are attached or in cases in which the other party cannot freely dispose of its assets in any other way, Salsa District is entitled to dissolve the agreement with immediate effect.
3. Furthermore, Salsa District is entitled to dissolve the agreement if and as soon as circumstances arise of such a nature that fulfilment of the agreement is impossible or unaltered maintenance of the agreement cannot reasonably be required of Salsa District.
4. All damages suffered by Salsa District in connection with the suspension and/or dissolution of the agreement will be borne by the other party insofar as it is liable for them.
5. With respect to the right of suspension or dissolution invoked by Salsa District pursuant to this article, the other party shall not claim any form of compensation for damages.
6. If Salsa District terminates the agreement pursuant to this article, all claims against the other party shall become immediately due and payable.

ARTICLE 10. | FORCE MAJEURE

1. Salsa District is not obliged to fulfil any obligation under the agreement if and for as long as it is impeded by a circumstance for which it cannot be held liable by law, a legal act or in accordance with the prevailing views in society.
2. If the fulfilment of the agreement due to force majeure as referred to in paragraph 1 becomes permanently impossible, the parties are entitled to dissolve the agreement with immediate effect.
3. If, upon the occurrence of the force-majeure situation, Salsa District has already partially fulfilled its obligations or can only partially meet its obligations, it is entitled to separately invoice the part already executed or the executable part of the agreement as if it were a separate contract.
4. Without prejudice to the application of the previous paragraph, damage as a result of force majeure shall not at any time qualify for compensation.

ARTICLE 11. | PRICES AND PAYMENTS

1. All prices stated by Salsa District include VAT.
2. When purchasing a punch card, it must be paid using one of the methods required by Salsa District.
3. Payment of subscription amounts is made on a monthly basis by direct debit, unless

expressly agreed otherwise. If the subscription is taken out on the website, the initial monthly term must be paid through iDeal, unless otherwise indicated by Salsa District. The initial monthly payment will be due by the other party before the start of the first class.

4. Salsa District is not obliged to admit the other party to the (first) class as long as the other party is in default with the fulfilment of any payment obligation in respect of Salsa District.
5. If timely payment is not made, the other party's default will be effective by law. From the day the other party's default occurs, the other party shall at such time be due the current statutory interest on the outstanding amount.
6. All reasonable costs, both judicial, extrajudicial and foreclosure costs incurred to obtain amounts due by the other party, are for the other party's account.
7. Salsa District is free to raise its prices at any time and the other party has read up on this in advance and has agreed through Bueno software system. Usually this happens once a year in the new school season (September). Also in the interim it may be necessary due to inflation or other situations, Salsa District will do its utmost to do this only when really necessary.

ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1. Without prejudice to the other provisions of these general terms and conditions, Salsa District bears no liability for damage in relation to or damage caused by any incorrect or incomplete information provided by the other party, or another shortcoming in the fulfilment of the obligations of the other party arising from the law or the agreement or another circumstance that cannot be attributed to Salsa District.
2. Participation in classes is at the other party's own risk. Salsa District is not liable for any injury or other damage sustained during or as a result of a class.
3. The other party indemnifies Salsa District from all its claims and claims from third parties in this regard.
4. Salsa District bears no liability for any damage caused by the fact that the instructions of teachers, whether or not incorrect and/or incomplete, have been observed by the other party.
5. The other party indemnifies Salsa District against all medical claims, processes, loss, damage or theft of property of the other party or of goods brought by it, injury or death, which include claims for negligence arising from the services offered by Salsa District.
6. Without prejudice to the other provisions of these general terms and conditions and in particular the provisions of previous paragraphs of this article, Salsa District is only liable in respect of the other party for direct damage suffered by the other party as a result of an attributable shortcoming of Salsa District in the performance of its services. An attributable shortcoming means a shortcoming that a properly and carefully acting specialist in this industry can and should avoid in compliance with the vigilance that is considered to be common practice and the professional knowledge and resources required for the performance of the service.
7. Salsa District shall not be liable at any time for indirect damage.

Direct damage exclusively means:

- - the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage that qualifies for compensation within the meaning of these general terms and conditions;
- - the reasonable costs incurred to have the faulty performance of Salsa District meet the agreement, insofar as these can be attributed to Salsa District;

- - the reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to limitation of the direct damage as referred to in these general terms and conditions.
8. If Salsa District is liable to the other party for any damage, Salsa District shall at all times be entitled to repair this damage. The other party must give Salsa District the opportunity to repair the damage, in default of which any liability of Salsa District in this regard expires.
 9. The liability of Salsa District is always limited to at most the invoice value of the agreement, being that part of the agreement to which the liability of Salsa District relates. If the agreement has a longer duration than six months, the invoice value referred to in the previous sentence will be determined on the basis of the invoice value over the last six months of the agreement.
 10. Except in case of intent or deliberate recklessness on the part of Salsa District, the other party indemnifies Salsa District against all claims by third parties, for whatever reason, regarding compensation for damages, costs or interest related to the execution of the agreement by Salsa District.
 11. The other party is liable for all damages attributable to him arising from the use of the materials provided by Salsa District at the training location and other property of Salsa District or third parties.
 12. The statute of limitations for all legal claims and defences against Salsa District is one year.

ARTICLE 13. | Privacy and Media

1. If any image and/or audio material is taken of you during Salsa District activities, you agree that it may be used for marketing or promotional purposes without your direct consent. You can object in writing and we as Salsa District will do our best to prevent further image and/or audio material from being distributed.
2. Salsa District is not responsible for distributed image and / or audio material by other students and / or other parties who distribute image and / or audio material without our knowledge.

ARTICLE 14. | FINAL CLAUSES

All agreements and resulting legal relationships between the parties shall be governed exclusively by Dutch (The Netherlands) law. Before submitting disputes to the courts, the parties are obliged to make every effort to resolve the dispute by mutual consultation.