

**General Terms and Conditions
International Summer School 2019
Master classes at the University of Music and Performing Arts Munich in Bad
Reichenhall, Upper Bavaria
24 to 31 August 2019**

1. Scope

These General Terms and Conditions apply to the “International Summer School 2019, Master classes at the Hochschule für Musik und Theater München in Bad Reichenhall, Upper Bavaria”. By submitting an application, the participant accepts these General Terms and Conditions and agrees to abide by them. Subsidiary verbal agreements require the written approval of the Hochschule für Musik und Theater München. The effectiveness of the General Terms and Conditions remain unaffected in their entirety.

2. Participation

The International Summer School is aimed at professional musicians, as well as students at German and international music colleges, conservatoires and universities, and young performers who wish to prepare for auditions, competitions, recordings, exams, etc., in a focussed way. There is no age limit for participants. There is no entitlement to admission to the International Summer School. Places at the International Summer School are limited. Selection of applicants will be made by the lecturers and is irrevocable and at their own discretion.

3. Application

Application is made online and by post. The closing date for applications is 28 June 2019 (date of incoming mail). Later applications can only be considered if there are still free places. Applicants will only be deemed to be registered when an e-mail and letter have been received, and when the registration fee of 50 Euros has been transferred to the bank account of the Hochschule für Musik und Theater München.

4. Course fees

480 Euros – active participants (50 Euros payable on application)
100 Euros – passive participants (total amount payable on registration)

For students at the Hochschule für Musik und Theater München who are registered in the summer semester 2019, active participants pay the application fee of 50 Euros and a course fee of only 100 Euros. For passive participants there is no fee, but registration is obligatory. Students at the Hochschule für Musik und Theater München must present their current student ID card on acceptance for the master classes.

On acceptance, the course fees for active participants should be transferred to the bank account of the Hochschule für Musik und Theater by 24 July 2019.

5. Terms of payment

The registration fee of 50 Euros should be paid by bank transfer when applying. All fees and charges for international transfers must be borne by the participant and will not be paid by the Hochschule für Musik und Theater München. Please do note that the registration fee is not refundable even if your application for the course is not successful. Overpayment of registration and/or course fees will not be refunded automatically just upon request.

6. Withdrawal

Applications are binding. In the case of withdrawal from participation, 50 Euros will be retained as an administration fee. Withdrawal should be confirmed in writing. In the case of cancellation after acceptance before 24 July for active participants the additional participation fee will be refunded. A refund of participation fees in the case of cancellation after 24 July, will only be possible in proven cases of force majeure (e.g. illness, accident, death of family member, etc.). In this case, cancellation should be made by the beginning of the master classes at the latest. If a cancellation occurs later than this, even in the case of force majeure the full participation fee will be retained. Participation and registration fees will be refunded in full, or pro rata in the case of curtailed courses, if the International Summer School is forced to cancel a master class.

7. Confirmation of attendance

Active participants will receive a certificate confirming their participation at the end of their master class at the International Summer School. Passive participants will receive a confirmation of attendance on request.

8. Conduct in the course rooms

Participants must exercise due diligence. They undertake to abide by the relevant regulations. Any defects or shortcomings should be brought to the attention of the course directors immediately.

9. Data protection

Participants acknowledge that information given by them may be stored and used in compliance with the provisions of the German Data Protection Act.

10. Liability

Participation in the International Summer School is at your own risk. Participants are liable for any damage they may cause. The International Summer School, the Hochschule für Musik und Theater München, the Bad Reichenhaller Philharmoniker and the Bayerische Staatsbad Kur-GmbH Bad Reichenhall/Bayerisch Gmain shall not be liable for accidents, damage or lost property of any kind which occur during attendance and teaching at the Summer School. Any liability for compensation, in so far as it is not occasioned intentionally or through gross negligence, is excluded, particularly in the event that a master class has to be cancelled. Explanations and information from the course directors are made exclusively in connection with delivering the course or event; no liability claims can be derived from them. For your own protection during the course, we recommend you take out adequate insurance.

11. Severability clause

Should individual provisions of this contract be invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, this shall not affect the effectiveness of the remaining parts of the contract. In the case of invalid or unenforceable provisions, these shall be replaced by valid and enforceable regulations, the effects of which will be closest to the economic objective which the Contracting Parties have pursued with the invalid or unenforceable provision. The German Civil Code (BGB) shall serve as the basis for the substitutional regulation.

12. Governing law, place of jurisdiction

German law applies to all disputes arising out of or in connection with the business relationship. The place of jurisdiction for all disputes arising out of or in connection with the business relationship is Munich, Germany.

13. Miscellaneous

All further information on applications, etc., forms part of the General Terms and Conditions. In particular, attention is drawn to the fact that in the case of accommodation, rehearsal rooms, teaching rooms and concert rooms the terms and conditions of the respective landlord shall apply.

The German text of the General Terms and Conditions shall be legally binding.