

Terms and conditions

MPA Institute B.V.

Music Production Academy (MPA)

Article 1: General

These terms and conditions are binding unless otherwise agreed in writing. From the moment of registration through the written or online registration of Music Production Academy for one of the following courses, which are taught at Hoogstraat 38a, 3011 PR Rotterdam, this agreement is binding, and will fulfill both parties referred to the mutual obligations in these terms and conditions. This agreement is valid under the following programs:

- Music Production Academy Full Course;
- Music Production Academy Full Course year 2;
- Music Production Academy Maschine Course;
- Music Production Academy DJ lessons;
- Music Production Academy Private Lessons.

This course has its unique conditions*:

- Music Production Academy Jamback Course Advanced;

*If any conditions are not documented in the specific conditions of this course, then the conditions in this document apply.

Article 2: Obligations of parties

Music Production Academy provides her equipment, facilities, and staff to the student and will make reasonable efforts to ensure that equipment, facilities, and staff are available and function effectively during scheduled lessons

The student will actively participate in the lessons, and thus follow this to its best ability.

Conditions of delivery: Upon registration for a Music Production Academy Course, the following materials are available to the student:

- Curriculum and training materials for both theoretical and practical assignments;
- The premises allocated for each specific lesson, studios or external areas.

The stated course material has no consequences for the price of the chosen course. This is included in the total costs that will be charged to the student.

Article 3: Exclusion from participation

Registrations by employees of other audio classes and/or organizations that reasonably can be regarded as a competitor of Music Production Academy, are excluded from participation. Exceptions to this are made only by permission of the co-owner of Music Production Academy (Mr. M.W.J. Verton).

Article 4: Cancellations

For every registration, there is a reflection period of fourteen days of which a possible cancellation will have to be submitted in writing. In case of a submitted deregistration outside this period, up to 50% of the costs for the relevant Course can be settled. If a participant registers within four weeks before the start, a reflection period of fourteen days also applies. Cancellations within this period are free of charge, except for the cost of any lessons already attended, which will be reasonably based on the price per lesson and thus will be settled. The Full Course, Full Course year 2 and other group lessons only take place with a minimum of three registrations per class. For more registrations that can be placed, placement follows the order of registration.

If the student does not come to a lesson or lessons that are already scheduled without timely notification, 1 (one) hour of the lesson(s) will be declared nevertheless. A timely notification is understood to mean at least 24 hours before the start of the planned lesson or lessons.

Article 5: Termination and re-entering

Cancellations – Full Course or Full Course Year 2
You may cancel your enrollment within the first six months of the course. If you cancel within the first six months, 50% of the full course fee is non-refundable

After six months, cancellation is possible with a one-month notice period.

After the first six months, it is also possible to switch to two private lessons per month for the same monthly fee. During this period, you will retain full access to the MPA studios and events.

If you wish to cancel within the first six months and fail to notify us, you will still be charged 50% of the full course fee.

Your official start date as a student begins on the first day you use the MPA facilities, attend a group or private lesson, or participate in a masterclass.

Cancellations – Maschine Course, DJ Lessons, and Private Lessons:

Cancellations for the Maschine Course, DJ lessons, and Private Lessons must be made at least 24 hours in advance. If a lesson is canceled within 24 hours, the full lesson fee will be charged. Lesson packages can be canceled with one month's notice.

Products (hardware and software) that are part of a registration deal made possible by Music Production Academy, such as a gift with registration and/or discounted products will be fully charged when a student terminates a course prematurely.

Article 6: Failure to meet financial obligations

When a student is unwilling or unable to pay the tuition, Music Production Academy is, regardless of reason in their right according to the terms and conditions, to involve a collection agency to collect the outstanding amount from the student. When the collection agency adds additional costs, directly or indirectly, these costs will be borne entirely by the student. When multiple instalments are overdue, Music Production Academy reserves the right to deny a student entry to the lessons.

Article 7: Liability

When damage caused by the fault of the student occurs, Music Production Academy is not liable for any damages arising from the student's failure to meet financial obligations, and any damage due to misconduct will be charged to the student. Music Production Academy has the right to expel the student due to misconduct from the course, by which the consequences of payment applicable to Article 4: Cancellations apply.

When a student causes damage during travel to, from, or within the facilities of the Music Production Academy, the student will be liable. Therefore, the student hereby states that Music Production Academy is free from all claims that are described in this article.

The student is also responsible for any injuries or damages caused to third parties while on the premises from Music Production Academy.

Article 8: Force majeure

When there is a clear presence of force majeure,

Music Production Academy is fully within its rights to delay lessons and is exempted under these circumstances from any liability for damages or costs for the student. The following forces majeure are applicable: fire, illness, natural disasters, delays, power failures, strikes, government measures, blackouts, robberies, burglaries, weather conditions, riots, government measures, traffic barriers, bankruptcy of suppliers, equipment failure as well as reasonably unexpectedly emerging and not directly solvable faults which relate to the equipment. If the student cannot attend a class, Music Production Academy will try to let the student take the class on another course day. However, if the schedule does not allow this then the student is not entitled to a refund of tuition.

