

# General terms and conditions VRIJDAG courses and lessons

*These general terms and conditions are valid from 1 July 2022 and apply to all music, drama and visual arts course and lessons starting from August 2022.*

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## **Article 1 Agreement**

When you sign up for an activity at VRIJDAG, you enter into an agreement with VRIJDAG. You can register via the website or at one of our locations at reception/administration. The agreement takes effect when confirmation of registration is sent to you. The rights and obligations under this agreement are personal and non-transferable without VRIJDAG's written consent.

### **1.1 Application of general terms and conditions**

With all forms of enrolment, you commit yourself to the following general terms and conditions. By entering into the agreement, you also undertake to pay the full course fee.

### **1.2 Registration**

You can register with VRIJDAG for an activity at [bijvrijdag.nl](http://bijvrijdag.nl). You will then receive automatic confirmation of your registration at the e-mail address you provided.

You can also register via our registration form, which is available at all three locations. You will then receive confirmation of your registration by e-mail.

Incomplete or unsigned paper registration forms will not be processed. Registration for part of a workshop or course is not possible. For registrations for those under 18 years of age, the signature of a parent or guardian is required.

### **1.3 Communication**

All communication from VRIJDAG to (parents/carers of) participants in our activities is done by e-mail. We use the e-mail address you provide. During registration, course participants can sign up for a digital newsletter with information about the activities. Registration for the newsletter can also be done online (also for non-course participants) via [bijvrijdag.nl](http://bijvrijdag.nl). Unsubscribing is easy via a link at the bottom of the newsletter.

### **1.4 Forms of participation**

We distinguish two forms of participation:

- For music lessons and ensemble, you register once and your registration will be renewed automatically. You register for a minimum of five months (half a course year), unless the course year lasts less than five months. In that case, the number of remaining months applies. The agreement therefore remains in force until you cancel. See the paragraph 'Cancellation' for how to do this. An exception to this is the multi-use pass for music lessons.
- For other activities (courses, tours, workshops, training) you register for the duration of the activity. You must therefore re-register each time. Registrations are processed in order of receipt. If there are no places available, you will automatically be placed on the waiting list. You will be notified of this. Your registration on the waiting list automatically expires at the end of the course year. If an activity is cancelled, for example due to lack of participation, we will inform you no later than one week before the starting date.

### **1.5 Confirmation and invoice**

After registration, you will receive a confirmation/invitation for the first lesson by e-mail, which will also state the fee and payment method. After the start of the activity, you will receive an invoice by e-mail.

## **Article 2 Fees and payment method**

### **2.1 VAT**

All rates for participants aged 21 and over include 21% VAT. The starting date of the activity is used as the reference date. If you turn 21 during the course period, the rate to 21 years of age will continue to apply and no VAT will be charged.

### **2.2 Fees**

The price of an activity (course, tour, training or workshop) is listed with the activity on the site. In principle, materials are included unless otherwise stated. In special circumstances, or in case of above-average use, VRIJDAG charges extra material costs. For later intake, the fee is calculated in proportion to the number of lessons to be taken.

For music lessons and ensemble, the price is stated per month or per year. A complete course year contains 36 weeks of lessons within a period of 10 months. For music lessons, it is also possible to take a multi-use pass.

### **2.3 Payment method**

We invoice the total amount, with monthly instalments if required. Payment is possible by means of:

- direct debit for lump sum or monthly payments, based on a maximum of ten instalments per year depending on the duration of the course (minimum 6 weeks) or (the rest of) the course year;
- PIN for lump sum payment (weekdays 9.00-17.00 at the reception on Walstraat or Sint Jansstraat), upon presentation of your invoice;
- transferring the course fee to account number NL52 RABO 0148 8450 37 in the name of VRIJDAG, quoting the invoice number and the name of the course participant.

