



## Toonbeeld Foundation: General terms and conditions

These conditions apply to the entire range of courses and all activities provided by the Toonbeeld Foundation in Terneuzen in the field of cultural education, including musical and visual education.

### Article 1 Glossary

#### **Toonbeeld Foundation**

The foundation for musical, visual, and art and cultural education in Terneuzen. Hereafter referred to as Toonbeeld.

#### **Course**

A course is a predetermined series of lessons that can run for an entire school year (annual course, weekly lessons) or can start at several times during a school year and which stops automatically after the last lesson.

#### **Activity**

A one-off activity or short-term series of a few lessons such as workshops, lectures, presentations, excursions, etc.

#### **Course fee**

The fee for following an (annual) course or activity as stated on the website. Prior to each school year, the board of the Toonbeeld Foundation decides on the amount, or indexation of the rates. The rates are published simultaneously with the publication of the new proposal on [www.toonbeeld.nl](http://www.toonbeeld.nl) and can be requested via [info@toonbeeld.nl](mailto:info@toonbeeld.nl)

#### **School year**

The school year runs from 1 August to 31 July. Classes and courses correspond to the holidays of secondary education south Netherlands. The holiday timetable is published on the website.

#### **Participant/pupil/student**

The person who is registered for an (annual) course or training programme at Toonbeeld or who has registered for a one-off activity offered at or via Toonbeeld.

#### **Financier**

The person who is obliged to pay the course fees. If the participant has not reached the age of 18 at the start of the season or at the start of the course, the course fees are to be paid by his/her legal representative such as one of the parents, guardian, carer or association.

#### **Associations**

Pupils can take lessons through an association. The association is then both the enrollee and the financier.

### Article 2 Enrolment

1. Registration takes place for an entire school year or the total duration of the course or for an activity, respectively. The Toonbeeld website provides the relevant and applicable information, including the duration of the course.

2. Registration for an (annual) course or activity can only be made via a completed and signed registration form, preferably online. Registration can take place throughout the year, subject to the provisions of Article 5.
3. If the student/course participant has not reached the age of 18 at the time of registration, their (digital) signature must be provided by their legal representative or by an association or institution.
4. Registered prospective students will receive written confirmation of their registration.

### Article 3 Placement

1. Toonbeeld treats applications in the order in which they are received. Pupils/course participants are placed and graded on the basis of their age and accomplished level, among other factors.
2. Preferences for lesson days, times and teachers will be taken into account as much as possible. However, no rights can be derived from this.
3. After enrolment, Toonbeeld will determine whether direct placement is possible. The participant will be informed about this. If there are no places available at the moment of registration, the registered participant will be informed that he/she will be placed on a waiting list. As soon as placement is possible at a later time, Toonbeeld will send notification. If this does not result in a placement, for whatever reason, the next person eligible for the vacant place will be contacted.
4. If there is insufficient interest, Toonbeeld reserves the right to cancel (annual) courses, activities or programme components.
5. In the event of unforeseen circumstances or force majeure, Toonbeeld reserves the right to adjust the content of lessons/courses/activities or to offer them in a revised form. If adjustments are not possible, Toonbeeld reserves the right to reschedule or cancel the course and refund the course fees already paid.

### Article 4 Commencement and duration of agreement

1. A school year runs from 1 August to the following 31 July. Registration for an annual course applies for an entire school year.
2. For courses that do not cover a school year, the end of the course shall count as the end of the registered period. The validity of ten lesson cards is 6 months, excluding holiday periods.
3. As soon as the participant registers and is enrolled by Toonbeeld, a legally valid agreement arises between Toonbeeld and the participant or the financier.
4. The agreement is entered into for the (remaining) term of the current school year or for the duration of the selected course or activity.

### Article 5 Course fees due

1. A fee is due when following lessons and courses as well as participating in a lesson, course or an activity.
2. The course fees due shall be based on the participant's placement date. If a pupil/ participant is placed in the course during a school year, the fee shall be calculated proportionally. The course fees are due from the moment Toonbeeld has sent the confirmation to the participant.
3. Course fees are exempt from VAT for course participants who are 20 years of age or younger at the start of the school year.
4. Material costs are not included in the course fee, unless stated otherwise.
5. The financier will receive an invoice for the course fees due.

### Article 6 Payment of course fees

1. The due course fees can be paid by transfer to the Toonbeeld bank account stated on the invoice, within 30 days of the invoice date. Annual courses are invoiced in three instalments. If desired, the

invoice may be paid in 2 instalments, the 1st instalment within 30 days of the invoice date and 2nd instalment within 60 days of the invoice date.

2. Other courses and activities must always be paid in one instalment and are excluded from payment in instalments unless an explicit request is honoured. The financier will receive an invoice before the start of the course or activity.
3. All costs arising from failure to pay the course fees on time shall be borne by the financier. This includes statutory interest and any collection costs.
4. If payment of the course fees is in arrears, Toonbeeld is entitled to suspend or terminate the lessons with immediate effect. The financier remains liable for the course fees. Classes can only be restarted after receipt of the full amount owed, including any additional costs.

### Article 7 Instrument hire

To a limited extent, course participants may qualify for the hire of an instrument from Toonbeeld. When hiring, the student must pay insurance in addition to the hire fee. The hire rates can be found on the Toonbeeld website.

