

General Business Terms (GBT) of the Volkshochschule Wiesbaden e.V.

§ 1 General Information

(1) All persons who register for one of the events or courses of the Volkshochschule Wiesbaden e.V., hereinafter referred to as VHS, recognise the General Business Terms and the applicable house rules of the respective venues.

(2) These General Business Terms shall apply to all events and courses of the VHS, also to those which are carried out by way of electronic data transmission.

(3) Study trips and excursions which feature a third party as organiser and contractual partner are not events of the VHS. The VHS only appears as mediator in this case.

(4) Legally binding declarations (e. g. registrations and terminations) require, insofar as not otherwise derived from these General Business Terms, a written form or an equivalent form in terms of communications technology (fax, e-mail, homepage of the VHS). Declarations of the VHS satisfy the written form if a non-signed form confirmation is used.

§ 2 Registration and conclusion of contract

(1) The announcement of events and courses is non-binding.

(2) The registration is an offer for a contract. The person submitting the registration must provide all information which is required for processing the contract. The event or course contract is concluded through the acceptance declaration of the VHS (confirmation of registration). The confirmation of registration serves as a participation certificate and is to be brought to the events and courses.

(3) Insofar as a third party (employer, official authority, etc.) pays for the fee and the special costs it is necessary to submit a written cost assumption declaration. Par. 2 applies accordingly.

(4) Notwithstanding § 1 Par. 4 oral registrations or registrations by telephone are binding if they are accepted in writing by the VHS.

(5) Contractual rights and duties are established between the VHS as organiser and the party submitting the registration when the event or course contract is concluded.

(6) The VHS may stipulate that the participation is dependent on personal and / or factual pre-requisites.

§ 3 Fees and payment

(1) The event or course fee is derived from the actual announcements of the VHS when the registration is received. The registration obligates – irrespective of the actual participation – to payment of the fee and the special costs as stated.

(2) The participant fee and the special costs shall be due and payable in full on the date upon which the event or course begins.

(3) Payment by instalments is principally only possible with events and courses which are featured separately in the programme with the remark “instalment payment“. The participant shall be notified of the due dates for the individual instalments when submitting the registration. In case of default with two successive instalments or a total amount, which corresponds with two instalments, the total residual amount will be deemed due and payable immediately.

§ 4 Individual-related fee reduction

(1) We grant the following fee reductions:

- 50% fee reduction against submission of the Family-Card (Familienkarte) of the Capital City of Wiesbaden,
- 20% fee reduction for students, people liable for compulsory military or community service, apprentices, holders of the honorary post card in Hesse and severely handicapped persons.

The fee reduction will be granted against submission of corresponding actual proof.

- 20% fee reduction owing to the receipt of social security or unemployment shall be granted against submission of corresponding actual proof, which is no older than 3 months.

No reductions are granted for study trips, examination fees and material costs.
Non reducible courses/events are especially marked.

(2) The entitlement to a reduction and its factual prerequisites must be asserted and proven when registering for an event or course, no later however than one workday before the event or course begins. The full fee will be due should the proof for a reduction not have been submitted or not be approved.

§ 5 Organisational changes

(1) There is no entitlement for a/n course/event to be carried out by a certain teacher. This shall also apply if the course/event was announced with the name of a teacher.

(2) The VHS can change the time and venue of the event/course for relevant reasons.

(3) If a course unit has to be cancelled (for example owing to the illness of a teacher) it can be repeated at a later date. However, there is no entitlement to a substitute date.

§ 6 Cancellation and termination by the VHS

(1) A minimum number of participants is required for an event to take place at the announced fee. If this minimum number is not reached the VHS can cancel the contract. Paid fees will be reimbursed. The participants are not entitled to any further claims. If the VHS intends to carry out a/n course/event despite the minimum number of participants not being reached the duration of the event will either be reduced for the same fee by mutual agreement with the participants or a fee surcharge is to be paid.

(2) The VHS can further cancel or terminate the contract if a/n course/event cannot take place either in full or in part for reasons for which the VHS is not responsible. In this case the participant must pay the fee for the teaching units which have already taken place pro rata.

(3) Fees will not be reimbursed if an event has to be cancelled by the VHS for reasons of force majeure.

(4) The VHS can terminate the contract without notice for an important reason in the cases of § 314 BGB [German Civil Code]. An important reason exists in particular in the following cases:

- Conduct which disturbs the communal nature of events despite a prior warning and a threat of termination, in particular disturbance of the information and event operation through noise, sound or smell interferences or through grumbling or quarrelsome behaviour; no prior warning is required in case of particularly serious misconduct,
- Insults of all kinds towards the course instructor, towards participants or employees of the VHS,
- Discrimination of persons for reasons of their race or owing to their ethnical origin, sex, religion or ideology, a disability, age or sexual identity,
- Improper use of the events for party political or ideological purposes or for agitations of all kinds,
- Violations of the house rules.
- Instead of a termination the VHS can also exclude the participant from an event. The fee entitlement of the VHS is not affected by such a termination or through exclusion.

