

# CONDITIONS

General terms and conditions of La Candela (Ido Flaishon) (as of November 11, 2026) for members of the La Candela school & studio.

## 1. CONCLUSION OF CONTRACT

### 1.1. Validity of the General Terms and Conditions

These General Terms and Conditions (GTC) apply to all contracts between La Candela (Ido Flaishon) and its members of the school & studio. Members are those people who, on the basis of a membership contract, Punch Cards (Flexible Classes Packages), and single classes or Block reservations concluded with La Candela, are entitled to participate in the classes operated by La Candela in accordance with the conditions below.

### 1.2. Conclusion of contract in the studio

The contract for membership is concluded in the studio by the member's signature.

### 1.3. Online contract conclusion

When concluding a contract online via a website, the member makes a binding offer to conclude a contract by booking a class on the "Bueno App". The acceptance of the offer (and thus the conclusion of the contract) takes place through confirmation by email from La Candela.

## 2. SPECIFIC CLASS ADMISSION

### 2.1 Nontransferable admission

Purchasing a specific activity (e.g. class/course/block or any other activity in La Candela) is an admission to that specific activity only. It is not possible to switch to another activity or a similar activity on the same date.

### 2.2

A purchase of a course or a block is an admission to all classes listed for the particular activity. It is not possible to switch a single class to another activity even when it is a similar activity on another date. It is also not possible to cancel the class for any reason.

### 2.3 Class cancellation from La Candela side

In the case where a class was canceled and the student has purchased a specific class admission, the student will receive a refund, or a credit in the form of a class credit with an expiry of one year.

## 3. PUNCH CARDS / FLEXIBLE CLASSES PACKAGES

### 3.1 Punch card admission

The purchase of a Punch Card (aka Flexible Class Package) is an allowance of credits, each credit is an admission to a single class, and the number of credits is specified upon purchase.

### 3.2 Punch card credit expiry

Unused Punch card credits expire beyond the time specified upon purchase.

### 3.3 Student class cancellation

Students can cancel a class up to 12:00. In this case, the credit will be retained.

### 3.4 Late Cancellations & Non-Arrivals

Late Cancellations (beyond 12:00) & non-arrivals will be counted as admission and the credit will be lost regardless of the student's attendance.

### 3.5 Class Cancellation from La Candela side

In the event that La Candela is canceling a class, the student will retain their credit.

### 3.6 Participation is not guaranteed

Punch card credits do not guarantee a spot in specific activities limited by the number of participants and balance of dancer roles (leader & follower). The student is responsible for registering in advance for the classes before the space runs out.

### 3.7 Long-term sickness

In the event of long-term sickness (more than 3 days), the student can extend the duration of the punch card expiry date by the number of sick days given by a doctor. The extension will be given only upon an official note from a doctor.

### 3.8 Class cancellation from La Candela side

In the case where a class was canceled and the student has signed for the class with a punch card, the credit for the class will be unused.

## **4. MEMBERSHIP SUBSCRIPTION**

### 4.1 Weekly Credit Allowance

A membership subscription is an allowance of credits per calendar week (Monday to Sunday). Each credit is admission to a single class. The exact number of credits per week depends on the membership and is specified upon purchase.

### 4.2 Unused weekly credits

Credits that were not used during the week are considered lost and do not transfer to future weeks.

### 4.3 Automatically Renewed

The subscription is automatically renewed every month or 6 months based on the chosen length of the contract upon purchase. The contract renews for another period of the original duration of the contract (month / 6 months)

### 4.4 Termination of a membership

The termination of membership must be done up to 7 days before the end of the calendar month. The termination must be done in writing or electronic form (contact us at [dance-info@la-candela-salsa.de](mailto:dance-info@la-candela-salsa.de)), and specify the student's name, and the desired date to

terminate the membership.

#### 4.5 Minimum contract period

The mandatory minimum period is mentioned when purchasing the membership. Regardless of the membership period, a membership has a minimum period of one full month. Upon autorenewal, the minimum period is reset to the same mentioned period.

#### 4.6 Participation is not guaranteed

The membership subscription does not guarantee a spot in specific activities limited by the number of participants and balance of dancer roles (leader & follower). The student is responsible for registering in advance for the classes before the space runs out.

