

General Terms and Conditions of the Volkshochschule Wiesbaden e.V.
(as at 04.05.2014)

§1
General

1. Persons enrolling for a course at the Volkshochschule Wiesbaden e.V. (Adult Education Centre), in the following referred to as VHS, thereby accept the General Terms and Conditions and the current house rules of the relevant course venue.
2. These General Terms and Conditions apply to all courses offered by the VHS, including those which are carried out by means of electronic data transmission.
3. Study tours and trips, and excursions, for which a third party is named as organizer and contract partner, are not courses offered by the VHS. In these cases the VHS acts only as an agent.
4. Legal statements of contract (e.g. enrolments and cancellations) , in so far as no other provision is made in these General Terms and Conditions, must be made in writing, or in an equivalent electronic form (fax, email). Legal statements made by the VHS suffice when an unsigned written confirmation form is used.

§2
Enrolment and Formation of Contract

1. The publication of courses offered is non-binding.
2. Enrolment is an offer to enter into a contract. The person enrolling has in doing so to give all information necessary for completion of the contract. The contract for the course becomes effective through the statement of acceptance by the VHS (confirmation of enrolment). The confirmation of enrolment serves as participant ID and must be brought to the courses.
3. In so far as the course fee and any additional charges are paid by a third party (e.g. employer, public authority), it is necessary to provide a written statement from them confirming this. Paragraph 2 is still applicable.
4. Notwithstanding paragraph 1 clause 4, enrolments made orally or by telephone are binding when they are accepted in writing by the VHS.
5. On completion of the contract for the course, contractual rights and obligations between the VHS as organizer and the person or persons enrolled are created.

6. The VHS is permitted to make participation dependant on personal and / or material conditions.

§3 Fees

1. Course fees are calculated according to the rates currently published by the VHS at the time of receipt of the enrolment. Enrolment commits the participant to payment of the published fee and any additional charges, irrespective of actual participation.
2. The participant's fees and any additional charges become payable in full on the first day of the course.
3. For unpaid direct debits, an administrative charge of € 5 per course will be made.
4. Payment in instalments is only possible in the case of courses which are published in the programme with a note stating "instalment payment". The due dates of payment for the individual instalments will be made known at the time of enrolment. In the event of non-payment of two consecutive instalments, or a total amount equivalent to two instalments, the total remaining balance will become payable immediately.

§4 Individual Fee Reductions

1. We are able to grant the following reductions in fees:
50% on production of a valid family card (Familienkarte) issued by the City of Wiesbaden.
20% for school pupils, students, persons on military or federal volunteer service, participants in a voluntary year of social service, apprentices, holders of an honorary worker's card (Ehrenamtskarte), holders of a youth leader card (Juleica), and severely disabled persons. The reduction will be granted on production of relevant and valid documentary evidence.
20% for those in receipt of social welfare benefits, and for the unemployed, on production of documentary evidence which is not more than 3 months old.
Separate conditions apply to reductions on lectures.
No reductions can be granted for study tours and trips, round trips, sightseeing trips, examination fees and costs for materials. In addition to this, courses for which no reduction can be granted are marked as such.

2. Application for a reduction, and production of documentary evidence of fulfilment of the conditions for it, has to be made at the time of enrolment, or at the latest one working day before the beginning of the course. Should the documentary evidence not be available or be unacceptable, then the full fee will be payable.

§5

Organizational changes

1. No requirement exists for a course to be carried out by a particular teacher. This also applies when the course has been published with the name of a teacher.
2. The VHS may change the time and venue of the course if there is good reason for doing so.
3. If a part of a course has to be cancelled (for instance, due to the teacher becoming ill), then it may be made up subsequently.

§6

Withdrawal and Cancellation by the VHS

1. In order for a course to take place for the published fee, a minimum number of participants is necessary. If this minimum number cannot be reached, the VHS has the right to withdraw from the contract. Any fees paid will be refunded. No further claims by the participants can be considered. Should the VHS wish to run a course although the minimum number of participants has not been reached, then an agreement will be made with the participants, either to retain the same fee and shorten the duration of the course, or else for an increased fee to be paid.
2. Furthermore, the VHS may withdraw from or cancel a contract if the whole or a part of a course cannot take place due to reasons for which the VHS is not responsible. In this case, the participant has to pay the proportion of the fee due for the classes which have already taken place.
3. Fees will not be refunded if a course has to be cancelled by the VHS due to reasons beyond their control (acts of god).
4. The VHS may terminate the contract without notice for good reason in cases which fall under §314 of the German Civil Code (BGB). Good reason exists in the following cases in particular:
 - Antisocial behavior in a course, despite foregoing caution and threat of cancellation, in particular, disruption of the organization and running of the course through unacceptable noise, sounds, or smell,

or through querulous behaviour; in particularly serious cases of inappropriate behavior, no foregoing caution is required.

