

General Terms of Service

Applicable from 3rd June 2019

1. Subject of Contract, persons in Contract

- 1.1. Service provider is Balázs Juhász individual entrepreneur, operator of the website www.zongoraiskola.info (residence: 2014 Csobánka, Béte út 63., Tax No.: 76642270-1-33), has proper qualification to perform art education services.
- 1.2. Student is underage or adult recipient of services, partly responsible for keeping Contract.
- 1.3. Customer is the natural person who entrusts Service provider and pays the fees, fully responsible for keeping Contract. Customer is entitled to give a company billing address. Customer and Student can be the same person if Student is an adult and can pay the fees. Customer can be an adult family member or legal representative of Student if Student is underage and/or can't pay the fees.
- 1.4. Service provider presents regular art education services based on written Contract only. Customer entrusts Service provider to provide art education services for Student at the location and on the musical instrument provided by Service provider. Customer chooses an education package from the current offers. Single classes can be visited without a written Contract.

2. Description of services, circumstances and conditions of enlisting

- 2.1. Art education services are provided through private piano classes where Service provider and Student (or more Students) take place, Customer can claim to control services and visit piano classes in professionally justifiable cases. Image and sound recordings might be prepared from particular productions during piano classes. Capacity of the room is 5 persons during individual classes, 10 persons during common classes.
- 2.2. Service provider offers art education via single classes or in education packages, latter case typically following a repeating timetable. Piano classes should match the teaching time frame, Service provider doesn't guarantee to keep any classes outside the teaching time frame, however he can offer timeframes in justified cases. Teaching time frame is: Mo to Fri 8 am to 7 pm. There is no education on weekends, on holidays and between Christmas and New Year. There is a possibility to replace missed classes on those Saturdays that are moved workdays. Setting up a proper timetable needs 3 weeks at the beginning of each schoolyear, it will be fixed on electronic attendance sheets. The set and fixed timetable can be changed later by mutual consent, with verbal modification. Service provider records visiting of the lessons on two attendance sheets, the physical one should be signed each time by Student, which is the base of electronic attendance sheet administrated by Service provider. The latter may be followed up viy a QR code presented in the attachment of Contract. There are no strict rules during the summer period to keep a repeating timetable, all piao classes can be discussed one by one.
- 2.3. Primary teaching period is following schoolyear. School term shown in the education packages is following Hungarian schoolyear, however there is a possibility to follow the schoolyear of the international schools instead, typically with the same duration and fees. According to Student's demand there is a possibility to agree in unique packages in the price category of yearly packages, typically at least for three months and for at least one student recital. Service provider can give a family discount on the yearly packages according to the fee schedule. The amount of classes in each Package requires a 80-85% attendance, fees are calculated with this rate. Classes fixrd in the packages should be visited during the schoolyear, they cannot be extended to summer period, Customer and Student are responsible for attendance. Above the 80-85% attendance, classes can be visited as additional classes.
- 2.4. Fees of the chosen education package can be paid by cash or by bank transfer, in the installments and due dates fixed in Contract. Due dates are independent from the real attendance. Service provider issues a pro forma invoice to Customer's billing address 8 days before the payment deadline and sends it to Customer's e-mail address fixed in Contract. Service provider sends a pro forma alert 2 days before its due date and repeats it 5 more times after the due date if it is not yet paid. Service provider is entitled to terminate Contract on the 21st day after the pro forma's due date (7.7./d).
- 2.5. Service provider organizes common classes and piano recitals beside the private classes. Image and audio recordings are taken on each piano recital. Common classes linked to the piano recitals are organized usually on the previous 2 weeks, Customer and Student will be informed about the choosable appointments 3 weeks prior to the piano recital. To be able to perform on a piano recital Student is required to play the chosen music piece(s) continuously by heart and demonstrate it / them at least on one common class. Piano duets and other chamber music can be played from the sheet.
- 2.6. For proper professional development, it is needed that practice facility should be provided for Student outside of piano classes. The best solution is to have an instrument at home but it can be temporarily accepted if Student can practise regularly somewhere else (e.g. in a school, at relatives, in a studio, in a rehearsal room, in a piano salon).

