



Application / School Contract

Primary school, bilingual (state approved)

Registration: _____

A) Name of Guardian

Surname / First Name:

Date of Birth / Place of Birth:

Postcode / City / State:

Street / House No.:

Tel. Private / Tel. Business / Mobile Tel.:

E-mail:

Surname / First Name:

Date of Birth / Place of Birth:

Postcode / City / State:

Street / House No.:

Tel. Private / Tel. Business / Mobile Tel.:

E-mail:

B) Student

Surname / First Name:

Date of Birth / Place of Birth:

Postcode / City / State:

Street / House No.:

Nationality (ies):

Predominant language of communication in the family and at home
(Please specify only one language):

Denomination:

School Information

The monthly school fee for grades 1 to 4 = 295 €

Support:

- Morning supervision from 07:15 am: 25 €
- Homework supervision from 01:30 pm to 3 pm: 100 €
- Full afternoon supervision from 01:30 pm to 5:15 pm: 165 €

Individual arrangements by appointment! To register, a processing fee of 275 € is due, which will not be refunded in case of cancellation. Language workbooks and specialized equipment are not provided by the school. Prices subject to change.

Please attach the applicant's birth certificate and a passport photograph.

I / We wish to register our child for primary school with bilingual classes in English. I / we acknowledge the terms and conditions of participation and payment in the school contract overleaf.

Date / Signature of legal representative:

In their own name and on behalf of the child:

In their own name and on behalf of the child:

Please see overleaf!

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Primary School of Heidelberger Privatschulzentrum (HPC)
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www.heidelbergerprivatschulzentrum.de



Participation and Payment of School Contract



School Fees - Payment options

Payment options for school fees:

- Monthly (undiscounted)
 1/4-year (1% discount)
 1/2-year (2% discount)
 Annually (4% discount)

Deferred payment of school fees by 48 monthly installments:

- 60 months € 276 per month
 72 months € 230 per month

Second child rules

For all parents who have two or more children in one of our schools, the following fee structures are:

- 25% off the regular school fees for the second sibling
 50% off for the third sibling
 Alternative afternoon supervision: When two or more children are in afternoon supervision, fees for supervision apply to only one child.
 20% off the regular school fees when the first child has already completed a form of school at HPC.
 I have received, read and agree to the general terms and conditions (T & C's).

Terms of payment

I authorize F+U Rhein-Main-Neckar gGmbH to collect payments from my account via direct debit. At the same time I instruct my bank to honour the direct debit transactions drawn from my account by F+U Rhein-Main-Neckar gGmbH.

Name and Surname (account holder):

Street / House No.:

Post code / City:

Bank (name):

BIC:

IBAN:

Date, place and signature of account holder

Note: Reimbursement of the debited amount can be claimed within eight weeks of the debit date. The terms and conditions of your bank agreement apply.



Conditions of Participation & Payment

1. Jurisdiction

The following general terms of participation apply to all contracts concluded between F+U Rhein-Main-Neckar gGmbH, Hauptstraße 1, 69117 Heidelberg - hereinafter referred to as F+U - and the participant - hereafter referred to as the participant - concerning education courses and additional services. This translation is for your convenience only. German law applies; the place of fulfillment and jurisdiction is Heidelberg.

2. General

- 2.1 F+U's education courses and additional services are open to all. If admission requirements apply for a selected course, these must be fulfilled as a prerequisite of participation. The same shall apply in the case of funding in accordance with SGB III. There is no right to participation.
- 2.2 For the purpose of existing conditions of participation, the education courses are: seminars: a maximum duration of 1 week; courses: a maximum duration of 3 months; training / schools: more than 3 months' duration.

3. Registration and conclusion of contract

- 3.1 The F+U registration form is to be completed for each course.
- 3.2 After receipt of the registration form by F+U, fulfillment of the admission requirements for the education courses or additional services selected by the participant will be checked. The fulfillment of the admission requirements is a prerequisite for participation.
- 3.3 The contract between the participant and F+U becomes effective as soon as F+U confirms the registration in writing by letter, fax or e-mail.

4. Data Protection

- 4.1 The collection, processing and use of the participant's personal data is carried out exclusively in accordance with the relevant data protection regulations such as the German Telemedia Act (TMG).
- 4.2 Upon registration for a course the participant consents to the electronic collection, processing and use of his/her personal data by F+U and, where required, to its forwarding to any applicable funding provider.
- 4.3 The consent can be rescinded with future effect at any time, and without stated reason by letter, fax or e-mail to F+U, represented by the Managing Directors Hans-Dieter and Oliver Sauer, Hauptstraße 1, 69117 Heidelberg, Fax: +49 6221 8994-20, E-Mail: oliver.sauer@fuu.de. If the contract is already in effect, the withdrawal of consent shall only apply upon expiry of the contract.

