

# General Terms and Conditions of the Dance School of Sharmila Rao

*By registering for the course, you accept the general terms and conditions of Sharmila Rao's dance school. The terms and conditions apply to all courses Sharmila Rao's dance school offers.*

## 1. Scope

- 1.1. These general terms and conditions (hereinafter "Terms and Conditions") apply between the Sharmila Rao Dance School (hereinafter "SRDS") and all customers (subscribers of individual and quarterly courses, participants in workshops, recipients of private lessons, etc., hereinafter "the customers" respectively individually "the customer").
- 1.2. Terms and conditions of the customer that conflict with these General Terms and Conditions must be expressly confirmed in writing by SRDS to be valid.
- 1.3. SRDS can change or supplement the General Terms and Conditions at any time. The latest version is announced by email and published online at [www.sharmilarao.ch](http://www.sharmilarao.ch).
- 1.4. If a clause of these General Terms and Conditions is ineffective or incomplete, all other provisions or the rest of the contract remain effective. Instead of the inadequate or incomplete clause, the legal regulations or what the contracting parties agree on apply.

## 2. Conclusion of contract, duration, termination

- 2.1. Contracts between SRDS and customers can be concluded in writing, by email, orally, or tacitly. Termination must be made in writing or by email and at least one month before the paid course ends.
- 2.2. SRDS can reject a customer without giving reasons. There is no right to conclude a contract.
- 2.3. When you register for courses, you always conclude a permanent contract. Ordinary termination must be made in writing or by email for quarterly invoices at the end of each quarter. Failure to pay an invoice does not constitute termination of the contract.
- 2.4. Course fees must be paid before the start of the course.
- 2.5. SRDS also has the right to terminate the contractual relationship extraordinarily for good cause. There is an essential reason for the SRDS in particular if:
  - 2.5.1. The customer is in arrears with the payment of the fee,
  - 2.5.2. the customer breaches one of his obligations and/or
  - 2.5.3. the continuation of the contractual relationship becomes unreasonable for SRDS for another reason for which the customer is responsible (see also Section 8).
- 2.6. If SRDS terminates the contractual relationship exceptionally based on paragraphs (2.5.2.) or (2.5.3.), there is no entitlement to a refund of the course costs.

## 3. Payment conditions and prices

- 3.1. The invoice will be emailed after registering for the course. The course costs must be paid within 30 days.
- 3.2. If a participant has not made a payment on the day the invoice is due, SRDS is entitled to charge a fee of CHF 20 in the event of a reminder.



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- 3.3. Prices of the published course costs remain subject to change. These will be announced ahead of time.
- 3.4. All courses are billed at a flat rate per quarter. Excepted from this are children under six who pay a fee in advance for ten lessons, which is charged according to their actual participation.

#### **4. Lesson cancellation**

- 4.1. If the customer cannot attend one or more lessons due to an accident, illness, or other important reasons (e.g., holidays), these lessons can be made up before or after. There is no entitlement to a refund of course costs already paid. Any course costs that have not yet been paid remain owed.
- 4.2. In the event of more prolonged absences due to illness or accident, the customer must present a doctor's certificate.
- 4.3. If the customer terminates the course prematurely, there is no entitlement to a refund of course costs already paid. Any course costs that have not yet been paid remain owed.
- 4.4. If courses cannot be held at the agreed time for other reasons (force majeure, objective impossibility, absence of a dance teacher, etc.), the courses must be rescheduled later. There is no entitlement to a refund of course costs already paid. Any course costs that have not yet been paid remain owed.

#### **5. Course Schedule**

- 5.1. The course days and times are fixed and published on the intranet. If there are objective reasons, the postponement of the course times is permitted. However, this must be announced in good time.

#### **6. Holidays**

- 6.1. Holidays or Interruptions in course operations will be announced at the beginning of the calendar year for the current year. There are no courses on general holidays. Any vacations and public holidays are already considered in the courses' quarterly prices.

#### **7. Liability**

- 7.1. SRDS is not liable for theft or accidents in and around the dance school. Insurance is the responsibility of the customer.
- 7.2. The customer must disclose health problems and physical or mental limitations before concluding the contract.
- 7.3. The customer must also be informed about acute injuries or complaints before the lesson.
- 7.4. The customer must determine whether they are healthily suitable for participating in SRDS's courses.

#### **8. Exclusion of a course participant**

- 8.1. The course instructor can immediately exclude participants who misbehave from the current course. No reimbursement of costs already paid is owed; any course costs that have not been paid remain.

#### **9. Data protection**

- 9.1. Customer data
  - 9.1.1. Customer data will not be passed on.

9.1.2. The exception to this rule is used for internal purposes and the SRDS newsletter.

## 9.2. Personal protection

9.2.1. Photography and filming by customers or visitors during lessons is prohibited.

9.2.2. SRDS is entitled to take photos and/or video recordings and use them on social networks (Instagram and Facebook), on the website ([www.sharmilarao.ch](http://www.sharmilarao.ch)), and in advertising material (flyers and posters) without attribution.

9.2.3. The customer must inform SRDS if he does not have any recordings or the use of his recordings following Section 9.2.2. doesn't.

9.2.4. A revocation of the (implied) consent is possible at any time. The recordings will then be immediately removed from the respective platform.

## 10. Copyright and Proprietary Rights

10.1. All rights to choreographies and teaching content belong to SRDS.

10.2. Choreographies learned may not be passed on to third parties or performed without the express consent of the dance teacher.

10.3. Video and music recordings that serve to support learning are subject to Swiss copyright law. They may not be reproduced, edited, distributed or passed on to third parties without express consent.

## 11. Performance evaluation

11.1. SRDS gives each customer an annual written evaluation of their learning progress. Further assessments, such as practical tests and performance measurements, are voluntary. The SRDS does not award certificates or diplomas. All evaluation criteria are based on the SRDS learning plan and the established standards for each learning level. There is no requirement to be ready for the stage (Arangetram). All details can be found on the websites [www.myfirstdance.ch](http://www.myfirstdance.ch) and [www.healthydancing.ch](http://www.healthydancing.ch).

## 12. Participation in public appearances, competitions

12.1. The dance teacher decides which dancer takes part in which performance. The costumes and accessories are the property of SRDS.

## 13. Communication with the dance school

13.1. Notices to the DSSR should be sent to the following address:

Sharmila Rao GmbH  
Sharmila Bansal Rao  
Dorfstrasse 24a  
8103 Unterengstringen

or

[contact@sharmilarao.ch](mailto:contact@sharmilarao.ch)

## 14. Disagreements

If possible, the parties try to settle any disagreements out of court by mutual agreement. Otherwise, Swiss law applies to all legal relationships with SRDS. The place of jurisdiction is Unterengstringen ZH.