



**ImPulzus**  
Creative Music Lab

## General terms and conditions

The General Terms of Service (“GTC”) include the Hangkeltő Alapítvány (Residence: 6 Regényes street II. Budapest, 1221; tax number: 18629482-1-43; registration number: 01-01-0011989) as a Service Provider („Service Provider”) for programs promoted by the ImPulse Creative Music Lab terms and conditions.

Please only use our services if you agree with all its points and consider it binding upon yourself.

The GTC can be downloaded from this link:

[http://impulzusmusic.com/impulzus\\_termsandconditions.pdf](http://impulzusmusic.com/impulzus_termsandconditions.pdf)

### Service Provider’s Details:

The Service Provider’s name: Hangkeltő Alapítvány (Foundation)

The Service Provider’s residence: 6 Regényes street II. Budapest, 1221

Contact information of the Service, the regularly used electronic mail address for contacting the users: [info@impulzusmusic.com](mailto:info@impulzusmusic.com)

Registration number: 01-01-0011989

Tax number: 18629482-1-43

Name of Registration Authority (Court of Registration): Fővárosi Törvényszék

Phone number: +36303244842

### 1. Governing Law

1.1. Issues not regulated by these Rules and the interpretation of these Rules shall be governed by Hungarian law, with special regard to the Civil Code’s Act V. of the 2013 (“Civil Code”) and electronic commerce services and information society services CVIII of the 2001 Certain Issues of Related Services applicable law. Binding provisions of the applicable law shall apply to the parties, without any further stipulation.

### 2. Privacy Policy

The Hangkeltő Foundation Privacy Policy:

[https://impulzusmusic.com/hangkelto\\_privacy\\_policy.pdf](https://impulzusmusic.com/hangkelto_privacy_policy.pdf)

### 3. The formation of the contract

By filling out and submitting the Application Form online, is made with the written confirmation of the order by the Service Provider, or by sending an advance or participation fee invoice. The time, location, professional content of the program, the definition of each sub-service, the method of delivery and the amount of the participation fee are included in the service offer (website, information) issued by the Service Provider, the Application Form confirming online application and

the paid entry fee. Verbal clauses not included in the previous documents and not expressly confirmed in writing by the Service Provider are not part of the contract.

#### **4. Participation Fee**

The participation fee includes the cost of the services included in the advertised program and the Service Provider's organizational costs. The participation fees for each program are published by the Service Provider on <https://impulzusmusic.com>. The participation fees on our website are gross.

#### **5. Payment Terms**

After the confirmation of the application form, the Client pays an advance payment or the full participation fee according to the payment options announced for the program (website, informative). Accepted payment methods: cash or bank transfer. The payment of the advance or participation fee guarantees that the Service Provider will not sell the places booked. The deadline for payment of the full entry fee will be as stated in the confirmation. The Customer acknowledges that the Service Provider will not send a separate notice regarding the payment deadline, stated in the confirmation. Failure to observe the time limit will result in termination of the contract. In such a case, the Service Provider will treat the Contract as having been cancelled by the Customer and the cancellation conditions will take effect (clause 9).

#### **6. Service information**

The exact definition, description, duration of the services, participation fees, description of the programs, other fees and charges (for example: accommodation, travel costs) and their content, as well as other information required by applicable law, are provided by the Service Provider at <https://impulzusmusic.com>, as well as periodic programs, promotional offers are also advertised on the website mentioned above.

#### **7. Rights and obligations of the Service provider**

7.1. The Service Provider reserves the right to cancel the contract with the repayment of the amount paid up to the 5th calendar day before the start of the program, in the absence of the minimum number of participants planned to start the programs.

7.2. If the implementation of the announced program is of force majeure: war, epidemic, terrorism, strike or unavoidable natural phenomena, technical obstacles, the Service Provider will not be liable for any loss of the services due to the above-mentioned reasons and will not be liable for damages. At the same time, it shall endeavour to implement the missed, failed program on other occasions, with similar content, in accordance with the Principle of Minimum Common Liability, in agreement with the Customer.