### **2.4 Payment arrears**

If direct debit cannot be executed through no fault of VRIJDAG, you will have to transfer the course fee or instalment payment to VRIJDAG yourself. If we have not received the deposited amount, a reminder will be sent two weeks after the due date. If payment is still not received after one month, a second reminder will be sent. If the second payment reminder is also not complied with within the specified period, a notice of default and transfer to the bailiff will follow. All costs incurred by VRIJDAG in this process -including statutory interest- will be charged to the course participant. If payment is overdue, we will not process a new registration and you may be denied access to classes, without releasing you from your payment obligation.

## **Article 3 Discounts and arrangements**

### **3.1 Student discount**

Are you no older than 27 years at the start of the activity and attending daytime training (further education, not secondary education)? Then you are eligible for a 10% student discount on all activities. You should indicate this when registering. The condition is that you mail a copy of your student card (with pass number and year of study) to [cursus@bijvrijdag.nl](mailto:cursus@bijvrijdag.nl). The discount will then be settled immediately.

### **3.2 Other arrangements**

#### **Sport & Culture Youth Fund**

The Sport & Culture Youth Fund (Jeugdfonds Sport & Cultuur) is active in the city of Groningen. Sport & Culture Youth Fund Groningen makes it possible for children and young people aged 4 to 18 from

families with a minimum income to participate in cultural activities, such as music lessons and courses, visual courses and drama tours or courses at VRIJDAG. The Sport & Culture Youth Fund's contribution has a maximum of €500 per child per year for lessons and possibly materials. You can claim this arrangement at VRIJDAG after the Sport & Culture Youth Fund has given its approval and VRIJDAG has received confirmation of this.

For more information, see [jeugdfondssportencultuur.nl/fondsen/groningen](http://jeugdfondssportencultuur.nl/fondsen/groningen)

### **Tuition Foundation**

The Tuition Foundation (Stichting Leergeld) also provides financial assistance to families with a minimum income so that children aged 4 to 18 can participate in in-school and extracurricular activities. Where the Sport & Culture Youth Fund is not active, an appeal can be made to the Tuition Foundation.

For more information, see [leergeldgroningen.nl](http://leergeldgroningen.nl).

### **Sport & Culture Adult Fund**

For adults, there is the Sport & Culture Adult Fund (Volwassenfonds Sport & Cultuur). The Adult Fund contribution is a maximum of €400 per person per year. To be eligible for the Adult Fund, you must be in possession of a (free) Stadjerspas. An application for the Adult Fund is made by an intermediary, for example a local culture coach from VRIJDAG. For more information, see [volwassenenfonds.nl/deelnemers/groningen](http://volwassenenfonds.nl/deelnemers/groningen).

### **Stadjerspas**

The Stadjerspas web shop is interesting for smaller contributions. There is an annual discount voucher worth €20 that can be used once for any activity, both for children and adults. Sometimes there are special promotions, which are announced via the Stadjerspas website. Those who qualify have received a key chain from the Municipality of Groningen or have the app available on their mobile phone with which the discount can be used.

## **Article 4 Cancellation**

### **4.1 Distance agreement**

An agreement concluded via the Internet or post is called a 'distance agreement'. After concluding a distance agreement, you have the right to dissolve the distance agreement within 14 calendar days without giving reasons. After the start date, dissolution is no longer possible, except in case of force majeure or serious circumstances such as long-term illness. For this, please read on below under Refunds. However, it is possible to transfer to another course. Read more about this below.

Cancellation can only be done in writing: send an e-mail to [cursus@bijvrijdag.nl](mailto:cursus@bijvrijdag.nl), hand in a letter at the reception, Sint Jansstraat 7, or send the letter to Course administration VRIJDAG, Postbus 1633, 9701 BP Groningen. Cancellation with your teacher (orally or in writing) is therefore not sufficient.

### **4.2 Cancellation of participation in music lessons and ensemble activities**

For music lessons and ensemble playing, you remain enrolled until cancellation. You register for a minimum of five months (half a course year), unless the season lasts less than five months. In that case, the number of remaining months applies. After this starting period, a month's notice period applies. An exception is the multi-use pass for music lessons, where deregistration is not possible.

