



GENERAL TERMS AND CONDITIONS OF SALE
Philippe Kristofic - Violinist / Violist / Conductor

12/08/2026

I. GENERAL PROVISIONS

Article 1 – Provider information

These General Terms and Conditions of Sale, hereinafter referred to as the “Terms and Conditions”, are issued by:

Philippe Kristofic, Sole Proprietor

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VAT not applicable – Article 293 B of the French Code général des impôts.

Hereinafter referred to as the “Provider”.

Article 2 – Scope

These Terms and Conditions apply to individual violin and viola lessons, group music theory and musicianship classes, special offers and musical services for events.

The “Client” is the natural or legal person entering into the contract with the Provider.

The “Student” is the person receiving tuition where different from the Client.

In the event of any conflict between these Terms and Conditions and the specific terms of a contract, quotation or other expressly accepted document, the specific terms shall prevail.

The applicable version of the Terms and Conditions is the version provided to the Client when the contract is entered into, unless a subsequent updated version is brought to the Client’s attention and expressly accepted by them.

Article 3 – Formation of contracts

3.1 – Regular lessons and music theory and musicianship classes

Regular individual lessons and group music theory and musicianship classes are governed by separate contracts and invoiced separately. Their specific terms are set out in the relevant contracts.

3.2 – One-off lessons

One-off lessons may be arranged orally or in writing. The booking becomes final upon written confirmation by the Client.

Where the message sent to the Client states that confirmation constitutes acceptance of these Terms and Conditions, the Client's positive reply constitutes acceptance of both the service and the Terms and Conditions.

3.3 – Musical services for events

Musical services for events are subject to a quotation and are governed by the provisions of Part IV.

Article 4 – Prices, special offers, invoicing and payment

The applicable prices are those communicated to the Client before they commit to the service.

The Provider may offer special commercial offers, the terms of which are communicated before booking or purchase. Such offers may in particular include a discount on a subsequent service.

Services may be invoiced individually or periodically.

Unless a different due date is specified in these Terms and Conditions, the contract, the quotation or the invoice, all invoices must be paid within ten (10) calendar days of receipt by the Client.

Accepted payment methods are stated in the contract, quotation or invoice.

Article 5 – Late or non-payment

5.1 – Consumer Clients

In accordance with Articles 1344 and 1231-5 of the French Civil Code, the due date stated on the invoice constitutes formal notice to pay. Any amount remaining unpaid after the due date is subject to a contractual penalty equal to twenty percent (20%) of

the outstanding amount. The Provider may suspend future services until all amounts due have been paid in full.

5.2 – Professional Clients

In accordance with Article L.441-10 of the French Commercial Code, late payment automatically gives rise to interest calculated at the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, together with the statutory fixed recovery charge of forty euros (€40) provided for by Article D.441-5 of the French Commercial Code.

Article 6 – Liability and damage

Each party is liable for damage caused to the other party or their property through fault, negligence or carelessness.

The Client or legal representative is also liable, in accordance with applicable law, for damage caused by persons for whom they are legally responsible.

The absence of insurance does not release the person responsible from their obligation to compensate for the damage. Such compensation may include repair of the damaged item or, where repair is impossible or unreasonable, replacement with an item of equivalent value.

Article 7 – Force majeure

In accordance with Article 1218 of the French Civil Code, force majeure is an event beyond the control of the affected party which could not reasonably have been foreseen when the contract was entered into, whose effects cannot be avoided by appropriate measures, and which prevents performance of the obligation.

Ordinary domestic, personal, family or professional circumstances do not in themselves constitute force majeure where their effects can reasonably be avoided through alternative arrangements.

Article 8 – Right of withdrawal

8.1 – Period and exercise

Where a contract is entered into at a distance or off-premises and no statutory exception applies, a consumer Client has, in accordance with Article L.221-18 of the French Consumer Code, fourteen (14) days from the date of conclusion of the contract to withdraw.

Withdrawal may be exercised using the model withdrawal form provided to the Client, by any unambiguous statement or, for distance contracts concluded through an online interface, through the dedicated functionality available on the Provider's website in accordance with Article L.221-21.

8.2 – Early commencement

Where the Client wishes a paid service to begin before the end of the fourteen (14)-day withdrawal period, the Provider obtains the Client's express request in accordance with Article L.221-25 of the French Consumer Code.

Written confirmation of a booking may constitute such a request where the Client has been informed that the service will take place before the withdrawal period expires and acknowledges that the right of withdrawal will be lost once the service has been fully performed.

Where the Client withdraws after early performance has begun, the services already provided remain payable on a proportional basis.

8.3 – Exceptions

In accordance with Article L.221-28 of the French Consumer Code, the right of withdrawal ceases in particular once a service has been fully performed where performance began with the Client's express agreement and prior acknowledgement of the loss of the right of withdrawal.

