

Terms of participation for JMD courses and projects

Updated 25.05.2018

- 1) Registration on a JMD course creates a contractual relationship under private law between the person submitting the registration and Jeunesses Musicales Deutschland e.V., Marktplatz 12, 97990 Weikersheim, (JMD), represented by the secretary general. These terms of participation form part of that contract.
- 2) Registration can be submitted through the website www.jmd.info or in writing by post, and is binding. By registering online or signing the registration document you confirm that you consent to the terms of participation, which can also be viewed on the registration website. Participants under the age of 18 must be registered by a legal representative.
- 3) The person who submits the registration can withdraw from the contract up to 14 days from conclusion of contract without giving reason, however, by giving written notice. Any such withdrawal will be confirmed by JMD.
- 4) If all course places have already been allocated when the registration form is received, or if applications to participate on the course are subject to specific terms, so that under certain circumstances applicants have to undergo a selection process, and the applicant does not meet the requirements of this process, JMD will be entitled to retract its contract offer on these grounds.
- 5) JMD will always confirm admission to the desired course in writing.
- 6) The fee for participation or registration must be transferred promptly to JMD by the deadlines specified in the information sent out, and no later than **b e f o r e** the start of the course. Otherwise, JMD will be entitled to withdraw from the contract at its discretion. Non-payment or late payment will not constitute withdrawal from the contract.
- 7) Payments must be made to the account of JMD:
IBAN: DE33 6735 2565 0000 4022 48, SWIFT-BIC: SOLADES1TBB. The name of the registered participant must be included on the transfer form and the course name must be given as the reason for payment, so that the transfer can be allocated correctly. Payment by cash is only possible if it has been arranged by mutual agreement in advance.
- 8) The participation fee includes the course fee and, if applicable, the contribution towards accommodation and food costs. Basically, it is not possible to offset or refund elements that are not used.
- 9) Withdrawal from the contract more than 14 days after registration is also possible.
 - a) In the event that the person who submitted the registration withdraws more than 14 days after registration, the registration fee will be charged as a minimum.
 - b) If the person who submitted the registration withdraws after confirmation of admission by JMD, an administration fee will be charged equal to the fee specified in the information sent out.
 - c) If the person who submitted the registration cancels within four days of the start of the course, or the person registered does not attend the course, the full participation fee will be charged.
 - d) The person who submitted the registration will not be entitled to compensation for services not used or not received if the participant discontinues the course after starting it.
 - e) For courses where admission by JMD is dependent on the application, any application fee stated in advance will not be refunded in the event that the applicant is not admitted.

- f) If a tutor is not available, this will not constitute grounds for withdrawal or refund of the participation fee or parts thereof, providing JMD has arranged an equivalent replacement.
- g) If the course is cancelled by JMD, the full net participation fee including all costs will be refunded.
- h) No right to compensation for services not used or not received will exist, if JMD has to exclude a participant from further participation in a course already started for material reason. Please refer to Articles 16), 17) and 20).
- i) In rare cases, if the contract cannot be fulfilled due to personal reasons of the participant, as set out in Article 10), JMD may withdraw from the contract without consequences.
- 10) If special (e.g. health, social, religious) personal considerations and/or support measures need to be taken into account for the registered person, these must be specified clearly on registration. On admission to the course, JMD will decide if it can provide or arrange for the necessary conditions. In many cases this is possible. In some circumstances, after relevant consultation, any additional costs beyond the average may need to be paid separately by the person who submitted the registration. Please refer to Article 9 i).
- 11) On registration, a valid email address must usually be provided. JMD will use this email address to send further communication and must be expressly permitted to do so. Otherwise JMD cannot guarantee that all important information can be communicated promptly. JMD cannot be held liable for any resulting negative impact on participants.
- 12) Organisational information relating to the course (arrival, contact person, accommodation, food, etc.) will be sent by JMD in good time before the course.
- 13) Each participant must organise and pay for their travel to and from the course themselves. It takes approx. 10 minutes on foot from Weikersheim station to the guest house and the route is signposted.
- 14) Participants generally stay in the Schloss Weikersheim Music Academy guest house. Rooms are allocated by the Music Academy, taking into account gender, age and length of stay. Room allocations may not be changed without the agreement of the guest house management. If necessary, the Music Academy can arrange for participants to stay in private accommodation locally – for no extra charge.
- 15) The course tutors will ensure that the course runs smoothly. For larger courses an organisational team from JMD will be on site. They are also the direct points of contact for participants with questions or problems. The guest house staff and the staff of the Music Academy/JMD are also available to speak to during their working hours.
In hazardous situations, the instructions of JMD staff and/or the palace administration, or emergency personnel from the public order office, police and/or fire service must be followed.
- 16) The Music Academy house rules and the Schloss Weikersheim garden rules must be fully observed. Participants who deliberately and/or repeatedly fail to observe these rules may be excluded from further participation in the course by the academy management and sent home at their own expense. If the participant is a minor, their legal representative will be informed first. Please refer to Article 9 h).
- 17) For alcohol and tobacco products, the provisions of the Jugendschutzgesetz [German Youth Protection Act] apply. Smoking is generally prohibited in all premises. Participants who are inebriated during the day will be excluded from further participation in the course that day. Participants who are found heavily inebriated or who cause damage or are violent under the influence of alcohol will be excluded from further participation in the course (please refer to Article 9 h)) and will be prosecuted under civil law if applicable.

