

**TERMS AND CONDITIONS**  
**FOR**  
**SALZBURG INTERNATIONAL BALLETT ACADEMY:**  
**THE WEEKEND PROGRAM COACHING FOR EXCELLENCE**  
**2023/2024**

- The Weekend Program Coaching For Excellence 2023/2024 (hereafter referred to as "PROGRAM"), organized by Salzburg International Ballett Academy (hereafter referred to as "SIBA"), is tailored for dancers committed to attending at least one (1) full weekend per month. This commitment involves two (2) consecutive days of training, each lasting six and a half (6.5) hours. Until the June 30, 2024 (Sunday) PROGRAM end date.
- PARTICIPANTS should be at an advanced or (pre)professional level in dance, with a minimum of three (3) to four (4) years of prior dance training.
- Applicants will be assessed based on their application, dance résumé, and potential audition. Once accepted, they will receive an agreement signed by SIBA's legal representative, Prof. Peter Breuer.
- Upon signing the agreement (by a legal guardian if the applicant is underage) and after SIBA has received the tuition fee, the applicant becomes an official PARTICIPANT.
- The copies of identification pages from the PARTICIPANT's current passport, including photo and signature, must accompany the signed agreement. These documents can be emailed to [info@siba.dance](mailto:info@siba.dance) or given personally to an SIBA faculty member.
- PARTICIPANTS are required to make tuition payments on a monthly basis for the entire duration of the PROGRAM. It is imperative for PARTICIPANTS to understand that, as outlined in the binding agreement, this commitment to the PROGRAM mandates consistent monthly payments.
- It's mandatory for all PARTICIPANTS to possess medical insurance covering Austria. Those without valid insurance cannot join the PROGRAM. EU citizens should have their European Health Insurance Card (EHIC) or an e-card if residing in Austria.
- A detailed schedule for the upcoming weekend will be emailed to PARTICIPANTS two (2) days in advance, outlining the curriculum for that week and the specific sessions they will attend.
- All PARTICIPANTS should have appropriate dance attire. Girls, especially, should ensure they have an ample stock of pointe shoes for the PROGRAM's duration.

- SIBA reserves the right to retain all or a portion of the PROGRAM tuition if a PARTICIPANT initiates a revocation. Specific details about the revocation policy will be outlined later in this document.
- SIBA reserves the right to alter faculty members or adjust the schedule due to unforeseen circumstances like illnesses.
- Any changes to the PROGRAM's terms and conditions will be communicated promptly to PARTICIPANTS via email.
- For any situations not specified in these terms, the decision of SIBA remains final.

## 1. APPLICATION AND ENROLLMENT

- 1.1. Upon acceptance into the PROGRAM, applicants are expected to commit to its entire duration, until the June 30, 2024 (Sunday) PROGRAM end date.
- 1.2. Successful applicants must then pay the tuition in accordance with the stipulations detailed in Article 3, titled **METHOD OF PAYMENT**.
- 1.3. Booking any of SIBA's services signifies a binding agreement, with the individual responsible for the booking obligated to fulfill the corresponding payment obligations.
- 1.4. Slots in the PROGRAM will be filled based on the order in which bookings are received by SIBA.
- 1.5. For the enrollment of minors, the consent of their legal guardian is mandatory.
- 1.6. SIBA retains the right to accept or decline any enrollment or other service provisions without offering an explanation.

## 2. TUITION

- 2.1. Unless otherwise agreed upon in a separate written agreement between both parties specifying different payment amounts, the following terms shall apply:
- 2.2. Two-Weekend Intensive pricing:
  - 2.2.1. Early bird offer:
    - 2.2.1.1. Price: three hundred eighty euros (€380) per month.
    - 2.2.1.2. Eligibility: Exclusive to PARTICIPANTS who finalize their enrollment by January 6, 2023.
    - 2.2.1.3. Continuity: PARTICIPANTS availing of the early bird offer will maintain this rate for the entire duration of the PROGRAM.