5. Cancellation/Withdrawal

- 5.1 The participant can cancel the contract up to four weeks before the start of the course. The notice period begins at the point of the incoming post at F+U. Written notice of cancellation must be received by the original recipient of the participant's application in F+U's administration department.
- 5.2 In case of a valid cancellation, the participant is required only to pay the applicable registration fee and administration fee. (See page 1 of the contract)
If funding pursuant to the German Social Code (SGB) has been applied for, the participant may withdraw from the course free of charge if this funding is rejected.
- 5.3 Participants who receive funding under the SGB, may withdraw free of charge under the following conditions:
 - the receiving of insurable employment or training or the receiving of a minimum of 15 hours per week comprehensive self-employment (only for participants from SGB III),
 - a period of more than six weeks incapacity for work,
 - cancellation of the action by the required support.

6. Termination

- 6.1 The termination conditions depend on the training listed in Para. 2.2. It should be noted that in the case of an effective cancellation the processing fee named in Sec. 7.1 is not waived or refunded.
- 6.2 Participants in a course or seminar can cancel up to 4 weeks before the start date. Notice of termination up to two weeks before the beginning of a course at F+U incurs 50% of the course fee owed, notice of termination one week before the course incurs 75% of the course fee owed. If termination occurs after the beginning of the course, the entire course fee is payable.

- 6.3 Participants of an education course outlined in 2.2, can cancel up to 4 weeks before the course begins. In this case, the processing fee (see page 1) as well as a monthly fee / tuition fee are payable for a month. After the start of the programme the participant must give a four week period of notice to the end of the third month, then as of the end of every third month.
- 6.4 If a discount for the education programme in question was agreed between the parties when finalising the contract, this shall be omitted with immediate effect in case of early termination.
- 6.5 Cancellation must be made in writing to the original recipient of the participant's application at F+U. Absenteeism is not considered a termination.
- 6.6 Teachers are not authorized to accept notices.
- 6.7 For all deadlines, the period begins at the point of the incoming post at F+U.
- 6.8 If alternative notice periods apply through funding measures or other statutory regulations, these shall take precedence.

7. Fees

- 7.1 Fees are charged for participation in the education programme, depending on the choice of training course or school. On submitting the registration form, an administration fee is due (see page 1) which is non-refundable unless the contract is not concluded. The processing fee is payable within three weeks after registration to the account of F+U Rhein-Main-Neckar gGmbH at the Commerzbank AG, IBAN DE70672800510465418300, BIC DRESDEFF672.
- 7.2 The fees and their due dates are independent of the actions of third-parties.
- 7.3 For courses that last longer than two months, installment payments may be granted. If it is not notified differently by invoice the following understanding will apply for installment payments:
 - 7.3.1 Timing of installments: first installment due on course commencement, then monthly every 1st of the month.
 - 7.3.2 The installments end no later than the end of the planned course, unless longer terms were personally agreed.
- 7.4 More than three installments in arrears voids the installment plan and the outstanding course fee is due immediately.
- 7.5 Late payments will incur an administration fee of €5 for each reminder issued.
- 7.6 Exceptions may be made in justified individual cases. These must be specified in writing in order to be valid.
- 7.7 In the case of assistance by SGB III, the participant agrees to accept such agreements between the programme provider and the employment agency, provided that the course fees are paid by the employment agency directly to the programme provider.
- 7.8 The above-mentioned reminder and cancellation fees do not affect the participant's right to establish that either no loss has been incurred by F+U or that the loss is considerably lower than stated.
- 7.9 For any returned direct debit arising from insufficient funds or otherwise due to the fault of the participant, the participant shall bear the applicable return debit fee. The participant reserves the right to establish that either no loss has been incurred by F+U or that the loss is considerably lower than stated.

8. Obligations and benefits from the institution

- 8.1 For the scope of contractual service provision, only the descriptions and price lists in the current prospectus are authoritative. F+U is obliged to ensure the teaching of all skills and knowledge necessary to achieve the specified learning goal and also to impart any applicable rules or examination regulations.
- 8.2 Lessons are delivered within the framework of the valid courses offered at the start of the training. F+U reserves the right to make amendments, although the learning goal shall remain unchanged.
- 8.3 Should significant changes become necessary before or during the course, these are to be brought to the attention of the participant in writing.
- 8.4 A change of teaching or training staff does not constitute a significant change in this regard.