The following types of musical instruments can be accepted from a professional point of view: grand piano, upright piano, hybrid grand or upright, hammer action digital piano (with 88 keys and at least one pedal). Using a synthesizer is not recommended.

- 2.7. Another condition for proper professional development is that Student should have sheets according to the present knowledge level which should be brought to the piano classes and from which Student should practise outside of piano classes. Acquisition of sheets is mainly Customer's task but Service provider can help to get them however Service provider isn't entitled to issue invoices about the payment for the sheets while Service provider doesn't do any retail.

3. Enrollment of new students

- 3.1. Service provider may enroll new students at any time of the year. All interested people are entitled to apply for a free audition in 30 minutes before signing Contract, children together with parents, adults alone if possible. Applicants come to know the location while applying for the audition since it is indicated on the website only approximately for security reasons. Auditions typically match the teaching time frame but shouldn't make difficulties in other students' timetable. There is possible during the audition to try the instrument provided by Service provider, knowledge level can be measured in case of previous studies. After the audition, the applicant (or parents) and Service provider are entitled to decide freely if they would like to sign a contract and start a common work.
- 3.2. In case of successful audition, Customer or Student (especially a beginner Student) is entitled once to choose from the „Trial“ packages (Students without an instrument at home surely), or can be engaged for a longer term (mainly advanced Students, having an instrument at home), choosing from the current proportional „Basic“ or „Pro“ packages. Choosing a „Trial“ package it is not required but recommended that Student should practise outside of piano classes. Advanced or higher level Students can apply directly for single classes, without signing a Contract, based on their introduction and demo material.
- 3.3. After the expiration of „Trial“ package, Customer, Student and Service provider are entitled to decide if they would like to continue the common work. If all parties decide to continue, Customer is required to make a statement about the musical instrument provided for Student based on 2.6. The number of this statement will be fixed on each further Contract. Service provider is entitled to refuse signing further Contracts and continuing common work until this statement is provided.
- 3.4. Having the statement, Service provider will offer from the current proportional „Basic“ or „Pro“ packages. If there are only two weeks or less until the end of the current schoolyear, proportional packages is not interpretable, common work can be continued during the summer period according to the summer fee plan or from the next academic year according to 3.5.
- 3.5. In the further periods, Student is entitled to choose from the discount annual „Basic“ or „Pro“ packages, from the proportional „Basic“ or „Pro“ packages that can be started during the schoolyear or can claim for a unique package.

4. Customer's rights and duties

- 4.1. Customer agrees in providing conditions of services for Student, providing practice facility for Student outside of piano classes, paying the fees and helping Student in getting to the location of education according to the evolved timetable if needed. Customer makes a statement about the practicing facility provided for Student (based on 2.6.) at the latest while signing Contract for the first annual / proportional package. Without having this statement, Service provider is entitled to refuse to provide services for Student.
- 4.2. Customer agrees in indicating each omission for Service provider at least 24 hours prior to the current piano class. Classes are to be considered as held in case of unindicated or late indicated omissions. Indicating an omission within 24 hours can be approved if the reason is generated in the last 24 hours and its nature is illness, sickness, accident, family reason, unexpected school or workplace activity.
- 4.3. Customer agrees that Student will receive regular classical piano education (classical style) exclusively by Service provider within the duration of Contract. Student can receive purposeful piano education by another teacher (e.g. masterclass with a professor, preparatory classes for the entrance exam in a secondary or a superlative art school, studies in another music style) with the knowledge and consent of Service provider.
- 4.4. Customer agrees in reimbursing damages caused by Student.
- 4.5. Customer contributes in making image and audio recordings from Student's productions which can be used for marketing tools by Service provider.
- 4.6. Customer is entitled to control the professional contents and administration of piano classes, even to visit piano classes in professionally justifiable cases but the run of the piano class should be kept uninterrupted. Customer agrees in visiting the room without any urban footwear, staying barefoot or wearing socks, personal slippers or slippers provided by Service provider instead.

- 4.7. Customer is entitled to initiate modifying Contract if Student's timetable changes at school and it is needed to change the timetable of piano classes. Service provider can give a limited warranty for modifying Contract this way (7.3.).

