

**Terms of Use  
for University Music at Rhine-Waal University of Applied Sciences**

**Dated  
19 March 2018**

On the legal basis of Section 2 (4), Section 3 (5) and Section 22 (1) Subsection 3 of the Higher Education Act of North Rhine-Westphalia (*Hochschulgesetz NRW*) dated 26 September 2014 (published in GV.NRW.2014, p. 547), which entered into force on 1 October 2014 and was most recently amended on 17 October 2017 (amending law published in GV.NRW.2017, p. 806), Rhine-Waal University of Applied Sciences has enacted the following regulations for the use of offers and services provided by University Music:

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## **Section 1 Right to Use**

(1) Prior authorisation is required to participate in the offers and services of University Music. Authorisation is granted through a registration process. When authorisation has been granted, a usage relationship governed by German public law is established between the User and University Music. This usage relationship is defined in detail by these Terms of Use ("Terms").

(2) The following groups of people are generally eligible to participate in the offers and services of University Music ("Users"):

- a) Students enrolled at Rhine-Waal University of Applied Sciences,
- b) Visiting students to Rhine-Waal University of Applied Sciences who are simultaneously enrolled as degree-seeking students at other universities (*Zweithörer*),
- c) Non-students registered as auditors at Rhine-Waal University of Applied Sciences (*Gasthörer*),
- d) Employees of Rhine-Waal University of Applied Sciences,
- e) Apprentices and/or trainees of Rhine-Waal University of Applied Sciences.

(3) While participating in the offers and services of University Music, Users must refrain from any and all disruptive behaviour that, in particular, disturbs others or poses a danger to life, limb, facilities or equipment. University Music shall establish, under its own authority, its own hours of operation, practice times, rules for accessing practice rooms and rules of conduct while in practice rooms or other facilities of University Music, and shall publish this information in a binding manner online on its homepage or in other suitable form.

## **Section 2 Fees**

(1) Offers and services of University Music are generally subject to fees when not explicitly exempted in paragraph (2) below. Participating in offers and services of University Music requires prior registration and authorisation in accordance with Section 3. In addition, fees must be paid in full prior to begin, except for those offers and services exempted from fees in paragraph (2). For more details, please refer to the overview of fees published by University Music.

(2) The following offers and services of University Music are provided at no charge:

- a) Participating in the Rhine-Waal choir, orchestra and ensembles,
- b) Temporarily borrowing musical instruments for use in a University Music course or an on-campus event with relevance to the University as a whole,
- c) Temporarily borrowing equipment for on-campus events with relevance to the University as a whole,
- d) Use of the practice room in building 2A,
- e) Use of instruments permanently installed throughout campus.

(3) Fees are determined by University Music under its own authority based on regularly evaluated and updated expense calculations for the offer or service in question.

- (4) Fees are subsequently fixed by the Executive Board at the suggestion of University Music.
- (5) The borrowing of instruments is regulated by a separate borrowing agreement.

### **Section 3 Registration and Authorisation**

- (1) Use of the offers and services of University Music generally requires prior registration and authorisation. The registration process is arranged by University Music under its own authority and details are published on its homepage or in other suitable form.
- (2) Only officially registered Users (with corresponding confirmation) are permitted to use the offers and services of University Music. Fees must be paid via direct debit. By registering, you grant your approval for the use of the European SEPA direct debit system. By registering, you authorise Rhine-Waal University of Applied Sciences to collect any applicable fees from your account for the booked offer or service. This authorisation can be revoked at any time. Fees are collected only after successful registration and booking of the offer or service during the semester. If the applicable fees cannot be withdrawn from your account, your registration and right to participate can be subsequently revoked and your booking cancelled. This invalidates any corresponding booking confirmations. Users will also be held liable for any additional expenses due to incorrect information or insufficient account balance.
- (3) By registering with University Music and participating in its offers and services, Users recognise the binding nature of these Terms.
- (4) For registration and authorisation purposes, University Music must collect and processes personal data (title, name, surname, address, matriculation number etc.). This personal data is accessible by University Music at any time, as well as by the University's Finance Department in specific cases where registered Users have caused damages while participating in offers and services of University Music. Data processing complies with the EU General Data Protection Regulations and relevant data privacy regulations of the state of North Rhine-Westphalia.