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Conditions of Participation & Payment



8.5 F+U reserves the right - due to an insufficient number of participants, the sudden loss of a lecturer, the refusal or omission of a necessary course for official approval, and other disturbances to operations, which are not the responsibility of F+U - to cancel a course. Fees already paid will be refunded. Further claims of the participant, in particular claims for compensation for material changes or cancellation of a course, are excluded. However, the limitation of liability does not apply to damages resulting from injury to life, limb or health based on a negligent breach of duty by F+U or any intentional or negligent breach of duty by a legal representative or agent and for other damages caused by an intentional or negligent breach of duty by F+U or an intentional or negligent breach of duty by a legal representative or agent.

9. Holiday / vacation, study materials and teaching aids

9.1 The holiday / vacation arrangements for this education programme are in compliance with the specifications of the relevant authority - Federal Employment Agency, Regional Council. Details can be found in Appendix 1 „holiday / vacation“ and in the appropriate notice on the information board at the location of the programme.

9.2 Study materials and teaching aids which are used to implement the education programme in accordance with specifications (see Appendix 2 „materials“) are handed out at the beginning of the course, on the 1st day.

10. Obligations of the participant

The participant is obliged:

- 10.1** to provide timely and complete documentary evidence of fulfillment of admission criteria for the course or examination.
- 10.2** to observe the house rules in the learning centre. In particular the lesson must not be disrupted, equipment and facilities must be handled with care and instructions issued by F+U staff in relation to the house rules must be followed.
- 10.3** to acquire the necessary knowledge and skills.
- 10.4** to participate regularly and punctually in lessons and activities provided for the attainment of the learning goal.
- 10.5** to comply with the regulations of vocational and school legislation, as well as with the valid training regulations.
- 10.6** to uphold obligations relating to third party contractual provisions.
- 10.7** to comply with the obligations resulting from the conclusion of this contract.
- 10.8** F+U reserves the right to claim compensation for damages arising from infringement of the obligations set out in clauses 10.1 to 10.7

11. Exclusion and cancellation by the programme provider

11.1 F+U reserves the right to fully or partially exclude from lessons participants who, whether intentionally or as a result of gross negligence, and after prior warning, infringe their obligations as participants from paragraph 10.

11.2 F+U also reserves the right to a unilateral termination of the contract if the participant,

- does not pay the course fees in due time.
- exceeds the number of absences permitted by the school board.
- generally disrupts the group lesson.
- does not fulfil the requirements of the internship, if one is required.
- is demonstrably unable to reach the course objective.

In these cases, all outstanding payments become due immediately. Contributions already paid will not be refunded up to the notice of termination brought about by the actions of the participant. The participant is obliged to settle payment up to the next regular termination deadline.

12. Miscellaneous

12.1 F+U does not accept liability for losses that arise for the participant as a result of conclusion of this contract or participation in a training activity.

Compensation for damages in the event of cancellation, postponement or termination due to a shortfall of the minimum number of participants is excluded.

This does not apply to damages resulting from death, personal injury or damage to health as a result of a negligent breach of duty by F+U or an intentional or negligent breach of duty by a legal representative or agent.

If substantial contractual obligations (cardinal obligations) are concerned, F+U's liability is restricted to foreseeable damages typical for this type of contract. Cardinal obligations are material obligations which characterise the contract and whose fulfillment is crucial for the proper performance of the contract and which may permanently be relied upon by the participant.

12.2 Insofar as F+U is obliged to provide insurance cover, participants are insured against accident through the responsible Administrative Professions Organisation (Verwaltungsberufsgenossenschaft) or Federal States accident insurer (Unfallkasse der Länder) provided that they can provide evidence of health insurance cover. Accident insurance shall then cover all workplace and commuting accidents relating to the training participation.

12.3 Withdrawal, payment and cancellation terms for participants subsidized under SGB: The content of the 'declaration' section in the BA questionnaire, page 3 (see Appendix 3.) applies for these participants.

13. Limitation Period

Cancellation and termination are excluded if more than six weeks have elapsed since the reason for cancellation or termination.

14. Ancillary agreements / Severability Clause

14.1 Amendments to the contract and additional agreements must be in written form to be valid. This also applies to any waiver of the requirement of the written form.

14.2 If any provision of this contract is or becomes invalid, the validity of the remaining terms will not be affected. In this event, the parties agree to replace the invalid or ineffective clause with a provision that comes closest to the intended meaning and business purposes of the parties.

14.3 Appendices 1, 2 and 3 are part of the general terms and conditions.

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