

## **General Terms and Conditions of Tanzwerk101**

(Version: January 2022)

### **1. Scope**

These General Terms and Conditions (hereinafter "GTC") apply to all enrolments made and contracts concluded via the website [tanzwerk101.ch/](https://tanzwerk101.ch/) or at the counter of a Tanzwerk101 location of Miduca AG, Limmatstrasse 152, 8005 Zurich (hereinafter "Tanzwerk101"). These GTC do not apply to courses (basic training, higher technical college, bachelor).

### **2. Course organisation**

For organisational reasons, Tanzwerk101 reserves the right to reschedule or combine courses, to change the venue or to reduce courses with a percentage refund of the course fee. If a course instructor becomes unavailable, Tanzwerk101 can change the course instructor or appoint a substitute. Tanzwerk101 reserves the right to change classroom teaching to remote teaching on the same conditions if classroom-based instruction cannot be maintained, e.g. due to force majeure or other reasons.

### **3. Course places and implementation**

In order to run the courses under optimal conditions, Tanzwerk101 sets a minimum and maximum number of participants for each course, which can be adjusted as necessary. Course places are allocated in the order in which registrations are received (subject to timely payment).

If there are not enough participants, the course will usually be cancelled, and the course fee will be waived or refunded. Tanzwerk101 further reserves the right to cancel courses announced in the programme due to other reasons for which Tanzwerk101 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 there are not enough participants in a course, Tanzwerk101 may in individual cases run the course subject to the agreement of the participants, but increase the course fee accordingly or, where it makes sense, reduce the number of lessons so that the price remains the same.

### **4. Course expulsion**

Tanzwerk101 reserves the right to expel participants from a course. In the following cases, the full course fee is due, i.e. there will be neither a proportional refund nor a waiver of the course fee: course expulsion due to non-payment of the course fee as well as in serious cases (defamation, harassment, deliberate damage to property, etc.).

Gross or repeated violations of the GTC, the operating regulations and the regulations for use or the instructions of Tanzwerk101 may result in a ban from the premises. There is no right to a refund of the course fee or the subscription fee.

### **5. Enrolment and cancellation, payment of course fees**

Each enrolment is binding and the participant is obliged to pay the course fee. Prices are in Swiss francs, including value added tax (VAT). **Non-payment of the course fee does not constitute cancellation.** After enrolling for a course, the participant will receive a confirmation from Tanzwerk101 with binding payment instructions.

The term of the contract depends on the course booked and is limited in time. Depending on the time of cancellation, Tanzwerk101 may waive the course fee in whole or in part subject to the following regulation.

**Courses up to CHF 1,000:**

Tanzwerk101 will waive or refund the course fee for cancellations up to at least seven (7) calendar days before the start of the course, subject to a processing fee of CHF 30. Cancellation must be made in writing (e-mail is sufficient). If the cancellation is made less than seven (7) calendar days before the start of the course, the full course fee will be due.

**Courses above CHF 1,000:**

In this case Tanzwerk101 requires a course cancellation by letter post. The date of receipt is the postmark of the letter. The course fee will be waived or refunded as follows:

| <b>Time of cancellation:</b>                                | <b>Cancellation fee:</b>                        |
|---|---|
| Up to 45 calendar days before the start of the course:      | CHF 100 processing fee                          |
| From 44 to 22 calendar days before the start of the course: | 10% of the course fee, but no more than CHF 500 |
| From 21 to 15 calendar days before the start of the course: | 30% of the course fee                           |
| From 14 to 8 calendar days before the start of the course:  | 50% of the course fee                           |
| From 7 calendar days before the start of the course:        | no waiver or refund of the course fee.          |

Tanzwerk101 reserves the right to charge third-party claims for accommodation, meals, travel, etc., in addition to the cancellation fee.

E-book licences will not be refunded after delivery of the access code.

## **6. Payment in instalments**

Payment in instalments is possible at the request of the participant, on payment of a processing fee of CHF 30 and at the discretion of Tanzwerk101.

## **7. Lessons/dates not attended**

Lessons/dates not attended cannot be made up for and will not be refunded.

## **8. Course confirmation**

At the request of the participant and providing at least 80% of the course lessons have been attended, Tanzwerk101 will be happy to issue a course confirmation within one year of course completion, or to enter the course attendance in the education pass of the Swiss Federation for Adult Education (SVEB). The right to make other regulations is expressly reserved.

## **9. Operating hours**

Tanzwerk101 is open daily during operating hours, with the exception of official holidays and any maintenance (approximately two weeks/year), cleaning, renovation, refurbishment, etc. During regular school holidays, current courses do not usually take place within the same framework (timetable). During public holidays or regular school holidays, there are sometimes exciting alternative offers (summer courses, workshops, discounted offers, etc.).

Operating hours are subject to change at any time. There is no entitlement to a refund or extension of the course or subscription due to operationally necessary closures and/or changes to the courses or operating hours.

## **10. Disclaimer and insurance**

**Tanzwerk101 accepts no liability for any damage caused by the courses and events organised by Tanzwerk101. Participants are responsible for having sufficient insurance cover. Use of the Tanzwerk101 facilities is at the participant's own risk.**

**Tanzwerk101 cannot be held liable for theft or loss of items.** Participants are required to comply with the current official directives (e.g. hygiene rules) and the directives of Tanzwerk101 on the premises of Tanzwerk101. Participants with symptoms of illness, suspected infection with transmissible pathogens and/or subject to quarantine (imposed by the authorities or by themselves) are not permitted to visit the premises of Tanzwerk101 (including partners, external workshops and premises rented to other companies). The risk of infection cannot be excluded entirely, even if you follow all the hygiene regulations. Tanzwerk101 excludes any liability in this respect.