### **4.3 Cancellation of participation in other activities (courses, workshops, tours and training)**

You can cancel a registration free of charge up to two weeks before the start of the activity. If you cancel later, you will owe the entire course fee. This condition also applies if you register within two

weeks before the start of the activity. If you have started a course but do not like it, in many cases it is possible - in consultation with VRIJDAG - to transfer to another course. You can only switch once. You can e-mail a request for this to [cursus@bijvrijdag.nl](mailto:cursus@bijvrijdag.nl). If your request is approved and you can immediately indicate to which course you want to transfer (and transferring to that course is possible), VRIJDAG will automatically arrange the change of enrolment. The course fee of the course you were enrolled in remains the applicable course fee, unless the course fee of the new course is higher. In the latter case, you will be charged the difference. If you do not yet know which course you want to switch to, the course fee will be collected as agreed (in one go or in instalments). You will then receive a voucher worth the remaining course fee. You can use this as payment for another course in the current course season (a season runs from September to July). The voucher is not personal. The voucher cannot be used as a discount voucher for courses already taken.

#### **4.4 Refunds**

Refunds do not take place as a rule. Only in some cases does VRIJDAG make an exception to this:

- In case of serious illness or an accident, which prevents you from attending classes for more than two months. In that case, you must always give notice in writing and make it as plausible as possible that the lessons can no longer be attended on medical grounds, e.g. by submitting a doctor's statement (you are not obliged to specify the medical grounds). If you inform us in advance, the actual date of hospitalisation applies. If you provide the information afterwards, the date of receipt of the written notification applies.
- In the event of death.
- In the event of relocation, as a result of which you are no longer reasonably able to attend lessons. You must always cancel in writing, with proof of registration at your new place of residence.
- If you take one or more multi-use passes for music lessons and not all lesson times can be used within that course year, you can have the remaining lesson times refunded.
- For situations as described in 6.2 and 6.4

VRIJDAG will decide whether your reason for deregistering falls within the exceptions. If the deregistration is accepted, you will receive a deregistration confirmation and a final invoice. If you do not deregister, you are not entitled to a refund.

### **Article 5 Changes in programming**

VRIJDAG has the right at all times to:

- cancel an activity in case of insufficient interest
- have an activity given by other teacher(s) than stated
- make any programme changes deemed necessary

If there are changes or if an activity is cancelled, you will be notified.

### **Article 6 Cancellation of lessons**

#### **6.1 Annual timetable**

For each course season, VRIJDAG draws up the annual timetable. VRIJDAG follows the holiday scheme for primary education of the Municipality of Groningen as much as possible. Lessons do take place on the Saturday of each first holiday weekend, with the exception of the summer holidays, see [bijvrijdag.nl/vakantie](http://bijvrijdag.nl/vakantie).

## **6.2 Cancellation due to absence of the teacher**

For all VRIJDAG activities, the number of lesson weeks is listed on the website. If a teacher is absent, the lesson will be replaced if possible. In consultation with the teacher and students, it can also be decided to catch up a lesson at a later time. Music lessons and ensemble activities consist of 36 lesson weeks. In consultation with the teacher, the total number of lesson times is divided over the course year. This may also mean bi-weekly or monthly lessons.

If, due to absence of the teacher, you receive fewer lessons than stated on the site, you will receive a refund of the lesson fee for each lesson cancelled.

## **6.3 Cancellation of a lesson by the participant**

If you are ill or unable to attend class for any other reason, please cancel with your teacher before the class starts. If your teacher cannot be reached, please contact us at one of our locations:

- Walstraat (Visual art): 050 3051435
- Noorderbuitensingel (Drama): 050 3051430
- Sint Jansstraat (Music): 050 3051400

Hindrance of the participant does not entitle him/her to a refund or to take an extra lesson.

## **6.4 Cancellation due to closure because of government measures**

In many cases, refunds are available in the event of closure when imposed by the government, unless an online or digital alternative is offered. In that case, this will be communicated as soon as possible.