Article 9: Registration and acceptance to the program or course

Music Production Academy is only bound to a registration when this is received via writing or e-mail and confirmation of registration has been accepted and the first payment is received by MPA. The student is bound by the agreement. If any of the courses or training is fully booked then Music Production Academy will refuse future registrations.

Article 10: Payment methods and payment surcharge

There are various ways in which the services from Music Production Academy can be paid for. Music Production Academy accepts payments via bank transfers, iDEAL and PayPal. Depending on which service you use for a payment, a surcharge may be charged over the total transaction value. This rate is to cover the costs for processing the payment via the service you've elected to choose. When paying through PayPal, an extra surcharge of 3.4% + € 0.35 will be added over the total transaction for transfers up to € 2,500. For transactions between € 2,500 and € 10,000, an extra surcharge of 2.9% + € 0.35 will be added over the total transaction.

Article 11: Applicable law

These terms and conditions are registered within Dutch law. Disputes arising out of these terms and conditions or relating to these terms and conditions will be presented to the court.

Article 12: Complaints

1. General Handling

MPA aims to respond to all questions and complaints as quickly and satisfactorily as possible. For administrative or course-related matters, you can contact us by phone or email. We aim to respond within 10 working days of receipt. If a question or complaint requires more time, you will receive an acknowledgment of receipt and an indication of when you can expect a full response.

2. Course Materials and Delivery

While we strive to ensure all course materials and deliveries are accurate, any issues should be reported within 10 days of receipt. Complaints must be submitted clearly, completely, and in a timely manner. Complaints not submitted within 2 months of the issue occurring are not admissible. If no mutual resolution is reached, the matter may be handled under the disputes procedure outlined in Article 13.

Article 13 – Disputes Procedure

This agreement is governed by Dutch law, unless mandatory law prescribes otherwise.

Disputes between you and MPA regarding the formation or performance of agreements for services or goods can be submitted by either party to the Disputes Committee for Private Education (De Geschillencommissie Particuliere

Onderwijsinstellingen). More info:
www.degeschillencommissie.nl.

The committee will only consider a dispute after you have first submitted a complaint to MPA in accordance with Article 15, and no satisfactory solution was reached.

A dispute must be submitted to the committee within 12 months after submitting the complaint to MPA.

A fee is payable for having a dispute handled by the committee.

If you submit a dispute to the committee, MPA is bound by that choice.

If MPA wishes to submit a dispute to the committee, we must first ask you in writing whether you agree. If you do not respond within 5 weeks, MPA is free to submit the case to the regular court.

The committee will make a ruling in the form of a binding decision according to its own rules.

In cases where formal education laws include mandatory dispute arrangements, such as for exams, these provisions do not apply.

Article 14: Examinations and retakes

The exams (theory and practical lessons) are assessed by the teachers of Music Production Academy. If there is a theoretical exam then this may be retaken once within four weeks after the first exam. This does not result in extra charges. The practical assignment has to be completed and turned in one month after completion of the lessons. If the participant does not pass the retake or the practical work is not handed in on time then there will be a personal interview in which further possibilities will be discussed.

Article 15: Confidentiality

All information provided to the participant by Music Production Academy or one of the teachers is absolutely confidential and may never be shared with third parties.

Article 16: Copyrights

In some cases, the participant works with musical works not owned by him or her. These musical works are copyrighted. The participant is under no circumstances allowed without permission from Music Production Academy and/or the respective teachers to use these musical works in their own productions.

Article 17: Equipment and facilities

It is expected of the participant to deal as carefully as possible with the equipment and facilities placed at his or her disposal. In case of damage to equipment or facilities the participant directly responsible must point this out to the teacher. Further steps will be taken to see who to recover the costs of the damage from those responsible.

Article 18: Recording/filming lessons

The student is not allowed to capture images or film within the classroom or during each one of the courses.

Article 19: Enrollment/participation

The student is enrolled if the following requirements are met:

- The registration form is completely filled in;
- The student has received a confirmation of registration;
- The student has met the first payment or instalment.

Article 20: Retake of lessons

If the participant declares no later than 24 hours before the start of the lessons that he / she cannot participate, then this lesson can be retaken at a time MPA indicates. If the participant cancels or does not show up within these 24 hours this option expires, provided there are no forces majeure or extraordinary circumstances.

Article 21: Modification clause

Music Production Academy is authorized to make changes to the terms and conditions. These changes will take effect at the announced date of entry of these changes. Music Production Academy will send the changed terms and conditions to its participants on time. If no time of entry for these changes have been notified, then these changes will take effect as soon as the participants have been notified by Music Production Academy.

Article 22: Confidentiality

All information provided by customers is confidential to the educational institution, its staff and the teachers.