

## General Terms and Conditions of the Volkshochschule Erlangen

Status: August 2018

Previous Terms and Conditions are no longer valid. There are no verbal side agreements.

### Conclusion of contract – enrollment

A contract is concluded through an enrollment for a course and acceptance by the Volkshochschule (vhs). It is possible to enroll at any time in writing, by fax, by e-mail or via the internet. Enrollments will be processed in the order in which they are received. Enrollments should be made at least seven days prior to the beginning of the course.

For checking purposes you will receive a confirmation of your enrollment. If you do not receive a reply or confirmation of your enrollment from us within approximately one week after sending your enrollment, please contact the vhs administration immediately.

Enrollments in the language department must be submitted by no later than the second course date. The participation in all other vhs courses without a valid enrollment is not permitted. Please bring the confirmation of your enrollment with you to your first day of participation in the course. This rule doesn't count for events free of charge.

### Payment

Participants are required to pay fees and expenses as indicated in the respective course descriptions. These fees and expenses are due at the beginning of the course and are debited using the SEPA debiting process to the account latest three weeks after the course has started. For the use of paying your courses by direct debit, we require a valid bank account and the SEPA debiting mandate. If you enroll personally at the "Servicebüro" you may pay with the debit card. In that case the fees are due at the time of enrollment. You may also pay by invoice. In that case, please use the registration form located at the end of the vhs brochure and write the word "invoice" in the space provided for your bank details. If you enroll online, please select the button "Rechnungsstellung" (invoice). We will charge an administrative fee of 5,- € for the additional expenditure.

Course fees and fees for German courses from the level A1/1 to A2/2 and exams in the language section are due at the time of enrollment.

If the debit order cannot be carried out (e.g. incorrect bank data or insufficient funds in your account), the vhs will charge the amount due as well as an administrative fee of 5,- € and the bank charge (depending on your credit institute) via invoice.

Please keep in mind, that because of organizational reasons at the evening box office you can't redeem vouchers.

### Scope of services

The scope of services as well as the start date and duration of the courses can be found in the course descriptions in the vhs brochure. If a course can't take place on a day, because the teacher isn't able to give the class, we try to organize a make-up date. If this is not possible, we will pay you back the fee for that particular lesson which didn't take place.

### Special discounts

The vhs will grant people having the "ErlangenPass", receiving unemployment benefit II, basic social care according to the regulations of the German Security Code XII, a housing allowance or professional education aid, a 50% discount off the course fees (excluding study trips, excursions, material costs, expenses, and courses labeled "nicht ermäßigbar" (no discount possible) in the vhs brochure). The same applies to people receiving benefits according to the Federal Education and Trainings Assistance Act or the Law on Benefits for Asylum Seekers, volunteers performing a "Voluntary Social Year" (FSJ), a "Voluntary Ecological Year" (FÖJ) or working for the "Federal Voluntary Service" (BFD).

Severely disabled persons plus one attendant will get a 50% discount off the course fees (excluding study trips, excursions, material costs, expenses, and courses labeled "nicht ermäßigbar" (no discount possible) in the vhs brochure) each if the necessary mark "B" is labeled in their pass for severely disabled persons.

Participants with the official "Au-Pair" status, secondary school pupils/students (from the age of 15 years), university/college students (until max. 27 years) and trainees/apprentices, receive an 20% discount off the course fee. A corresponding certificate as well as an ID card must be presented when booking the course.

You can only use one discount at a time. Belated discounts are not possible.

### Withdrawal/Right of rescission on the part of the participant

Your enrollment for a course is mandatory and obligates your payment of the fee.

If you become unable to participate in the course after you have booked the course, withdrawal will only be possible under the following conditions:

Withdrawals up to seven days before the beginning of the course are possible, without having to give any reasons. You will be charged an administrative fee of 5,- €.

Once this deadline has passed, participants can still withdraw, in doing so you must submit a written form of cancellation the day after the course has begun, stating your reasons.

However, this withdrawal option is only valid in the case of courses with duration of at least six weeks. You will be also charged an administrative fee of 5,- €.

Withdrawal from language examinations is only possible up to the announced closing date for enrollments. You will be charged an administrative fee of 20,- €. After that, withdrawal is only possible on presentation of a medical certificate. 50% of the examination fee will still be due.

If the minimum number of participants has not been reached, but the participants wish to start the course all the same, a small group fee can be agreed on. The small group fee will be higher than the course fee indicated in the vhs brochure. It will be set by no later than the second course date. By this new contract the existing one will lose its validity. If a participant does not agree to the new contract, he or she will have the option to withdraw free of charge.

For Cambridge Examinations separate withdrawal conditions apply. You will receive corresponding information via the language department.

All withdrawals must be submitted to the vhs in a written form (by mail, fax or e-mail – for addresses see General

section). Deregistration with the teacher or failure to appear is not considered a withdrawal. Please note that the receipt stamp at the Volkshochschule will be authoritative for compliance with the deadline.

For all withdrawals we charge you the particular withdrawal fee plus the administrative fee if you wish an invoice.

A possible right of rescission will remain unaffected. The right of rescission just concerns contracts concluded outside our business premises and distance sales contracts concluded by fax, postal correspondence, e-mail or internet. From the right of rescission are excluded nutrition courses, examinations and day-trips.

### **Withdrawal on the part of the Volkshochschule**

The vhs can withdraw the contract, if the minimum number of participants has not been reached; if the teacher is not available; if the course has to be cancelled due to other reasons for which the vhs is not at fault.

### **Change of booking**

If you would like to attend a different course, please inform us; we will try to find an appropriate alternative course within a department. Change of booking must be effected in writing, by fax or by email immediately after the first course date.

### **Certificates of attendance**

Certificates of attendance can only be issued for the courses taken in the current semester. You will only receive a certificate of attendance if you have attended the course at least 80% of the fixed time. In the section "Gesundheit" (health) certificates of attendance can just be issued, if the course is certificated by the "Zentrale Prüfstelle Prävention" (ZPP) (see the course description). Please inform your teacher at the end of the course if you would like to receive a certificate of attendance. In the event of sufficient attendance it will be issued for you, placed in the vhs service office or sent to you on request. For the participation at events free of charge certificates of attendance will not be issued.

### **Copyright**

Photocopies and audiovisual recordings of courses are not permitted. Distributed teaching material must not be reproduced without the consent of the vhs.

### **Liability**

Liability on the part of the Volkshochschule for any damages whatsoever, in so far as these are not derived from death, bodily injury or damage to health, whatever their legal basis is limited to those cases where the Volkshochschule can be accused of premeditation or gross negligence.

## **General informations**

For the integration courses the rules of the Federal Office for Migration and Refugees count in addition.

## **Data protection**

Attention is invited to the valid data protection regulations.

## **Exclusion of responsibilities**

It is the task of the vhs to open their program - within the frame of their possibilities - to a diversity of publicly pronounced opinions and views. That is why the vhs regularly invite speakers and presenters - especially in the fields of society, culture and health - whose attitudes and ideas do not necessarily comply with social majority views or scientific principles. The vhs only care for the course content not to be contrary to the constitutional principle respectively the liberal-democratic constitution.