5. Student's rights and duties

- 5.1. Student agrees in attending piano classes at the location and at the appointments fixed in Contract, in the amount of classes according to the chosen package, with the needed sheets, well prepared. Student agrees in using regularly the musical instrument provided by Customer for practising regularly outside of piano classes.
- 5.2. Student agrees in indicating each omission for Service provider at least 24 hours prior to the current piano class. Classes are to be considered as held in case of unindicated or late indicated omissions. Indicating an omission within 24 hours can be approved if the reason is generated in the last 24 hours and its nature is illness, sickness, accident, family reason, unexpected school or workplace activity.
- 5.3. Student agrees in receiving regular classical piano education (classical style) exclusively by Service provider within the duration of Contract. Student can receive targeted piano education by another teacher (e.g. masterclass with a professor, preparatory classes for the entrance exam in a secondary or a superlative art school, studies in another music style) with the knowledge and consent of Service provider.
- 5.4. Student agrees in keeping a disciplined behaviour at the location of education, taking care about the musical instrument and other belongings of the room, not smoking and not using any open flames. Customer is responsible for the damages caused by Student. Student agrees in visiting the room without any urban footwear, staying barefoot or wearing socks, personal slippers or slippers provided by Service provider instead.
- 5.5. While choosing a „Basic“ or „Pro“ package, Student agrees in performing well prepared his / her program on all student piano recitals organized during the time limits of Contract. Student can be absolved from performing only with a medical, school or workplace certificate or in case of unpostponable family program or other family reasons, or once without any reasons under the age of 7. While choosing a „Pro“ package, Student agrees in preparing for the exam(s), applying for the exam(s) in time, paying the exam fee(s) in time, appears on the exam(s) with origilan sheets, well prepared. Missing a student piano recital or an exam will not result reducing or refunding subscription fee, excepting for the fee difference of Normal – VIP subscription.
- 5.6. Student contributes in making image and audio recordings from some of productions which can be used for marketig tools by Service provider.

6. Service provider's rights and duties

- 6.1. Service provider agrees in giving piano classes professionally well prepared for Student at the location and at the appointments fixed in Contract, in the amount of classes according to the chosen package.
- 6.2. Service provider agrees in indicating his other activities for Student at least 24 hours prior if these activities affect the appointments of piano classes provided for Student and fixed in Contract. If the activity is generated in the last 24 hours, Service provider agrees in indicating the activity forthwith.
- 6.3. Service provider agrees in offering replacement classes for Student outside of the appointments fixed in Contract if there are classes missed due to Service provider's health conditions, other activities or fault or other obstructions generated on service side. Service provider agrees in refunding the fee for one class per omission to Customer, keeping the accidental discounts for the package if the offered replacement appointment isn't appropriate for Student and the missed class won't be replaced.
- 6.4. Service provider may offer the replacement of classes missed by Student's other activities but only in cases that the omission was indicated as mentioned in 4.2. and 5.2., up to 25% of the chosen package. Replacement of classes can be done at a different appointment with the original length or linked to a fixed appointment keeping a longer class. Class replacement can be done only at appointments that don't affect other students' fixed timetable. Service provider doesn't take any responsibility for losses that can be traced back to more omissions generated on Student's side, underperformance of the chosen package won't reduce the package fee.
- 6.5. Service provider reserves the rights for replacing the provided musical instrument with a similar one if it gets out of order. If providing service becomes impossible originated in the instrument's error and it can't be replaced within a reasonable time, Service provider initiates terminating of Contract (7.7./c).
- 6.6. Service provider reserves the rights to change the location of education with notifying Customer and Student one month prior. If Customer decides that Student can't continue studies at the new location Service provider offers the possibility of justifiable terminating of Contract (7.6./b).
- 6.7. Service provider agrees in giving all information in time about the exams for Student(s) choosing a „Pro“ package. Service provider doesn't take responsibility of omissions and losses which origin in Student's inattention.
- 6.8. Service provider reserves the rights for limiting the opening hours during the summer peiod to 75% of the teaching time frame applied during the schoolyear.

- 6.9. Service provider reserves the rights for decision about performing further services for Student after expiring Contract, taking Student's outout into consideration.
- 6.10. Service provider reserves the rights for changing General Terms of Service at any time and agrees in notifying Customer and Student and also requires a declaration about accepting new TOS. Service provider agrees in publishing new General Terms of Service 14 days prior to its entry into force.