The same Article also provides an exception for certain leisure activities supplied on a specific date or during a specific period. Where an event service falls within this exception, this is specified in the quotation.

Article 9 – Photographs, videos, personal data and camera

9.1 – Content created by the Client

Any public distribution or commercial use by the Client of content in which the Provider is visually or audibly identifiable, even where appearing only incidentally, is subject to the Provider's prior approval.

Where publication is authorised, Philippe Kristofic must be credited and, where the platform allows it, his professional account must be tagged.

The Provider may request removal of content published in breach of these provisions.

9.2 – Content created by the Provider

Use by the Provider, for professional communication purposes, of photographs or videos in which a Client or Student can be identified is subject to the consent provided for in the relevant contract.

For a minor Student, such consent is given by their legal representative.

9.3 – Personal data

Personal data is processed for the management, performance and invoicing of services and for compliance with legal obligations. Further details are set out in the Provider's Privacy Policy.

9.4 – Camera

Premises in which lessons are provided at the Provider's home may be equipped with a camera for security purposes, for documenting incidents or damage and for preserving evidence.

Recordings are retained for a maximum period of one (1) month. In the event of an incident, the relevant footage may be extracted and retained for as long as necessary to deal with the incident or any related proceedings.

Article 10 – Complaints, mediation and applicable law

Any complaint must first be submitted in writing to the Provider using the contact details communicated to the Client or available on the Provider's website.

Where a complaint has not resulted in a satisfactory resolution, a consumer Client may refer the matter free of charge to:

CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice
49 rue de Ponthieu, 75008 Paris – France
Telephone: 01 89 47 00 14
Website: www.cm2c.net

These Terms and Conditions are governed by French law, without depriving a consumer Client of any mandatory protections that may apply to them. If no amicable resolution or mediation is reached, the legally competent courts may be seized.

II. INDIVIDUAL VIOLIN AND VIOLA LESSONS

Article 11 – Organisation of lessons

The specific terms of the service are set out in the individual lesson contract.

Where the lesson takes place at the Student's home, the booked time begins when the Provider enters the home at the agreed time and ends when the Provider leaves. It includes all time spent on the premises, not only teaching time.

Where the lesson takes place at the Provider's home, the booked time runs from the agreed start time to the agreed end time. Early entry or a later departure may be authorised in advance without changing the duration of the lesson.

Article 12 – Absences, cancellations, lateness and make-up lessons

12.1 – Cancellations by the Client

Any cancellation must be communicated to the Provider at least seventy-two (72) hours before the lesson.

Outside official school holidays, the Client may cancel up to three (3) lessons without charge during any rolling period of eight (8) weeks, provided this notice period is respected. Beyond this limit, the lesson remains payable unless otherwise provided by these Terms and Conditions or agreed by the Provider.

A cancellation attributable to the Client does not create any entitlement to a make-up lesson.

12.2 – School holidays

During the official school holidays applicable at the usual place where the service is provided — the relevant academic calendar in France, cantonal or local calendar in Switzerland, or calendar of the relevant German Land — the Client may cancel without charge by giving seventy-two (72) hours' notice.

Such absences are not counted towards the limit provided for in Article 12.1.

12.3 – Extended absence

Any absence covering three (3) or more consecutive lessons outside official school holidays must be announced at least three (3) weeks in advance and is subject to the Provider's approval.

One (1) extended absence without charge may be granted at most once in any six (6)-month period, unless otherwise agreed.

12.4 – Illness, hospitalisation and bereavement

A late absence due to illness reasonably preventing attendance, hospitalisation, or the death of a close person requiring the presence of the Student or Client is not charged.

The Provider may request appropriate supporting evidence. Medical evidence need not state the diagnosis. If requested evidence is not provided, the ordinary cancellation rules apply.

12.5 – Student lateness

Lateness by the Student does not extend the scheduled end time.

After fifteen (15) minutes of lateness without prior notice, the Provider may treat the lesson as cancelled; the lesson remains payable in full.

12.6 – Cancellation or lateness by the Provider

Where a lesson is cancelled by the Provider, it is either rescheduled by mutual agreement or not charged.

Where the Provider is late, the lost time is made up during the same lesson or across one or more subsequent lessons. The lesson remains invoiced according to its contractual duration. Any time still owed at the end of the contract is credited or refunded proportionally.

If the Provider is more than fifteen (15) minutes late, the Client may choose not to take the lesson without charge.

Article 13 – Physical contact, conduct and safety

13.1 – Physical contact

Violin and viola teaching may require physical corrections to posture or positioning.

The Provider may in particular guide or reposition the fingers, hands, wrists, arms, shoulders, head, neck or nape, as well as the Student's overall posture, the instrument or the bow.

All contact is for teaching purposes and remains professional, justified and proportionate. The Student may raise any discomfort or, where possible, request another method of correction.

