

## Terms of Business

These Terms of Business apply to all courses and events of the Volkshochschule Chemnitz (VHS), including those which are run by electronic data transfer (e-learning). Courses or events, especially study trips and excursions, which have a declared third party business partner or organizer are no Volkshochschule courses. In this case, the VHS is only the agent and the Terms of the Volkshochschule can only be applied for services of the Volkshochschule.

The Terms also apply for legal entities.

### § 1 - Registration / Contract

- (1) The announcement of courses or events is not binding.
- (2) You are required to register for any course or event offered by the VHS. You are bound to your registration for 3 weeks (contract offer). The course contract comes about - save as paragraph (3) - either by a declaration of acceptance by the VHS or by the expiration of the 3 week period without a rejection notice by the VHS. Please note that in this case you will not receive a confirmation of enrolment.
- (3) If the course announcement includes a deadline for enrolment and your registration arrives afterwards at the VHS, you will - different to the regulations in paragraph (2) - need an expressed declaration of acceptance. Your enrolment is rejected if you do not receive this declaration within 3 weeks.
- (4) Your legal declarations (i.e. enrolments and cancellations) must be in writing and signed unless otherwise stated in these Terms. Declarations by fax, email or VHS homepage are equivalent forms. Different from sentence 1, oral registrations or registrations by phone are binding if they are accepted orally or in writing immediately or at least within 10 days afterwards. In any case, please give your legal declarations to the VHS office.
- (5) You can enrol personally at the VHS office during the opening hours. The course fee is payable in cash, by ec-card or by direct debit mandate. Payment after invoicing is only possible for courses arranged by the employer.
- (6) For your written enrolment you need to fill in a registration form and send it by post or leave it in the VHS letter box. Please use the shop system at the VHS

internet site for online enrolments. You can choose and book one course directly or put it in the cart if you wish to book other courses, too. After choosing the course(s), you will have to fill in a registration form. Upon pressing the enter button, you will receive a detailed overview page of the information you have provided and will have the chance to change the details again. Your registration is only valid once you have submitted this overview page. Then you will receive a confirmation on your screen and by email that the VHS has received your contract offer (see subsection 2).

In order to consider written registrations or registrations by telephone, fax or internet, we require your name and address and the course number as well as your bank account details because this way of enrolment is only possible by providing a direct debit mandate.

- (7) The conclusion of the course contract establishes contractual rights and duties only between the VHS as the organizer and the enrolled person (party to the contract). One person can enrol a third person on the condition that the person's name and address is mentioned. An exchange between two students requires the agreement of the VHS.
- (8) The VHS may make the participation conditional upon personal or objective prerequisites.
- (9) Participants are not entitled to a specific teacher in a particular course. This also applies in case the course has been announced with the name of a teacher.
- (10) The contact persons and contact details of the VHS office are listed in the semester programme and the internet. Teachers are not VHS office staff.

## § 2 - Fee

- (1) The fee is in accordance to the City of Chemnitz Fee Rules of the Volkshochschule Chemnitz and the City of Chemnitz Fee Rules for Municipal Services in Administration, both established by the town council on 16<sup>th</sup> May 2001. These resolutions B-194/2001 and B-236/2001 can be read in the VHS office. The course fees are indicated in each course description in the programme booklet.
- (2) Please note that a minimum number of students, in general 8 persons, is required for each course. In case that there are not enough participants, the

VHS will, with the consent of the students, charge an extra amount in order to start the course.

### § 3 - Discounts

- (1) Course fees can be discounted for the following groups of persons:
  - Up to 50% discount to owners of the Chemnitzpass, children, pupils (but no distance or evening / night classes / vocational schools)
  - Up to 25% for fulltime university students and young people in training
- (2) Please note that you need to ask for a discount immediately when enrolling in a course. The corresponding certificates need to be at the VHS either immediately (personal enrolment or by post or fax) or within one week after enrolment by internet or phone. Incomplete or late requests or certificates cannot be accepted. In these cases the full course fee must be paid.
- (3) Courses that are not supported financially by the State of Saxony or other official institutions as well as study trips, excursions, administration costs and fees for special services are not eligible for a discount.

### § 4 - Confirmation of participation

- (1) On request, the VHS will provide a confirmation of participation after the end of a course.

### § 5 - Cancellation by the student

- (1) Cancellation is possible up to 6 workdays before the beginning of the course. In this case, the VHS will repay the full course fee. If students cancel later or do not participate in a course, they will be required to pay the full fee.
- (2) Cancellation due to illness is also possible after the deadlines specified above on the provision of a medical statement. This applies for all course dates after the beginning of the illness that cannot be attended. Paid fees will be refunded proportionally. Administration costs and fees for special services are not eligible for a refund. Re-entry into the cancelled course contract is impossible.
- (3) If the course contains a fault which can negatively influence the course objectives profoundly, please notify the VHS office and allow for the fault to be

eliminated within appropriate time. If the fault is not eliminated, students can cancel due to important reasons after the deadline has expired.

- (4) Students can also cancel the contract if the continued participation is no longer reasonable because of organisational changes by the VHS (except a change of the teacher). In this case, the fee is refunded proportionally according to paragraph § 5 (2), sentence 4.
- (5) The semester programme can declare individual cancellation deadlines.

#### § 6 - Cancellation by the VHS

The VHS can cancel the contract due to an insufficient number of enrolments (generally the minimum number of students is 8 or declared otherwise in the course announcement), due to a cancellation of the teacher or due to other important reasons. In this case the full fee will be refunded.

#### §7 – Liabilities / Rights

- (1) The VHS is not liable for injuries to persons or damage to property incurred at the venue, in the VHS facilities or during the course. Claims for compensation by the party to the contract or the student against the VHS are excluded.
- (2) The liability of the VHS for the loss of personal student belongings is also excluded.
- (3) The liability of the VHS for intent or criminal negligence remains unaffected.
- (4) The right to balance own claims with claims of the VHS is excluded except in case that the counterclaim has been determined by law or has been accepted by the VHS.
- (5) Claims against the VHS are not transferable.

#### §8 – Data protection

- (1) For administrative reasons the VHS uses data processing equipment which saves and processes personal data of the student.
- (2) On enrolment the student agrees to the processing of person-related data.
- (3) Data protection regulations are observed.

#### §9 – House regulations

- (1) The relevant house regulations, which are published in the individual facilities, apply.
- (2) The VHS is guest in the facilities. Please, be careful with the equipment and leave the rooms clean and tidy.
- (3) Please understand that smoking is not allowed in these facilities.