7. Duration of Contract, modifications, termination

- 7.1. Contract is created with a fixed term, Contract loses its validity after the expired duration, it's no need to terminate. At the same time, Customer and Student aren't entitled to receive further regular services, Service provider isn't entitled to provide regular services without a valid Contract, it is required to extend duration of Contract or sign new Contract for further regular services. If Student would like to receive longer service than planned, Customer is entitled to indicate extending the duration of Contract for a package chosen for less then a full term, however at most until the end of current academic year.
- 7.2. Customer is entitled to initiate modifying Contract in writing to change the education package. This type of modification influencing current academic year is possible at the latest 30 calendar days before the end of the schoolyear period. Service provider may accept these claims investigating professional viewpoints. With a successful modification, Customer is bound to pay the fee difference or Service provider will refund educational fee difference. Subscription fee cannot be refunded.
- 7.3. Customer is entitled to initiate modifying Contract orally if Student's timetable at school or at workplace changes permanently and Student would like to receive piano classes at different appointments. Service provider can uphold these modifications only if he is able to provide diferent appointments for Student within the teaching time frame. In certain cases, modification needs to modify other Students' timetable and Contract. If Service provider can't provide different appointments for Student, Service provider offers the possibility of justifiable terminating of Contract (7.6./b).
- 7.4. Service provider is entitled to initiate modifying Contract orally if rearrangement of timetable makes it necessary. Customer and Student are entitled to accept modification only if the offered new appointment makes possible to attend the amount of classes according to the chosen package.
- 7.5. Service provider is entitled to initiate modifying Contract in writing if he has to change the location of education. If the new location isn't appropriate for Student, Sevice provider offers the possibility of justifiable terminating of Contract (7.6./b).
- 7.6. Customer is entitled to terminate Contract in writing at any time, in a particular case with any justification. In case of termination by Customer, Student is no longer entitled to receive regular services, however, financial implications depend on justification. (a) In case of termination without any or without proper justification Customer won't receive any refund from subscription fees or education fees and will be bound to pay his / her accidental backlog and accidental remaining installments within 8 days in a lump sum. (b) In case of proper justification Customer is entitled to claim for proportional refund from the education fee and partial refund from the subscription fee but (s)he loses all discounts on the education package, refund will be based on detailed description of each package. Causes can be the following: unfavorable change of the location of education, change of Student's residence, significant change in Student's school or workplace timetable, serious bodily injury, family reason, long term stay abroad, unfavorable changes of TOS, grounded professional excuse against Service provider.
- 7.7. Service provider is entitled to terminate Contract with proper justification if he experiences that cooperation of Customer, Student and Service provider are not satisfactory. In case of termination by Customer, Student is no longer entitled to receive regular services, however, financial implications depend on justification. (a) If Service provider experiences and proves that Student receives regularly classical piano education not only by Service provider, especially if this happens without notifying him and without his consent, Customer won't receive any refund from subscription fees or education fees and will be bound to pay his / her accidental backlog and accidental remaining installments within 8 days in a lump sum. (b) If Service provider experiences that Student's professional progress is blocked by not regular class visiting, not regular practising at home and / or missing active participation at student piano recial(s) with reasons outside of the reasons listed in 5.5., Customer is entitled to claim for proportional refund from the education fee and partial refund from the subscription fee but (s)he loses all discounts on the education package, refund will be based on detailed description of each package. (c) If providing service becomes impossible from the side of Service provider (the instrument gets out of order, the classroom becomes unsuitable for teaching, other interdiction of Service provider), Customer is entitled to claim for proportional refund from the education fee and partial refund from subscription fee, keeping all discounts on the package. Refund will be based on detailed description of each package. (d) If Service provider experiences that Customer didn't pay the current installment of the education fee neither after the 6th pro forma reminder, nor on the 21th calendar day after the due date, Customer isn't entitled to claim for any refund, Service provider is entitled to refuse providing any service in the future for Customer and for Student.

8. Other provisions

- 8.1. Parties should use electronic availabilities fixed in Contract for notifications.
- 8.2. In problems that aren't regulated in present General Terms of Service, the current laws – thus in particular the Civil Code (Polgári Törvénykönyv) – are authoritative.

Budapest, 19th May, 2019.