- 2.2.2. Standard rate:
  - 2.2.2.1. Price: four hundred thirty euros (€430) per month.
  - 2.2.2.2. Applicability: for enrollments commencing from November 1, 2023.
- 2.2.3. Package details: PARTICIPANTS will receive twenty-six (26) hours of intensive training over two (2) separate weekends within a month, each consisting of two (2) consecutive days. This totals four (4) full days, with each day providing six and a half (6.5) hours of instruction. The curriculum integrates practical sessions, academic lectures, and a variety of educational activities. Designed for students committed to both physical prowess and intellectual development in dance, this package is tailored for those willing to dedicate at least two (2) full weekends a month.
- 2.3. Single-Weekend Immersion pricing:
  - 2.3.1. Early bird offer:
    - 2.3.1.1. Price: two hundred twenty euros (€220) per month.
    - 2.3.1.2. Eligibility: Exclusive to PARTICIPANTS who finalize their enrollment by January 6, 2023.
    - 2.3.1.3. Continuity: PARTICIPANTS availing of the early bird offer will maintain this rate for the entire duration of the PROGRAM.
  - 2.3.2. Standard rate:
    - 2.3.2.1. Price: two hundred fifty (€250) per month.
    - 2.3.2.2. Applicability: for enrollments commencing from November 1, 2023.
  - 2.3.3. Package details: This Single-Weekend Immersion offers PARTICIPANTS thirteen (13) hours of focused training over a single weekend, spanning two (2) consecutive days. Each day consists of six and a half (6.5) hours of instruction, blending hands-on sessions, theoretical discussions, and various enriching activities. Tailored for students looking for a shorter immersion, this package covers just one (1) weekend per month. Owing to its concise format, the per-hour rate is slightly higher than the package of Two-Weekend Intensive.
- 2.4. Private Tutoring pricing:

- 2.4.1. For participants enrolled in one of the weekend programs (Two-Weekend Intensive or Single-Weekend Immersion):
  - 2.4.1.1. Base session: fifty euros (€50) for sixty (60) minutes.
  - 2.4.1.2. Additional duration: seven euros (€7) for every subsequent fifteen (15) minute increment.
- 2.4.2. For those not enrolled in the weekend program:
  - 2.4.2.1. Base session: seventy-five euros (€75) for ninety (90) minutes.
  - 2.4.2.2. Additional duration: ten euros (€10) for each additional fifteen (15) minute segment.
- 2.4.3. Additional information: Private Tutoring sessions are available during weekday mornings and weekend afternoons.
- 2.5. Personalized Solo Choreography pricing:
  - 2.5.1. Price: Terms are negotiable.
  - 2.5.2. Additional information: The schedule is arranged based on mutual convenience.
- 2.6. Publication: The tuition and fees for various services, as well as accompanying information, brochures, and price lists, are available on the website <https://www.siba.dance>.
- 2.7. Reservation: SIBA holds the right to withdraw from the agreement in instances of printing or calculation errors.

### **3. METHOD OF PAYMENT**

- 3.1. Payment deadlines and procedures:
  - 3.1.1. Unless otherwise agreed upon in a separate written agreement between both parties specifying different payment methods, the following terms shall apply:
  - 3.1.2. Payment for the Two-Weekend Intensive or Single-Weekend Immersion tuition is due no later than the first day of each month for that month's tuition.
  - 3.1.3. Private Tutoring: Payments are due immediately after the completion of each session.

- 3.1.4. Personalized Solo Choreography: Payments are due upon the completion of the choreographed piece. If an individual agreement is made between SIBA and the PARTICIPANT, those specific terms will prevail.
- 3.2. Acceptable Payment Methods:
  - 3.2.1. Cash payments, or
  - 3.2.2. Bank transfers.
    - 3.2.2.1. Bank account information for transfers:
      - 3.2.2.1.1. BENEFICIARY:  
**SIBA - Salzburg International Ballett Academy**
      - 3.2.2.1.2. BENEFICIARY'S BANK:  
**Salzburger Sparkasse Bank AG**
      - 3.2.2.1.3. IBAN:  
**AT702040400043393008**
      - 3.2.2.1.4. BIC/SWIFT:  
**SBGSAT2SXXX**
    - 3.2.2.2. Please ensure that all bank transfer details are filled out accurately to assist in the swift and correct allocation of your payment.
    - 3.2.2.3. Any potential bank fees or charges associated with the transfer should be borne by the sender.
- 3.3. Failure to comply with the payment deadlines or procedures may lead to potential administrative actions or service disruptions.
- 3.4. By understanding and adhering to the above payment guidelines, PARTICIPANTS ensure a smooth administrative process, allowing SIBA to focus on delivering top-tier instruction.

#### **4. CONTRACTUAL RIGHT OF REVOCATION**

- 4.1. Upon receiving the enrollment confirmation, PARTICIPANTS or their legal guardians are granted a fourteen (14)-day revocation period.
- 4.2. If PARTICIPANTS or their legal guardians wish to revoke their agreement with SIBA, they are required to:
  - 4.2.1. Download the revocation form from <https://www.siba.dance> or request it by emailing [info@siba.dance](mailto:info@siba.dance).

