

## **General Terms and Conditions (updated 1. July 2015)**

### **1. Conclusion of contract:**

A private contract is established when the registration for a course or activity at the Volkshochschule Mettmann-Wülfrath (VHS) takes place or when the payment of the subscription fee on one side and the acceptance of the subscription by the VHS on the other side occurs.

A registration can be done personally at the VHS offices or in writing, per email, per fax or online (internet).

### **2. Attendance, admission, restrictions to admission, restriction of number of participants:**

To attend a VHS activity the participant must be 16 years old. Exception is made for activities especially planned for younger participants. For courses leading to a certificate, attendance can be made conditional to certain prerequisites. Each and every VHS activity can only admit a limited number of participants.

In special, isolated cases, the VHS reserves itself the right to refuse a participant admission to a course.

Please refer to number 10 of the General Terms and Conditions.

Registrations are processed in the order of arrival.

### **3. Rescession of contract, right to refuse performance:**

The VHS has the right to withdraw from the contract (cancel an activity) in case the minimum number of registered participants has not been achieved.

The VHS reserves itself the right to withdraw from an activity listed in the program if there are not sufficient financial means available. The program is subject to change if an immediate cause, such as the illness of an instructor, occurs.

The VHS has the right to withdraw from the contract on grounds that are intrinsic to the person of the participant.

The VHS has the right to refuse a participant attendance to an activity as long as the registration fee has not been fully paid for.

Cancelling the registration for a VHS activity is only possible in writing, at the latest 10 working days prior to the beginning of the activity. Provided a proper notice of termination has taken place within the deadline, the fee will be fully reimbursed, less a standard handling fee.

Cancelling of a registration within the 10 working days prior to the activity is only possible if a replacement participant is registered instead.

In special individual circumstances, following a written request, a decision deviant from the above rules can be made.

The above ruling does not apply to courses marked with a cancellation date. Terms and conditions of BAMF apply for all integration classes.

Educational trips are subject exclusively to the rules of the travel contract rights.

#### **4. Payment of the registration fee:**

A direct debt authorization can be given to the VHS together with the registration. The due fee will only be charged after the beginning of the activity.

The registration fee can also be paid by bank transfer to the following account:

Kreissparkasse Düsseldorf, BLZ 30150200, Kto.- Nr. 0001713304

SEPA-bank transfer:

VHS creditor identification number: DE68VHS00000626723,

IBAN: DE45301502000001713304

BIC: WELADED1KSD

The duty of payment originates immediately with the registration. The legal basis is the schedule of fees in the currently valid version, which can be consulted at the VHS offices during working hours. Should the VHS be unable to collect the fee due to circumstances beyond its responsibility, the VHS will charge a handling fee of €6, 00. If the payment of the fee does not occur within the deadline, the participant will be sent a reminder. If the payment does not occur within 10 days from this reminder, a second request for payment will be sent. A handling fee of €6, 00 will then be added to the due registration fee.

#### **5. Refund of payment:**

A payment can be totally or proportionally refunded if, for reasons within the responsibility of the VHS, a planned activity has to be cancelled or is only partially accomplished. The amount will be refunded by bank transfer only, to an account of the participant or his/her legal representative. Please refer to § 6 of the schedule of fees of the VHS Mettmann-Wülfrath in its current valid version.

#### **6. Reduction of fee:**

Eligible to a fee reduction according to §4 III of the schedule of fees are:

- school children up to 18 years,
- university students up to 27 years,
- trainees,
- volunteers (BFD,FSJ),
- beneficiary of benefits according to SGB II, III, XII,
- upon special request.

A retrospective fee reduction cannot be requested.

These rules apply basically to all activities except educational trips/field excursions, cost of supplies, meals, travel fares and accommodation, weekend seminars and courses in which no reduction is granted.

#### **7. Exemption of payment:**

Exemption of payment is possible upon request (refer to §4 of the schedule fees of the VHS).

#### **8. Liability:**

The VHS carries no liability for accidents or theft; general legal regulations apply.

Liability - on whatever grounds- is solely limited to cases of deliberate intention or acts of gross negligence.

#### **9. Private policy:**

The information collected for the registration will only be used for internal administrative purposes as well as statistics. The information is provided voluntarily.

#### **10. Elements of the contract:**

This general terms and conditions of the VHS constitute the contract between the participant and the VHS. Registration for a course or activity is not possible without acceptance of this general terms and conditions by the participant.

#### **Cancellation policy**

### Cancellation rights

You may cancel your contract on whatever grounds within 2 weeks, in writing (letter, fax, email). The period of time starts counting on the day you receive this text, not before the conclusion of the contract before we fulfilled our information duty according to §312c II, 2 BGB in connection with §1 I and II and IV BGB – Info V.

The cancellation request should be directed to:  
Volkshochschule Mettmann-Wülfrath, Schwarzbachstraße 28, 40822 Mettmann,  
fax: (0 21 04) 13 92-92, email: info@vhs-mettmann.de

### Cancellation consequences

In case of an effective cancellation the goods or services provided / received by both sides should be returned, as well as, if applicable, winnings received (e.g. interest). If you are not able to return the goods, e.g. teaching materials in full or in perfect conditions, you should replace them or compensate for their value. In case of services provided, your right of cancellation extinguishes if your contract partner, in agreement with you, started providing you the services before the time for cancellation right has expired.

The duty of restitution of payment must be fulfilled within 30 days. The period of time starts counting for you on the day you send your cancellation request, and for us on the day we receive it.