## **Article 7 Other provisions**

### **7.1 Use of photographic and film material**

VRIJDAG regularly commissions photo or audio and video reports of courses, performances and presentations. Recordings can be used for publicity purposes on the website, YouTube, social media such as Facebook and Twitter, in the course brochure, and so on. However, these recordings are never used without prior permission from the persons concerned.

### **7.2 Right of ownership (copyright)**

The ownership of artistic end products created by course participants rests with the creator(s). The ownership of courses, projects and services developed by VRIJDAG belongs to VRIJDAG. These may not be used by third parties without prior permission.

### **7.3 Liability**

VRIJDAG is not liable for theft, damage or disappearance of property and goods of course participants and for accidents in or around the buildings, unless VRIJDAG is negligent. Dutch law applies to all legal relations between the participant and VRIJDAG.

### **7.4 Confidentiality**

VRIJDAG treats course participant data as confidential information and will never provide this data to third parties or make it available for inspection. Employees are bound by Article 8:3 paragraph 2 of the Arts Education CLA to maintain confidentiality regarding information obtained from or as a result of their work at VRIJDAG. See also: [bijvrijdag.nl/privacy](http://bijvrijdag.nl/privacy).

### **7.5 Unacceptable behaviour**

VRIJDAG stands for a safe and respectful climate for everyone: students, staff and visitors. VRIJDAG wants to prevent undesirable behaviour such as sexual harassment, aggression, discrimination and (verbal) violence at all times. Should this nonetheless occur in someone's experience, an external

confidential advisor can be contacted. VRIJDAG's external confidential advisor is arranged through the national umbrella organisation Cultuurconnectie. Together with ArboNed, Cultuurconnectie has set up a Central Helpline where students can ask for support for their experiences of undesirable behaviour. The telephone number of this helpline is 0800 - 0204 204. The number can be reached from Monday to Friday from 8.30 a.m. - 5 p.m.

The complainant, whether an employee or a course participant, will then receive guidance from an ArboNed professional confidential advisor. The scheme also provides for an independent complaints committee. The privacy of the person concerned is guaranteed at all times.

Anyone working in the cultural sector can also report to MORES, the central, joint contact point for undesirable behaviour in the Dutch cultural and creative sector. This contact point and the confidants are independent. The contact point was initiated by various organisations in the Dutch cultural and creative sector. Through [mores.online](https://mores.online), you can get in direct contact with one of their independent professional confidants.

### **7.6 Other**

In cases not provided for in the general terms and conditions, the management will decide.

## **Article 8 Disclaimer**

Despite the constant care and attention VRIJDAG devotes to the website [bijvrijdag.nl](https://bijvrijdag.nl), the information published on this site may be incomplete, incorrect and/or not up-to-date. All prices and information shown on the website are subject to change. The price mentioned in the final invoice is considered leading.

## **Article 9 Tip or complaint**

If you have a tip or a complaint about our service, we would of course like to hear from you. You can let us know by sending an e-mail to [tipofklacht@bijvrijdag.nl](mailto:tipofklacht@bijvrijdag.nl). You will receive a confirmation of receipt as a first response to your e-mail and then your complaint will be forwarded to a VRIJDAG staff member who can deal with the content of your complaint. In any case, you will receive a substantive response within four weeks. Should we need more time to process your complaint, we will let you know within 4 weeks why we need more time and when we expect to be able to give you a definitive answer. Your complaint will always be handled confidentially. All complaints are registered by us and kept for a maximum period of two years. If, despite efforts on both sides, the complaint is not resolved, in extreme cases it is possible to submit the dispute to an independent party, namely Stadhouders Advocaten in Utrecht. They can be contacted via [kantoor@stadhouders.nl](mailto:kantoor@stadhouders.nl). The opinion of this firm is binding for the complainant and for VRIJDAG. As soon as possible after receiving the binding opinion, VRIJDAG will implement it.