

# General Terms and Music Education Agreement

## Juliana X – Rhythm Sessions

### 1. Definitions

1. **Juliana X:** the trade name of the natural person *Juliana Aparecida Bruinsma*, operating as an independent music education instructor, located at *Weena 70, 3012 CM Rotterdam*, registered with the Dutch Chamber of Commerce under number *77709764*, with official business activities in *Music Education*.
2. **Rhythm Sessions:** the educational program developed and conducted by Juliana X.
3. **Client:** any natural or legal person entering into an agreement with Juliana X for lessons, workshops, performances, or educational programs.
4. **Participant:** the individual who actually takes part in the lessons or workshops.
5. **Parties:** Juliana X and the Client jointly.
6. **Agreement:** any written or verbal arrangement between the parties regarding the provision of services or products by Juliana X.

### 2. Applicability

1. These general terms and conditions apply to all offers, agreements, invoices, workshops, DJ lessons, performances, and collaborations by Juliana X, unless otherwise agreed in writing.
2. Deviations from these terms are only valid if confirmed in writing.
3. The general terms and conditions of the Client are expressly rejected.

### 3. Offers and Quotations

1. All offers and quotations by Juliana X are non-binding unless stated otherwise.
2. A quotation is valid for 14 days.
3. An agreement is established only after written or digital confirmation [via email].

### 4. Registration and Admission

1. Registration takes place via the official application form or by email.
2. Juliana X reserves the right to refuse registrations in case of over-enrollment, insufficient motivation, or if safety or group dynamics may be compromised.
3. Participants must be at least 16 years old, unless otherwise agreed in writing.
4. After confirmation of participation, the participant will receive an overview of lesson dates, location, and required materials.

### 5. Prices

1. All prices are quoted in euros and exclude VAT [if applicable], travel, and material costs.
2. The applied rates reflect the professional level of the lessons and the current industry experience of Juliana X within the electronic music sector.
3. The rates reflect the quality and contemporary relevance of the education provided and may therefore differ from regular or non-professional DJ lessons.
4. Any additional costs, such as equipment rental, venue, production, transport, or insurance, will only be charged if agreed upon in writing.
5. If a Client or participant has a limited budget [for example, in educational or community projects], a suitable rate will be determined in consultation, ensuring a fair fee for Juliana X's professional work.
6. Various funding schemes are available to make music education accessible to participants and institutions. The appendix "*Schemes & Financial Support*" provides an overview of relevant programs, including *Werktuig PPO*, *Jeugdfonds Sport & Cultuur*, and other financial aid options for music education and talent development.

## 6. Payments

1. All lessons, workshops, and programs must always be paid in advance unless otherwise agreed in writing. Registration is only final after payment is received.
2. For assignments exceeding €500, a 50% deposit may be required upon confirmation, with the remaining balance due before the start of the first session.
3. If the invoice is not paid before the start date, participation rights automatically lapse unless otherwise agreed.
4. In case of late payment, the Client is legally in default. Statutory interest and collection costs, in accordance with the *Dutch Extrajudicial Collection Costs Decree (Bk)*, will be charged.
5. Due to the independent and vulnerable nature of the music educator profession, no payment extensions are granted.
6. Juliana X reserves the right to suspend further work until payment has been received in full.

## 7. Cancellation and Changes

1. In case of cancellation by the Client or participant, the following terms apply:
  - Up to **30 days** before the start date: free of charge.
  - Up to **14 days** before the start date: 50% of the invoice amount due.
  - Within **7 days** before the start date or after lessons have begun: 100% of the invoice amount due.
2. A scheduled lesson may be rescheduled free of charge up to 24 hours in advance. Cancellations or changes within 24 hours of the start time will be fully charged.
3. **Force majeure:** In case of illness, family emergencies, or other exceptional circumstances, an appropriate solution may be sought in consultation.
4. **Illness or absence of the instructor:** If Juliana X is unable to teach due to illness or force majeure, a new date will be scheduled or a substitute arranged. If neither is possible, the paid amount will be refunded.
5. Changes to date or location are only valid after written confirmation from both parties.