The participant cannot derive any rights due to the non-achievement of learning objectives/success, including, in particular, to any refund of course fees.

## **11. Data protection**

The processing of personal data in connection with the courses of Tanzwerk101 is subject to the Migros Group data protection policy. The data protection policy explains how Migros handles personal data in connection with, among other things, the Tanzwerk101 courses and contains information on what personal data is processed for, how it is passed on within the Migros Group and what rights data subjects have regarding their personal data. The data protection policy is available online, currently at [migros.ch/de/privacy.html](https://migros.ch/de/privacy.html). By enrolling, the participant accepts the associated processing of his/her personal data stipulated in the data protection policy.

Tanzwerk101 and its affiliated companies of the Migros Group send the participant information and offers concerning themselves and other companies of the Migros Group as well as partner companies, e.g. by way of e-mails and advertising brochures. By enrolling, the participant agrees that such messages may also be transmitted electronically.

Such messages and their dispatch can also be personalised in each case in order to send the participants only information that is likely to be of interest to them. This applies above all to Tanzwerk101 courses e.g., which are considered part of Tanzwerk101's personalised services within the context of these GTC. In order to offer the participant as personal a user experience as possible, Tanzwerk101 can analyse behavioural and transactional data together with existing personal data. Further information on this profiling and the participant's rights can also be found in the Migros data protection policy.

## **12. Video and audio recordings**

Video or audio recordings may only be made on the premises of Tanzwerk101 and in online classes with the express consent of Tanzwerk101 and the participants.

**13. Changes to the programme, prices and GTC**

Tanzwerk101 reserves the right to change the programme (timetables including subjects, teachers, times, levels, etc.), the prices and the GTC at any time. The version in effect at the time of enrolment applies in each case. The applicable version may not be unilaterally changed for this contract.

**14. Safeguard clause**

Should any provision of these GTC be invalid or incomplete or should performance become impossible, this will not affect the validity of the remaining parts. In such a case, the invalid provision must be replaced by a permissible valid provision by which the intended purpose of the contract can be achieved in a legally permissible manner and which, based on its content, comes as close as possible to the original intention. The same applies in the event of any omissions.

**15. Applicable law and jurisdiction**

All legal relations with Tanzwerk101 are governed by Swiss substantive law, to the full exclusion of the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC and the offers is Zurich, Switzerland.

## **Subscriptions**

### **1. Offer**

Tanzwerk101 offers different services and subscriptions. The offer is based on these provisions and the type of fee paid.

### **2. Payment**

After you have enrolled for or paid for a subscription, we will send you a one-off subscription card. No new subscription card will be issued if the subscription is renewed, or a new subscription type is purchased. In the event that a subscription card is lost, stolen or damaged, a new subscription card must be purchased for a fee of CHF 5.

### **3. Subscription cards**

After you have registered for or paid for a subscription, we will send you a one-off subscription card. No new subscription card will be issued if the subscription is renewed, or a new subscription type is purchased. In the event that the subscription card is lost, stolen or damaged, a new subscription card must be purchased for a fee of CHF 5.

Admission, point deductions, etc., are recorded electronically using the subscription card. This information will be deleted automatically after the subscription has expired. The person whose name is on the subscription card is liable for any damage to or loss of the subscription cards.

### **4. Use and suspension (time stop)**

Non-use of the lessons/courses of Tanzwerk101 offered entitles neither to a reduction nor to a refund of the subscription fee. If there is a valid reason (illness, pregnancy, accident, military service, business-related absence, or further training), the subscription can be interrupted for a period of a minimum of one month (suspension/time stop). A maximum suspension of six months applies. Valid reasons are: pregnancy, military service, business-related absence, or further training. The suspension must be approved prior to the absence on the basis of appropriate confirmation. In the case of long trips abroad, a suspension of a minimum of three to a maximum of six months can be requested.

The subscription card must be handed in for safekeeping at the front desk before the start of the suspension. The administrative fee is CHF 30 per deposit and must be paid in advance.

A retroactive suspension is only possible in case of an illness or accident. This must be applied for in the first month after the medically certified inability to train has ceased.

Applications submitted at a later date will not be considered. The administrative fee is CHF 30. The duration of the subscription will be adjusted after the confirmed suspension.

### **5. Term of agreement**

The term of the contract depends on the contract and the subscription type. The contract expires automatically after one year without notice. Any remaining credit on the subscription card expires automatically at the end of the contract.

Cancellation of the contract and relevant refunds can only be granted in cases of hardship such as prolonged illness, accident or in the event of a permanent change of domicile from the Tanzwerk101 training area (>45 kilometres), whereby there is no entitlement to this. The subscription contract must be submitted together with a written request for reimbursement

and the necessary confirmations such as a doctor's certificate, employer's confirmation, proof from the Residents' Register Office, etc. The request must be submitted in writing.

Refund for annual subscriptions:

In month 1: refund = 50% of the fee (\*)  
In month 2: refund = 40% (\*)  
In month 3: refund = 30% (\*)  
In month 4: refund = 25% (\*)  
In month 5: refund = 15% (\*)  
In month 6: refund = 10% (\*)  
From month 7: no refund.

Refund for semi-annual subscriptions:

In month 1: refund = 50% of the fee (\*)  
In month 2: refund = 30% of the fee (\*)  
In month 3: refund = 10% of the fee (\*)  
From month 4: no refund.

(\*) Based on the amount actually paid less administrative fees of CHF 30.