- 4.2.2. Complete and sign the form, then forward it to info@siba.dance.
- 4.2.3. Inform a member of SIBA's faculty of your intention.
- 4.2.4. Ensure all communication, including the submission of the signed revocation form, is completed within the fourteen (14)-day period.
- 4.3. Consequences of the revocation:
  - 4.3.1. If the agreement is revoked within the fourteen (14) days revocation period, SIBA will proceed as detailed in Article 5, titled **REFUND POLICY AND PROCEDURES**, and may issue a refund within fourteen (14) days from receiving the revocation notice.
  - 4.3.2. SIBA will use the same means of payment that the PARTICIPANTS used for the original transaction unless expressly agreed otherwise. There will be no additional fees charged for this repayment.
  - 4.3.3. If PARTICIPANTS have requested that the services begin during the revocation period, they must pay an amount corresponding to the proportion of the services already provided up until the notification point.

## 5. REFUND POLICY AND PROCEDURES

- 5.1. For Two-Weekend Intensive or Single-Weekend Immersion:
  - 5.1.1. Before the PARTICIPANT officially participates in the program:
    - 5.1.1.1. PARTICIPANTS have a fourteen (14)-day period, known as the cooling-off period, from the date of enrollment confirmation, during which they can revoke their enrollment without stating any reason.
    - 5.1.1.2. Should a PARTICIPANT revoke within this period, SIBA will:
      - 5.1.1.2.1. Promptly reimburse all payments received from the PARTICIPANT, no later than fourteen (14) days from the receipt of the revocation form.
      - 5.1.1.2.2. Process refunds using the original payment method, unless an alternative method is mutually agreed upon.
  - 5.1.2. After the PARTICIPANT officially participates in the program:
    - 5.1.2.1. Tryout period: The duration of the tryout period is determined by the PARTICIPANT's chosen package:

- 5.1.2.1.1. Those opting for the Two-Weekend Intensive will have a tryout period spanning the first two weekends, totaling four (4) days.
- 5.1.2.1.2. Those choosing the Single-Weekend Immersion will have a tryout period covering that specific weekend, totaling two (2) days.
- 5.1.2.2. If a PARTICIPANT revokes during the above-mentioned tryout period, there will be no exit fee, but the fees for these days will not be refunded.
- 5.1.2.3. As payments are made in advance, PARTICIPANTS are obligated to cover the entire month's fees upon the PROGRAM's commencement. No refunds or fee adjustments will be offered post-commencement.
- 5.1.2.4. For those with partial payment or tuition discount arrangements, the full fee becomes immediately payable upon early exit.
- 5.1.2.5. Medical withdrawals: Those exiting for verified medical reasons will be refunded, minus administrative and any incurred PROGRAM costs. A detailed medical certificate is essential.
- 5.1.2.6. PROGRAM cancellation: In the event of cancellation due to authorities or force majeure, SIBA will retain only the unused portion of the fees. Third-party expenses will not be reimbursed by SIBA.
- 5.1.2.7. If a PARTICIPANT exits the PROGRAM after the tryout period, they are required to pay an additional month's tuition as an exit fee. This fee compensates for administrative efforts, initial investments for each PARTICIPANT, resource reservations, and other associated early termination costs.
- 5.1.2.8. All PARTICIPANTS must return the revocation form to SIBA within fourteen (14) days of deciding to revoke. However, this action doesn't ensure any refund or fee reduction.
- 5.1.2.9.

- 5.2. For Private Tutoring:
  - 5.2.1. If a PARTICIPANT cancels a booked session with less than twenty-four (24) hours' notice, a cancellation fee of fifty percent (50%) of the booked session rate will apply.
  - 5.2.2. No-shows will be charged the full session rate.
- 5.3. For Personalized Solo Choreography:
  - 5.3.1. If a PARTICIPANT wishes to cancel a choreography session after it has commenced, a fee equivalent to the work already completed will be applied.
  - 5.3.2. If SIBA has not begun the choreography, a full refund of any advance paid will be provided.
- 5.4. SIBA holds the right to amend these terms as deemed necessary, with prompt communication of changes to all involved parties.

## **6. DATA PROTECTION**

- 6.1. SIBA treats all personal data with confidentiality.
- 6.2. For legal and organizational reasons, the PARTICIPANTS' personal data will be stored during application and enrollment. This data includes title, first and last name, gender, date of birth, e-mail address, nationality, telephone number, web addresses of the dance showreel, and any other data disclosed to SIBA by the applicant and PARTICIPANT.
- 6.3. The applicant and PARTICIPANT consent to the electronic processing and transmission of their disclosed data for purposes such as credit assessment or collection in compliance with data protection laws in Austria.