#### 4.6 Pausing the Membership

Subscriptions of 6 6-month period can be paused for up to one month from the second month of the contract. This can be done once per period of the membership. Subscriptions of the 1-month period can be paused without a limit so long as the notification is within the cancellation period, and the membership was active for at least one full month.

4.6.1 Pausing the membership will extend the period of the membership and its auto-renewal date by the number of days paused.

4.6.2 Pausing days will be selected in the form of full calendar weeks.

#### 4.7 Upgrading the membership

Upgrading the membership can always be done by writing La Candela ([dance-info@la-candela-salsa.de](mailto:dance-info@la-candela-salsa.de)). Downgrading a membership is possible only after the conclusion of the period of the contract and within the cancellation period of the membership.

#### 4.8 Membership with USC (Urban Sports Club) discount

Members of Urban Sports Club can receive a fixed monthly discount on all Memberships with the condition that four check-ins must be performed per month.

4.8.1 Check-ins to other activities offered in USC without registration in La Candela's booking system will be fully charged as a full single class retroactively.

4.8.2 Classes can be attended without a USC check-in when the member checks in 4 times in a calendar month with USC.

4.8.3 Missing USC check-ins will result in a retroactive charge for the member for the sum of 5 euros per missing check-in. La Candela reserves the right to retroactively for up to one year back.

#### 4.9 Membership with WellHub discount

Members of Urban Sports Club can receive a fixed monthly discount on all Memberships with the condition that four check-ins must be performed per month.

4.9.1 The Check-ins must be used solely for the classes offered through the membership. Taking another class through WellHub will not count into the required number of check-ins per month.

4.9.2 Classes can be attended without a WellHub check-in when the member checks in 4 times in a calendar month with WellHub.

4.8.3 Missing a WellHub check-in will result in a retroactive charge for the member for the

sum of 7.5 euros per missing check-in. La Candela reserves the right to retroactively for up to one year back.

#### 4.10 Cancellation from La Candela side

Cancellation reserves the right to cancel or pause any membership at any point.

4.10.1 In the event of cancellation in the middle of the month La Candela will compensate the member with a proportionate sum to the number of days that the membership was active.

#### 4.11 Long-term sickness

In the event of long-term sickness (lasting more than 3 days), the student can pause their membership for the number of days of sick leave specified by a doctor. The extension will be granted only upon receipt of an official note from a doctor. The period duration of the membership and auto-renewal date will be extended by the same number of days.

4.11.1 Unless the nature of the sickness prohibits notification, the notification of such sickness could count retroactively only for 2 weeks. In the case of a retroactive pause of membership, a deduction of the cost of future payments will be given.

#### 4.12 Class cancellation from La Candela side

In the case where a class was canceled and the student has signed up for the class with a membership, the credit for the class will be unused.

4.12.1 If students cannot attend other classes to make full use of their membership, they can notify La Candela in written form of their situation, and receive a single credit class with an expiry of one month.

4.12.2 La Candela may cancel up to 30% of its classes without the obligation to refund memberships.

#### 4.13 Late Cancellation or Non-Arrival Fee

In the case when a student registers for a class and does not arrive, or in the event of late cancellation (up to 12:00), a fee of 5 euros will be deducted per unattended class.

### **5. GENERAL CONDITIONS**

#### 5.1 La Candela Products

By La Candela Products, we refer to all the products that allow admission to La Candela's activities, including Specific class admission, Punch Cards (Flexible Classes Package) & Memberships.

#### 5.2 Non-transferable

All products of La Candela are personal and cannot be transferred to another person.

#### 5.3 Special events

La Candela's products do not give admission to special events that are out of the schedule. La Candela reserves the right to dictate which event falls under the special event category.

#### 5.4 Late Cancellation

Cancellation of classes within the late cancellation period (after 12:00), counts as a normal

class attendance.

### 5.5 Breach of Conduct

La Candela members are expected to be on their best behavior. La Candela reserves the right to expel students in the event that they take action that falls under the following: Violence (verbal and physical), Harassment, Sexual Harassment, Racism, Sexism, or Agism.

5.5.1 An expelled student will not be able to attend classes for the period of time dictated by La Candela.

5.5.2 No compensation will be given for the members' inability to make use of La Candela's Products. Membership will remain active until the next autorenewal date, regardless of the inability to make use of the membership.