18) If a participant is ill, has an accident or experiences other personal problems, JMD will inform their contactable relative immediately, or instruct the authorities to do so. JMD will instigate the necessary emergency procedures.

19) In the event that damage of any kind is caused or identified, a member of JMD staff must be informed immediately, regardless of any potential liability. This is so that further damage can be prevented and claims against insurance policies, which are generally in place, can be made, in order to control the damage.

Persons submitting the registration are asked to check whether they are able to claim against personal liability insurance and accident insurance in the event of personal (contributory) culpability.

20) JMD/Music Academy liability insurances are in place to cover damages incurred by participants during the course, for which JMD staff are culpable. Information regarding responsibility for supervision of participants who are minors when they attend the course can be found in the relevant information sheet. If participants who are minors "go off alone", this may also lead to exclusion from the course in extreme cases. In such case a legal representative will be informed.

21) Persons submitting the registration consent to staff or representatives of JMD taking photos, videos and audio recordings during the course, and will not derive any rights in the event that JMD uses such recordings for PR and documentation purposes. JMD will ensure that such recordings do not infringe any personal rights, are not for commercial purposes and are not passed on for use by third parties without special permission. Persons submitting the registration also consent to any press and radio recordings for reporting purposes approved by JMD.

22) Personal data of persons submitting the registration and/or participants will be stored by JMD (in Germany) on the basis of contractual fulfilment and used to inform participants about JMD's activities. The duration of storage will be in compliance with legal regulations. The data will be protected against access by unauthorised parties and will not be used for other purposes or passed on to third parties. When registering through our website, please refer to the data protection policy on the website. Participants can assert their rights to information, deletion/restriction of processing and objection by contacting the JMD data protection officer at datenschutz@jeunessesmusicales.de.

23) In the event of a legal dispute between a participant or his/her legal representatives and JMD (which has never occurred to date), we will seek to reach an out-of-court settlement in the first instance. If this fails or is not legally admissible, the court of jurisdiction will be the responsible court in the defendant's country of domicile.

24) This version of the general terms of participation will come into effect on 15.05.2018. Registrations that took place before 15.05.2018 will remain unaffected by the change.

If individual provisions are ineffective due to prior statutory and contrary regulations, the remaining provisions will continue to be effective.

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JMD courses should be characterised by an atmosphere of mutual respect. All participants will be expected to treat the premises, fixtures and furnishings of the Music Academy, the guest house and other buildings carefully, behave considerately within the historic grounds of Schloss Weikersheim, be respectful of other course participants, academy visitors and JMD staff and tutors, and show consideration for neighbours and residents in Weikersheim.