## **7. PHOTOGRAPHS, VIDEO AND AUDIO RECORDINGS**

- 7.1. SIBA may capture photographs and make video and audio recordings throughout the PROGRAM for archival and/or promotional purposes.
- 7.2. The PARTICIPANTS grant permission to SIBA for capturing photographs and making video and audio recordings, which can be used during the entire PROGRAM period, including but not limited to training, classes, rehearsals, public events, presentations, and performances.



- 7.3. SIBA reserves the right to publish photographs as well as video and audio recordings made by SIBA or authorized third parties for promotional purposes in printed or digital formats, including but not limited to SIBA's websites, YouTube, Vimeo, Facebook, Instagram, and TikTok public accounts. No financial, copyright, or data protection claim can be asserted from these publications.

## **8. HEALTH AND INSURANCE**

- 8.1. PARTICIPANTS with an injury that impedes full participation in the PROGRAM cannot attend. SIBA's decision in this regard is final.
- 8.2. It's obligatory for all PARTICIPANTS to have medical insurance valid in Austria. Those without appropriate insurance will not be admitted. EU citizens must possess their European Health Insurance Card (EHIC) or an e-card if residing in Austria.
- 8.3. The PARTICIPANT, or their guardian, attests to the PARTICIPANT's good health and authorizes SIBA to seek emergency treatment if no family member can be contacted. Any pertinent medical history should be communicated to SIBA in writing.

## **9. OBLIGATIONS**

- 9.1. The PROGRAM is designed for dancers committing to at least one (1) full weekend per month until the June 30, 2024 (Sunday) PROGRAM end date. Each of these weekends entails two (2) consecutive days of training, each day spanning six and a half (6.5) hours.
- 9.2. Regular and punctual attendance is essential.
- 9.3. All segments of the PROGRAM are mandatory. SIBA reserves the right to terminate the participation of any PARTICIPANT who is absent without justification. Notice of any unavoidable absences must be communicated to SIBA faculty in advance.
- 9.4. PARTICIPANTS must respect campus rules and follow instructor directives. Persistent misbehavior, despite warnings, may lead to expulsion without a refund.
- 9.5. Any changes in contact, residence, or bank details must be promptly communicated in writing.

## **10. NOTES**

- 10.1. SIBA wishes to point out that certain activities provided by SIBA and not mentioned in the PROGRAM, such as competitions, camps, and workshops, have additional guidelines that must be agreed upon prior to participation.
- 10.2. SIBA would like to emphasize that all information related to the PROGRAM, as well as the cancellation of its activities, will be announced by e-mail. It is the responsibility of the PARTICIPANT to enable the sending of e-mails (indicating the change of contact details and adjusting the spam filter settings).
- 10.3. Participation in public events, such as presentations or performances, depends on the age level, educational progress, behavior in the PROGRAM, and regular attendance. The decision is up to the faculty of SIBA.
- 10.4. Spectators are not allowed in the dance hall without the consent of the PROGRAM instructor, as they interfere with the concentration of the PARTICIPANTS.
- 10.5. All content of the activities in the PROGRAM is the intellectual property of the respective SIBA faculty and shall not be recorded, copied, transmitted, or published without the consent of the faculty.
- 10.6. If a PARTICIPANT has subscribed to the SIBA newsletter, the PARTICIPANT will receive completely non-binding further information in the form of a newsletter. This service can be canceled in writing at any time.

## **11. LIABILITY COMMITTEE**

- 11.1. SIBA shall not be held liable for any of the following:
  - 11.1.1. Injuries or damages to individuals or third parties during the PROGRAM.
  - 11.1.2. Loss of or damages to any property on or off the PROGRAM premises.
  - 11.1.3. Accidents, theft, or other damages during the PROGRAM or during travel to and from PROGRAM locations.
  - 11.1.4. Injuries or damages from the improper use of equipment by users.
  - 11.1.5. Injuries or damages caused by private activities of PARTICIPANTS or third parties on and off campus.
- 11.2. All information provided by SIBA has been compiled to the best of our knowledge. However, SIBA does not guarantee its accuracy, currency, or completeness.

## **12. COMPENSATION**

- 12.1. The PARTICIPANTS are liable for any physical or property damages they cause during their participation in the PROGRAM and are thus responsible for any associated compensation.

### **13. LAW AND JURISDICTION**

- 13.1. By enrolling in the PROGRAM, booking a course, or using other services, the PARTICIPANT agrees to the terms and conditions outlined herein. All agreements and contracts between PARTICIPANTS and SIBA are governed by the substantive laws of Austria.
- 13.2. The agreements and contracts between PARTICIPANTS and SIBA are subject to the substantive laws of Austria. The place of jurisdiction for all disputes arising from and in connection with these terms and conditions shall be the court having subject matter jurisdiction in Salzburg, Austria.

**Last Updated:** November 11, 2023