### 5.6 School shutdown

In the case of a school shutdown (e.g "Winter Break", or for operational purposes), membership will be paused, and the punchcard expiry date will be extended to the extent of the days the school has shut down. During this period, access to La Candela classes and premises is restricted.

5.6.1 Students with a recurring payment membership shall pay only the proportionate number of days the school has been active. In the case of a sudden shutdown, the student will be credited a proportionate amount for the shutdown for the next recurring payment. In the case where no further recurring payments are made, a refund of the same amount will be issued.

5.6.2 La Candela may choose to shut down during public holidays. Memberships will not be reduced in price for these paused days, nor will punch cards increase their validity for these days.

## **6. DUTIES OF THE MEMBER**

### 6.1. Fee for regularly recurring payments

If agreed between the parties on the contract cover sheet or otherwise, the member must pay a regularly recurring training and service fee in the agreed amount.

6.2. The member must immediately inform La Candela of any changes to contract-relevant data, in particular name, address, email address, bank details, etc.

### 6.3. Consumption bans/prohibited items

Members are prohibited from smoking or consuming alcoholic beverages or narcotics in a studio. Furthermore, the member is prohibited from taking prescription drugs that are not for the member's personal and medically prescribed use, narcotic drugs and/or other substances intended to increase the member's physical performance (e.g. anabolic steroids), as well as alcoholic beverages Bring a studio. In the same way, the member is prohibited from offering, procuring, leaving or otherwise making the above-mentioned resources available to third parties in the studios, whether for a fee or free of charge.

## **7. CONTRIBUTIONS**

## 7.1. Due date of contributions

7.1.1. If a one-off contribution is agreed on the contract cover sheet, this is due on the day the contract is concluded.

7.1.2. If monthly contributions are agreed on the contract cover sheet, these contributions are due in advance on the 27th of the month that precedes the respective calendar month, unless otherwise agreed in the contract. The contribution for the first pro-rata calendar month after the conclusion of the contract is due on the day the contract is concluded.

## 7.5. Participation in the SEPA direct debit scheme

For the case of memberships, The member is obliged to take part in the SEPA direct debit scheme in order to pay the agreed contributions and fees, unless expressly agreed otherwise. Signing this contract the member gives La Candela permission to draw contributions and fees per the specified package. The member is obliged to ensure that his bank account has the required funds for debiting due contributions and fees.

## 7.6 Late payment

7.6.1. If the member is in default of payment, La Candela reserves the right to charge the member for late payment costs if these costs were culpably caused by the member. In addition to late payment interest at the statutory rate, this also includes the costs of appropriate legal action, in particular reminder and collection fees, court fees and legal fees.

7.6.2. If monthly contributions have been agreed on the contract cover sheet and the member is in arrears for more than a week after the start of a calendar month, La Candela is entitled to pause or terminate the membership & contract extraordinarily for good cause. La Candela is also entitled to bar the student from any activity, facilities, and resources in the use of La Candela. In this case, La Candela is entitled to demand further compensation in accordance with the statutory provisions.

## **8. LIABILITY OF LA CANDELA**

In the event of slight negligence, La Candela is only liable in the event of a breach of essential contractual obligations (cardinal obligations), but in these cases the amount is limited to the damages foreseeable at the time the contract was concluded and typical for the contract, in the case of personal injuries and in accordance with the Product Liability Act. Cardinal obligations are those obligations that enable the contract to be properly executed and on whose compliance the member can regularly rely. Otherwise, La Candela's pre-contractual, contractual and extra-contractual liability is limited to intent and gross negligence. The above limitations of liability also apply in the event of negligence on the part of La Candela's vicarious agents.

## **9. FINAL PROVISIONS**

### 9.1. Changes to these General Terms and Conditions

La Candela is entitled to change these General Terms and Conditions with effect for the future, with the exception of the main performance obligations. Main performance obligations are those obligations that enable the contract to be properly executed and on whose compliance the contracting parties can regularly rely. La Candela will inform the member of

the changes, give the member the opportunity to object to the changes within a reasonable period of time after notification, and particularly point out that the changes will become effective in the absence of an objection.

#### 9.2. Invalidity of individual provisions

If one or more provisions of the membership contract are or become invalid, this will not affect the validity of the contract and its other provisions.

#### 9.3. Contract language

The contract language is English.