## 8. Execution, Conduct, and Responsibilities

1. Juliana X performs the agreement to the best of her abilities, in accordance with professional standards in music education and the electronic music industry.
2. If the lesson or workshop takes place at the Client's location, the Client must provide a suitable, safe, and accessible workspace, including necessary facilities such as power supply, sound system, tables, and chairs.
3. The Client is responsible for the safety of all attendees, visitors, and staff during lessons, workshops, or events.
4. Participation is at the participant's own risk. Juliana X is not liable for damage, loss, or injury during or after the activity unless due to intent or gross negligence.
5. Respectful behavior towards instructors, fellow participants, and materials is expected at all times. Discrimination, harassment, or inappropriate behavior will not be tolerated and may result in exclusion without refund.
6. In case of illness or unavailability, Juliana X may appoint a substitute instructor or facilitator to ensure program continuity.

## 9. Copyright and Image Rights

1. All teaching materials, audio recordings, visuals, texts, methodologies, and other content used or developed during lessons or workshops by Juliana X remain her intellectual property and are protected under copyright law.
2. These materials are intended solely for personal use and may not be copied, shared, published, or commercially exploited without prior written consent from Juliana X.
3. Taking photos or videos during lessons, workshops, or performances is only permitted after consultation with Juliana X.

4. Juliana X reserves the right to create photo, audio, or video material during activities and to use such material for artistic, educational, or promotional purposes, unless the participant objects in writing in advance.
5. By participating in lessons or workshops, the participant consents to the use of such materials unless otherwise agreed.

## 10. Force Majeure

1. Force majeure refers to any circumstance that temporarily or permanently prevents the execution of the agreement and lies beyond the control of Juliana X. This includes illness, government measures, strikes, pandemics, fire, technical failures, flooding, or transport issues.
2. In the event of force majeure, the obligations of both parties are temporarily suspended. If the situation lasts longer than 30 days, either party may terminate the agreement in writing without entitlement to compensation.
3. If Juliana X has already completed part of the work at the time of force majeure, she is entitled to invoice that portion proportionally.
4. Juliana X is not liable for any damage or costs resulting from circumstances of force majeure.

## 11. Liability

1. Juliana X performs her work with the utmost care and professionalism but is not liable for damage, injury, or loss arising during or as a result of lessons, workshops, or events, unless due to intent or gross negligence.
2. The liability of Juliana X is in all cases limited to the amount of the relevant invoice or, if applicable, to the amount paid by her liability insurance.
3. Juliana X is not liable for indirect damages such as consequential loss, lost profit, missed savings, or damage to personal belongings.
4. Direct damage is defined solely as reasonable costs necessary to remedy a shortcoming attributable to Juliana X.
5. Participants are responsible for their own liability insurance and, where applicable, coverage for personal property.

## 12. Complaints Procedure

1. Any complaints regarding lessons, workshops, or other services by Juliana X must be submitted in writing within 14 days of execution via [info@julianax.com](mailto:info@julianax.com).
2. The complaint must include a clear description of the issue and reason, allowing for proper assessment.
3. Juliana X will acknowledge receipt and respond within 14 days, or if more time is needed, provide an estimated response date.
4. If a complaint is found justified, an appropriate solution will be offered—such as a replacement lesson, workshop, or (partial) refund.
5. Submitting a complaint does not automatically suspend the payment obligation unless otherwise agreed.

## 13. Confidentiality and Privacy

1. Juliana X handles all personal data of participants and clients confidentially and in accordance with the *General Data Protection Regulation (GDPR)*.
2. Information shared in personal or confidential conversations during lessons, coaching, or mentorship will not be disclosed to third parties without explicit consent, unless legally required.
3. Both Juliana X and the participant commit to not disclosing or sharing confidential information about each other obtained during the collaboration.

## 14. Governing Law and Disputes

1. All agreements with Juliana X are governed exclusively by Dutch law.

2. In case of disputes, both parties will first seek an amicable resolution.
3. If this proves impossible, disputes shall be submitted to the competent court in Rotterdam.

## **15. Final Provisions**

1. If any provision of these terms is invalid or void, the remaining provisions shall remain fully effective.
2. The most recent version of these terms can be found at [www.julianax.com/rhythmsessions](http://www.julianax.com/rhythmsessions) and is available upon request free of charge.
3. The Dutch version of these General Terms and Conditions shall prevail in matters of interpretation.

### **Agreement Confirmation**

By registering or participating in *Juliana X – Rhythm Sessions*, the participant or client acknowledges having read and agreed to these General Terms and Conditions.

**Location:** \_\_\_\_\_ **Date:** -- \_\_\_\_\_

**Participant:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Juliana X – Juliana Aparecida Bruinsma**

**Signature:** \_\_\_\_\_