7.3. The Service Provider shall not be liable for any change in the natural environment of the service due to extraordinary reasons or for any inconvenience or damage caused by natural or political reasons.

7.4. The Service Provider is also responsible for the performance of the services undertaken in the contract, even if the Service is performed through its subcontractor. The Service Provider shall be liable for breach of contract, certified damages, but is relieved of its obligation if it proves that it is contractual (faultless) performance as you would normally expect in the given situation.



7.5. If the Service Provider is obliged to make substantial changes to the program after the conclusion of the contract, it shall immediately inform the Customer of the change through the usual communication channel.

7.6. At the events of the service provider photos are regularly taken and videos are recorded too. About the usage of this materials the service provider seeks to inform the participants. Participants agree with usage of these materials by transferring the participation fee.

## **8. Rights and Obligations of the Customer**

8.1. If the Service Provider is forced to make substantial changes to the program after the conclusion of the contract, the Customer may cancel the contract within 3 days of the announcement of the change. In this case you will be entitled to the entry fee without reduction.

8.2. If the Customer withdraws from the contract with the payment of the cancellation fee, his / her participation rights terminate. The Service Provider has the right to resell the cancelled places.

8.3. The Customer is directly responsible for any damage caused by the Customer to the 3rd person during the Program.

8.4. The Customer is obliged to respect the date, place and hour of the program.

8.5. If the Customer cancels paid services or does not use certain services during the program, he / she will not be able to claim any compensation for them or to claim any of them.

8.6. The Customer has the right to notify the Service Provider's representative of his objections and complaints at the scene of the event giving rise to the objections, which must be recorded in writing in the report book immediately after the comment. Subsequent complaints with legal consequences will not be taken into consideration by the Service Provider.

## **9. Additional information for regular sessions**

In case of regular sessions other issues may appear that don't exist in other events.

9.1. It is possible to modify the appointments after previous reconciliation. If the session is cancelled because of the service provider, the Participant is not imposed by an obligation.

9.2. If the participant would like to change the appointment of the session, there is a possibility to do it 48 hours in advance free of charge. In case of cancellation within 48 hours it is possible that we can't cancel the rent of the venue, so we ask the participant to pay for it next time. Cancellation on the current day is considered as a session held that can't be refund. Of course, in vis major cases can be exceptions.

9.3. Sessions can be paid in one amount or in instalments, the order will be finalized after at least the first five sessions will have been paid.

9.4. For those participants who took the regular sessions, after completing a stage, the last production will be recorded (optional). This record without the written agreement of the parties is basically for personal usage. In case there is a need for other usage options, the other party should agree with it before the record is used.



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9. 5. During the instrumental session the service provider proceeds with the normal conditions of use. When the musical instrument is damaged because of different use, the compensation for the damage is the duty of the Participant for the Service provider or the Lessor of the venue.

9. 6. The Service provider currently doesn't rent musical instruments, for the applicants it is an expectation to get the musical instrument they would like to study. In case it is not possible to achieve, the Service provider is entitled to break the training off with refunding the not-used sessions.

#### **10. Cancellation and modification Policy**

If the Customer withdraws from the contract, he / she shall reimburse the following costs:

Between 29-15 calendar days 60% of the entry fee.

Between 14-8 calendar days 80% of the entry fee.

Between 45-30 calendar days 30% of the entry fee.

Within 7 calendar days or in case of no-show 100% of the entry fee.

#### **11. Supervisory bodies**

Consumer Protection Authority: regionally competent district offices (contact: <http://jarasinfo.gov.hu>), Ministry of National Development (address: 44-50 Fő street, Budapest 1011, central post office address: 1440 Budapest, Pf. 1., <http://www.kormany.hu/hu/nemzeti-fejlesztesi-miniszterium>)

21<sup>th</sup> January 2020, Budapest

Csaba Tóri

Hangkeltő Alapítvány (Foundation)