### **Section 4 Rules for Participation and Use**

- (1) University Music will publish details about current offers and services, as well as related deadlines and durations, on its homepage. There is no entitlement to a particular offer or service. In the event of poor attendance, University Music reserves the right to combine offers and services, or cancel them altogether.
- (2) University Music shall establish and manage, under its own authority, hours of operation, practice hours, room reservations, access to practice rooms and rules of conduct while using practice rooms, instruments or equipment, and shall publish this information on its homepage or in other suitable form.
- (3) Only registered and approved persons may access the practice rooms of University Music during official opening hours. Teachers and other authorised employees of the University are both entitled and obligated to monitor any attempts to access practice rooms and, if necessary, deny access to unauthorised persons. Registration confirmations serve as proof of authorised use. These confirmation notices must be presented upon request.

(4) University Music's rooms can be partially or temporarily closed for cleaning, maintenance or repair purposes, for events, exams or force majeure. There is no entitlement to reimbursement of fees for the necessary closure of a University Music room. Entering or using rooms outside of opening hours is not permitted.

(5) Authorisation to participate in offers or services of University Music is non-transferable.

(6) There is no entitlement to a refund of any fees paid. In exceptional cases, including long periods of absence due to illness or unexpected course cancellation, a refund of fees paid can be requested within first two weeks after course begin with suitable proof, where necessary, for example a medical certificate. If additional, non-reimbursable costs for reservations or bookings with third party providers are incurred due to a participant cancelling his or her registration or not appearing to a course, University Music is entitled to withhold the corresponding amount from the participant's registration fee.

(7) Filming or photographing instructors, supervisors or other persons partaking in offers and services of University Music is generally prohibited. Exceptions to this rule are only possible after prior consultation with University Music staff and with the explicit approval of the persons in question.

(8) Animals are generally prohibited at University Music events. Exceptions are only possible with the express consent of University Music management.

(9) Food and drink are prohibited in University Music rooms. Exceptions are only possible with the express consent of University Music management.

## **Section 5 Exclusion from Offers and Services**

(1) Instructors and supervisory staff have the right to exclude Users from the offers and services of University Music who, despite prior warnings, behave in ways that significantly jeopardise the health, safety or well-being of other Users (immediate expulsion from the premises). These cases must be reported afterwards to University Music management in writing. Other violations of these Terms may also lead to exclusion from the offers and services of University Music.

(2) Any person who repeatedly or seriously violates these Terms or the instructions of authorised personnel can be excluded temporarily or permanently, in whole or in part, from the offers and services of University Music. This applies in particular to violations that jeopardise the health and safety of others, for example misuse of practice rooms, instruments or equipment, as well as violations regarding registration and/or authorisation to use offers and services (for example: transferring an registration/authorisation to a third party). University Music management has the final say regarding decisions to exclude Users. Decisions must be justified in writing and affected Users provided with an explanation of available legal recourse.

(3) In general, decisions within the meaning of paragraphs (1) and (2) should not be made without prior notice. Users' responsibilities arising from the usage relationship remain unaffected by exclusions or expulsions. Excluded or expelled users are not entitled to any compensation for damages.

## **Section 6 Liability**

(1) University Music is excluded from all liability for theft or damages to private property while in the University Music rooms.

(2) All persons using the offers and services of University Music are liable for damages they have caused as the result of using instruments, equipment or rooms belonging to University Music, as well as for damages caused as the result of violating relevant legal provisions and the provisions contained herein. All users are obligated to take preventative steps to reduce the risk or damages to the fullest extent possible.

## **Section 7 Entry into Force and Publication**

These regulations shall enter into force on the day after their publication in the Official Notices of Rhine-Waal University of Applied Sciences.

Issued on the basis of a resolution of the Senate from 31 October 2018

Kleve, the 21<sup>st</sup> of November 2018

The President  
of Rhine-Waal University of Applied Sciences