- offensive behaviour of any kind towards the teacher, other participants, or employees of the VHS.
- discrimination against persons on the grounds of race, ethnic origin, sex, religion or ideology, disability, age, or sexual orientation.
- misuse of the course for party-political or ideological purposes, or for agitation of any kind.
- breaches of the house rules.

Instead of terminating the contract, the VHS may also exclude the participant in question from the course. The right of the VHS to payment is not affected by such a termination of contract, or by exclusion of the participant from the course.

§7

Termination of Contract and Cancellation by the Participant

1. Obligation to pay ceases in the case of cancellation no later than 11 working days before the beginning of the course. Any fees and additional charges already paid will be refunded in full.
2. If cancellation takes place during the period from the 10th to the 4th working day before the beginning of the course, a cancellation fee to the amount of 30% of the course fee will be imposed, with a minimum cancellation fee of 5 euro. Any additional charges have to be paid in full.
3. If cancellation takes place on or after the 3rd working day before the beginning of the course, then the course fee and any additional charges are payable in full. This also applies in the case of illness of the participant, or changes in their personal or professional situation.
4. Any legal right to cancellation (e.g. in the case of courses booked by phone, fax, email, etc) remains unaffected.
5. In addition, the participant may terminate the contract if further participation becomes unreasonably difficult because of organizational changes under §5, clause 2. In such cases, the participant has to pay the proportion of the fee due for classes which have already taken place.
6. Termination or cancellation must be made in writing (e.g. letter, fax, email). In the case of letters, punctual dispatch is determined by the date of the postmark. If there is no postmark, or the postmark is illegible, then a dispatch date two working days before the date on the VHS receipt stamp will be assumed. Termination or cancellation will be confirmed by the VHS in writing on request. It is not possible to cancel by telephone.
7. Refunds cannot be made in cash.

§8

Change of Course

1. A change from one course into another equivalent course is only possible before the beginning of the course and with the agreement of the VHS. Any fees and additional charges already paid will be transferred to pay for the new course.
2. An administrative charge of 5 euro will be imposed for every change of course made within the last 10 days before it begins. No right to change of course exists on or after the day it begins.

§9

Certification of Attendance

1. Participation in a course can be certified on request, on condition that attendance has been regular (minimum 80%). Furthermore, the obligation to issue a certification of attendance continues at the latest up to two years after the end of the year in which the course finished.

§10

Copyright

1. Photography, filming and audio recording are not permitted in the courses under any circumstances. Any course material handed out may not be copied or used for commercial purposes without the prior permission of the VHS.
2. Participants in computer courses must comply with copyright law, according to which copying and distribution of software which has been provided for learning purposes are forbidden.

§11

Data Protection

The VHS is subject to the regulations laid down in the current version of the Federal Data Protection Act (Bundesdatenschutzgesetz). The VHS uses automated data processing for the purpose of administration of the courses. This requires recording the following data during enrolment: surname, first name, address, email address, age, sex, nationality, telephone number, course number, semester, course title, course fee, and in the case of payment by direct debit, bank account details. For statistical purposes, separation into age groups, and the information

male / female, is further processed anonymously. For the purpose of the direct debit procedure, surname, first name, bank account details, course fee and course number are transmitted to the bank of the VHS. With enrolment, participants agree to processing of the data. Attention is drawn to the relevant data protection regulations.

§12 Liability

1. No claims for compensation may be brought against the VHS, either by the contract partner, or by the participant, except in the case of deliberate intent or gross negligence.
2. Furthermore, the exclusion of compensation claims under clause 1 does not apply in the event of breach of obligations on the part of the VHS, when these constitute the character of the contract (cardinal obligations), or in the event of culpable injury to the life, body or health of the participant.

§13 Educational Leave (Bildungsurlaub), Study Tours / Trips, Examinations and Long-term Courses

Special conditions apply to educational leave (Bildungsurlaub), examinations, long-term courses, and study tours / trips carried out by the VHS both in Germany and abroad.

§14 Final Provisions

1. There is no right to offset a claim against the claims of the VHS, unless the counter-claim has been established by court or has been accepted by the VHS.
2. Claims against the VHS are not transferable.
3. Should any clause or clauses of these General Terms and Conditions be wholly or partially invalid, this will not affect the validity of the remaining parts of the contract. Any different arrangements negotiated are only valid if they are agreed in writing. This also applies to an agreement which contains a waiver of the written form.
4. The General Terms and Conditions of the Volkshochschule Wiesbaden e.V. come into force on the day after their official publication. They come

into use for the first time for all courses beginning on or after
01.12.2009. All earlier Terms and Conditions become invalid at this time.