13.2 – Conduct and safety

Serious breaches include, in particular, violence, threats, insults, intimidation, harassment, sexual or clearly inappropriate behaviour, deliberate damage, dangerous behaviour, or serious interference with a person's safety, dignity or integrity.

Article 14 – “Services à la Personne”, travel charges and “Avance immédiate du crédit d'impôt”

14.1 – “Services à la Personne”

Individual violin and viola lessons provided at the Student’s home in France may qualify as “Services à la Personne” where the statutory conditions are met. Home tuition is among the activities listed in Article D.7231-1 of the French Labour Code.

This scheme applies exclusively to eligible services performed in France. Services provided at the Provider’s home, group services and services performed outside France do not fall within this scheme.

Services falling within the “Services à la Personne” scheme are invoiced in accordance with Article D.7233-1 of the French Labour Code.

14.2 – Travel charges

Travel charges are calculated using the reference distance between the business address and the place where the service is provided, regardless of the route actually travelled by the Provider immediately before or after the lesson.

The applicable rate is stated in the contract or booking confirmation.

14.3 – Tax credit and “Avance immédiate du crédit d’impôt”

Eligibility for the tax credit remains subject to the statutory conditions applicable to the Client and concerns only eligible services performed in France.

Where the service is offered and available, the Client may request the “Avance immédiate du crédit d’impôt”. Its use is optional.

Article 15 – One-off lessons

One-off lessons are intended for occasional or temporary needs and do not create any entitlement to a regular time slot.

Unless otherwise agreed by the Provider, the same Student may receive a maximum of ten (10) one-off lessons during any rolling twelve (12)-month period. A greater number may be accepted where the lessons are concentrated within a short period or meet a specific temporary need.

Where requests become regular in nature, the Provider may make further lessons conditional upon entering into a regular lesson contract.

Cancellation less than seventy-two (72) hours before a one-off lesson results in the lesson being charged in full, unless an exception under these Terms and Conditions applies.

Article 16 – Termination of regular lessons

16.1 – Ordinary termination

Either party may terminate the contract subject to the notice period specified in the individual lesson contract.

Termination must be given in writing and the notice period runs from receipt.

16.2 – Absences during the notice period

If no lesson is cancelled due to official school holidays during the notice period, the Client may cancel without charge no more than twenty-five percent (25%) of the lessons scheduled during that period, rounded down to the nearest whole number and subject to seventy-two (72) hours' notice.

If at least one lesson is cancelled due to official school holidays, no additional personal absence may be deducted.

The provisions relating to illness, hospitalisation, bereavement and force majeure remain applicable. An extended personal absence may not cancel out all or part of the notice period.

16.3 – Serious breach

A sufficiently serious breach may justify termination of the contract in accordance with Articles 1224 and 1226 of the French Civil Code. Except in urgent circumstances, the defaulting party is first formally required to remedy the breach within a reasonable period.

16.4 – Change of residence

A foreseeable change of residence remains subject to the ordinary notice period.

A sudden and reasonably unforeseeable change of residence making continued lessons materially impossible may justify an adjustment to the notice period.

III. GROUP MUSIC THEORY AND MUSICIANSHIP CLASSES

Article 17 – Enrolment and organisation

17.1 – Enrolment and package

Enrolment is for a package covering the period specified in the contract and not for the separate purchase of individual sessions.

Payment in quarterly instalments is merely a payment facility.

Where a Student joins after the start of a term, the first instalment may be calculated pro rata according to the number of sessions remaining.

17.2 – Internal or external Student

An Internal Student is a Student who, on the relevant payment due date, has an active individual violin or viola lesson contract with the Provider. Any other Student is an External Student.

The Student's status and corresponding rate may be reassessed at each quarterly due date.

Article 18 – Payment

Where payment is made quarterly, each instalment must be paid no later than ten (10) calendar days after the first session of the relevant term.

Where enrolment takes place during a term, this period starts from the first session following enrolment.

If payment is not made within the applicable period, the Provider may suspend access to classes until payment is received. Sessions missed for this reason remain included in the package.

Article 19 – Absences, cancellations and alternative arrangements

A Student's absence does not give rise to any refund, credit or make-up session.

Where a session is cancelled by the Provider, it may be rescheduled or an alternative arrangement may be offered.

If no replacement session is ultimately provided, its value is deducted from a subsequent instalment or, where no subsequent instalment remains, refunded.

Article 20 – Minimum enrolment and continuation of the group

The contract may specify a minimum number of Students required for the group to continue.

Where this minimum is no longer met, the Provider may discontinue the group from the following term, provided the Client is informed at least fourteen (14) days before it begins.

A term that has already begun is completed unless force majeure applies. Any amount already paid for a cancelled future term is refunded.