### Article 8 Discounts

1. In principle, the course fees may not form a barrier to taking lessons at Toonbeeld. Toonbeeld therefore uses two discount options, namely: a) an income-related discount and b) a discount for multiple annual courses.
  - a) Income-related discount: 1) parents can submit an application to Jeugfonds Sport en cultuur (Sport and Culture Youth Fund). For a fixed amount per year, the pupil/course participant can follow a certain number of lessons. An information package can be requested via [info@toonbeeld.nl](mailto:info@toonbeeld.nl). 2) To qualify for (partial) exemption from the course fee, the parent(s) can submit an application through the organisation **aan-z**. This scheme is intended for school-age children between 4 and 18 years. For more information please visit: [www.toonbeeld.nl/algemeen/steunfondsen](http://www.toonbeeld.nl/algemeen/steunfondsen).
  - b) Discount for multiple, full, annual courses for one person or within a family household. The annual courses must be registered and paid for by the same financier. If several annual courses (weekly lessons) are taken within one family household, the following discount rates apply:  
  
for two-year courses 10%  
for three-year courses 15%  
for four-year courses and more 20%.
2. The different discount schemes under a and b cannot be combined.
3. Excluded from discounts are all non-annual courses including open studios, projects, the Conservatoire preparatory course, ensemble lessons and the 10-lesson cards in music education. The discount scheme does not apply to pupils following an association course.

### Article 9 Termination of the agreement

1. The agreement is terminated automatically at the end of the school year or at the end of the course.
2. Premature termination is not possible, except when moving to a location outside the Toonbeeld working area or if deregistration is necessary for medical reasons. A request to deregister must be made in writing to the management, stating the reasons, with one month's notice. Once a decision to deregister has been made, this will take effect from the first of the month following the notice period.

3. For starting year students (1st enrollment) there is an interim point at which cancellation can be made free of charge. If the student wishes to terminate as of January 1 of the course year, the student must confirm his/her termination in writing to Toonbeeld no later than December 1 of the same course year.
4. After termination of the agreement, Toonbeeld will calculate whether course fees are still due. The financier will continue to owe the course fees and any additional costs until the amount has been paid in full.
5. In the case of the student's decease, deregistration will take place without payment being due on the remaining portion of the lesson/course.
6. Termination of the agreement by Toonbeeld may take place with immediate effect if there are compelling reasons, such as misconduct by the student, frequent absenteeism or non-payment. In such cases, there is no right to a refund of paid course fees, nor shall this release the financier from the obligation to pay remaining due course fees.

### Article 10 Re-enrolment of participant for new year of study

1. At the end of the school year, the participant receives information on the conditions and rates of the proposal for the new season.
2. If the participant wishes to take lessons again at Toonbeeld in the new school year, registration must always be confirmed by e-mail; automatic renewal of the agreement by Toonbeeld is not permitted by law.

### Article 11 Refund of paid course fees

Lesson or course fees already received will be refunded pro rata or waived if:

1. the pupil or course participant is deregistered prematurely as referred to in Article 10 and the lesson or course fees have been paid in one go at the beginning of the lesson/course year;
2. an annual pupil or course participant has been unable to attend lessons over a continuous period of at least 5 lessons due to illness. In the situation where pupils have lessons every fortnight, the number of lessons is 3, with due observance of Article 12;
3. a pupil or annual student has been able to attend fewer than 35 music lessons (or 17 for courses with one lesson per fortnight) or 56 hours of visual education lessons during the school year due to the absence of the teacher for whatever reason and the unavailability of a substitute.
4. Toonbeeld is obliged to offer an equivalent alternative for cancelled lessons, within the same season, that satisfies the following conditions:
  - a) the alternative must include a lesson (or lessons, possibly online) of at least the same duration at a time suitable for the student.
  - b) The alternative may include (joining) lessons by another teacher;
  - c) In cases where these alternatives are offered, there is no right to compensation or a refund of course fees;
5. Non-attendance of lessons by the student for reasons other than those set out paragraph 2 will not lead to a refund or exemption from the obligation to pay course fees.
6. Lesson cards are non-refundable.
7. Restitution/waiver of fees as a result of lessons cancelled by the organisation will be automatically set off and paid by Toonbeeld. The refund will be determined and paid after the end of the course or the end of the school year.
8. In the event a participant/financier wishes to request a refund, this can be done in writing until 30 September of the following school year at the latest, via [info@toonbeeld.nl](mailto:info@toonbeeld.nl).
9. Toonbeeld is not obliged to keep the teacher, lesson day and lesson time free for the participant concerned during the discontinuation of lessons.



### Article 12 Prevention from attending classes

1. Inability to attend an agreed lesson must be reported as soon as possible. This can be done via the teacher or by telephoning the secretariat on telephone number 0115-745020: or by e-mail at [info@toonbeeld.nl](mailto:info@toonbeeld.nl).
2. If pupils or their parents/guardians have not given notice of impediment in good time (no later than 24 hours prior to the lesson concerned), the lesson will be regarded as having been given, and charged accordingly.

### Article 13 Cancellation of lessons

If Toonbeeld is informed in time that a lesson is to be cancelled, they will inform the participant or financier by e-mail, WhatsApp and/or text message.

1. The participant is responsible for ensuring that Toonbeeld is in possession of their correct contact details.
2. Toonbeeld is never to be held liable if these messages are not read or received.

### Article 14 General Data Protection Regulation (AVG)

In the context of the Personal Data Protection Act, Toonbeeld is obliged to inform the participant that his or her data, such as name, address, telephone number and e-mail address are included in a data file. Information on what data is processed by Toonbeeld, and for what purposes, is set out in our privacy statement ([link](#)) which is included on the website.