§ 7 Termination and revocation by the participant

(1) The payment obligation shall cease to apply in case a registration is cancelled up to 10 days before the event or course starts. Already paid fees and special costs will be reimbursed in full.

(2) In case a registration is cancelled later up to one workday before the event or course starts a cancellation charge in the amount of 30% of the fee, at least however 10 € will be charged. Fees of less than € 10 will be due and payable in full. Special costs shall be paid in full.

(3) There will be no entitlement to reimbursement of the fee and the special costs from the date upon which the event or course starts. This shall also apply in case of illness and with changes to the personal or professional circumstances of the participant.

(4) A possible statutory right of revocation (e.g. in case of distance selling business) remains unaffected.

(5) The participant can further terminate the contract if the continued participation in the event is deemed unreasonable owing to organisational changes according to § 5 Par.2. In this case the participant must pay the pro rata fee for the teaching units which have already taken place.

(6) The termination or the revocation must be made in a text form (e.g. letter, fax, e-mail). Decisive for the timely dispatch with letters is the date of the postal stamp. If this is not available or if it cannot be identified the receipt stamp at the VHS minus two workdays will be assumed. The termination or the revocation will be confirmed by the VHS in writing. Cancellations by telephone are not possible.

(7) Reimbursements can as a rule only be made cashless.

§ 8 Change of registration

(1) A change of registration from one course to another comparable course in the current programme can only be made before the course begins and with the consent of the VHS. Already paid fees and special costs will be offset.

(2) A flat rate processing fee in the amount of 5 € will be charged for each change of registration within 10 days before the course begins. There is no entitlement to change a registration from the date upon which the course begins.

§ 9 Attendance certificates

The participation in an event or course can be certified upon request under the pre-requisite of regular attendance. The issue of an attendance certificate in addition to this is possible and binding until no later than two years after expiry of the year, in which the event or course finished.

§ 10 Copyright protection

(1) Taking photographs, filming and recordings on sound carriers is principally not permitted at the events or in the courses. Any teaching materials which are distributed may not be reproduced or used for commercial reasons without obtaining the prior consent of the VHS.

(2) Each participant in IT courses must pay attention that according to copyright law the copying and forwarding of the software which is made available for teaching purposes are not permitted.

§ 11 Data protection

The Volkshochschule Wisbaden e.V. is subject to the regulations of the data protection law in Hesse in the respective applicable version. The VHS uses automated data processing for the purposes of managing the events and courses. The following data are recorded with the registration: last name, first name, address, age, sex, telephone number, course number, semester, course title and fee, in the event of a direct debit mandate the bank details. For statistical purposes the allocation into age groups, the details of male/female are further processed anonymously. The last name, first name, bank details, fee and course number are sent to the house bank of the VHS for the purpose of the bank collection procedure. With their on the registration card the participants agree with the processing of the data. Reference is made to the relevant provisions under data protection law.

§ 12 Liability

(1) Claims for damages of the contractual partner or the participant against the VHS are excluded with the exception of wilful intent and gross negligence.

(2) The exclusion according to Par. 1 shall further not apply if the VHS culpably breaches duties which account for the essential nature of the contract (cardinal duties), further not in the case of a culpable injury to the life, body or health of the participant.

§ 13 Educational leave, study trips, examinations and long-term courses

Special terms and conditions shall apply to educational leave, examinations, long-term courses and the trips within Germany and overseas which are carried out by the VHS.

§ 14 Final provisions

(1) The right to offset against claims of the VHS is excluded unless the counter-claim is determined by a court or has been acknowledged by the VHS.

(2) Claims against the VHS are not transferable.

(3) Should individual provisions of the General Business Terms be null and void either in full or in part, this shall have no effect on the validity of the other contractual parts. Deviating negotiated agreements are only valid if they have been agreed in writing. This shall also apply to an agreement which includes a waiver of the written form.

(3) The General Business Terms for the Volkshochschule Wiesbaden e.V. shall come into force on the day after the official publication. They shall apply for the first time to all events and courses, which begin from 01.12.2009. All previous business terms shall cease to apply at this time.

(With the resolution of 20.11.2009 the board of the Volkshochschule Wiesbaden e.V. passed the following General Business Terms of the Volkshochschule Wiesbaden e.V. (Adult Education Centre)