Article 21 – Discipline, suspension and exclusion

In the event of disruptive behaviour, the Provider may issue one or more warnings, communicated to the Client or, where the Student is a minor, to their legal representative.

After at least one warning, the Provider may impose one or more suspensions from a session. Any suspension must be notified at least seven (7) calendar days before the relevant session, which remains included in the package.

A maximum of three (3) suspensions may be imposed during the same enrolment year. After three suspensions, any further situation that would otherwise have justified suspension may result in permanent exclusion, effective upon notification.

In the event of particularly serious or dangerous behaviour, suspension or permanent exclusion may take effect immediately without prior warning.

In the event of permanent exclusion, sessions already provided and sessions subject to disciplinary suspension remain payable. Amounts corresponding to future sessions are refunded or credited on a pro rata basis.

IV. MUSICAL SERVICES FOR EVENTS

Article 22 – Estimate and quotation

Any estimate provided before a quotation is indicative and constitutes neither a commitment nor a reservation.

Unless otherwise stated, a quotation remains valid for seven (7) days from its date of issue.

Article 23 – Booking, deposit and payment

The booking becomes final once the quotation has been accepted and a deposit of fifty percent (50%) has been received.

Until both conditions have been fulfilled, the Provider remains free to accept another booking for the same date.

The amount paid constitutes an “acompte” and not “arrhes” within the meaning of French law.

The balance and any additional charges are invoiced after the service has been performed.

Article 24 – Cancellation and rescheduling

24.1 – Cancellation by the Client

Except where a statutory right of withdrawal, force majeure or a contrary agreement applies, final cancellation by the Client results in the Provider retaining the fifty percent (50%) deposit, with no balance becoming due, subject to any separate services or costs already incurred and provided for in the quotation.

24.2 – Cancellation by the Provider

Where the Provider cancels without force majeure and no replacement arrangement accepted by the Client and actually implemented allows the service to be performed, all amounts paid are refunded.

A consumer Client also receives compensation equal to the amount of the deposit in accordance with Article R.212-2, 2° of the French Consumer Code.

24.3 – Rescheduling

Any rescheduling is subject to the Provider's availability and agreement.

Each accepted rescheduling is subject to a fixed fee of thirty euros (€30) for a service involving one musician and sixty euros (€60) for a service involving several musicians, regardless of their number.

If the new date is unavailable, the original booking remains in force. Abandoning the original date is treated as a cancellation.

Article 25 – Repertoire and preparation

One (1) specific piece request per fifteen (15) minutes of musical performance is included in the price.

All requests remain subject to technical and artistic feasibility, availability of the necessary materials, available preparation time and a reasonable workload. Additional requests may be accepted and may incur an additional charge.

Less than six (6) weeks before the event, any new request or modification may be refused or subject to an additional charge. A service booked within this period may also be subject to a surcharge stated in the quotation.

Less than three (3) weeks before the event, the Provider may compile all or part of the programme from existing repertoire and does not guarantee that a specific request can be included.

Article 26 – Times, duration and extension

Unless otherwise stated, any reduction in the duration of attendance or performance requested by the Client or resulting from the course of the event, where not attributable to the Provider, does not result in any reduction of the agreed price.

A delay in the running of the event does not automatically extend the scheduled finishing time.

Where the artists are able to remain longer, a maximum grace period of fifteen (15) minutes may be granted without additional charge. Beyond this period, any additional attendance, whether waiting time or musical performance, may be charged in commenced blocks of fifteen (15) minutes according to the terms communicated to the Client.

Where the artists are unable to remain longer, they may leave at the originally agreed finishing time.

Article 27 – Venue requirements, travel and accommodation

27.1 – Space and safety

The Client must provide the artists with a dedicated, suitable, accessible and sufficiently protected area allowing setup and performance without risk to the artists, guests, instruments or equipment.

The Client must provide any agreed or necessary facilities, including electrical power, lighting, chairs and, where applicable, a stage, platform, marquee or other suitable shelter.

The area must be sufficiently protected from weather conditions, excessive movement of guests, food, drinks and any other situation likely to present a risk.

Where these requirements are not met, the Provider may suspend or refuse the service until suitable conditions are provided. Where performance is impossible because the Client has failed to meet these obligations, the agreed price remains payable.

27.2 – Travel

Travel charges are stated in the quotation.

Necessary parking or toll charges may be invoiced additionally where the Client has been informed that such charges may apply.

27.3 – Accommodation

Where accommodation is necessary, its cost is borne by the Client and the arrangements are agreed in advance.

Article 28 – Services involving multiple artists

Where several artists are involved, the contractual and remuneration arrangements are determined according to the legal structure applicable to the service.

A production company or other lawful arrangement may in particular be used to contract with the Client and remunerate the artists.

An artist acts as an independent service provider only where their legal status permits this mode of work.