

Scope of application: Schülerhilfe 1220 Vienna, 1130 Vienna, 2230 Gänserndorf

- Schülerhilfe offers individual tutoring lessons in small groups as face-to-face lessons on-site or as online tutoring. Unless a distinction between face-to-face lessons on-site or online tutoring is made below, the following provisions apply to both teaching variants. Individual tutoring can also be provided on special request. Gaps in knowledge are systematically handled and ultimately filled. Teachers review and repeat the current subject material with the students, looking at it in depth to strengthen it. The students can be prepared for upcoming school papers and exams in a targeted manner. The professional and proven teaching concept of Schülerhilfe not only promotes the fun of learning but the students' long-term self-confidence as well.
- The student is registered for an indefinite period, but initially for the agreed minimum duration (from 3 to 24 full months, see registration). The first full month is decisive for calculating the minimum duration. The contractual relationship may be ordinarily terminated by either party by giving three (3) months' notice at the end of a month, subject to compliance with the minimum notice period. Notice of termination must be made in writing and signed. The date of receipt of the notice of termination by Schülerhilfe is decisive for the period of notice.
- Tuition is payable in advance by the third working day of each month. A one-off registration fee of the applicable amount is due when the contract is concluded. The agreed tuition is also due for months that have public holidays, vacation days, and closing times. If SEPA direct debit is agreed, the amounts due are debited following the contractually agreed due dates. In case of new contracts or other amendments, the contracting party will be notified of the amount to be debited at least five days before their account is charged (pre-notification period). Schülerhilfe is entitled to increase the monthly tuition annually by up to 5%. This can be done for the first time 3 months after the contract is concluded.
- In case of payment default by the contracting party, Schülerhilfe is, e.g., authorized to refuse to provide the contractual services, i.e., to prevent the student from attending the tutoring lessons. Once a reminder has been sent, reminder fees of EUR 15.00 per reminder are charged which fall due immediately. If the contracting party's bank declines a SEPA debit, this incurs expenses of EUR 15.00 which are added to the respective tutoring fee.
- The minimum term does not end automatically after 3 or up to 24 months, but only after giving written notice of termination, subject to three months' notice. If the contract is not terminated in line with the notice period, it renews automatically for a further 3 months until cancelled. The contract is not dissolved if the student leaves school. Interrupting the contract for whatever reason is generally not permitted.
- Generally speaking, withdrawal from the contract is not possible. A contract is concluded based on the unanimous declarations of intent by at least two persons (consensus). A right to withdraw applies only if this has been agreed explicitly or is granted by law. If, contrary to expectations, the contract ends/is terminated by mutual consent shortly after the contract is concluded, the monthly fee (according to the agreed term) is charged for 3 months plus one-off registration fee. No entitlement to attend tutoring lessons applies for this period.
- The dates of the lessons are determined by Schülerhilfe. It is possible that a relocation for operational reasons could become necessary. No entitlement to a specific teacher applies. Courses held in the summer months July and August are generally and primarily held in the period between 9 a.m. and 3 p.m.
- Regular attendance of the lessons is required to achieve sustainable learning success. If a pupil is unable to attend for reasons of illness or school, the missed lessons can be repeated. However, for this to be possible, Schülerhilfe must be notified of the absence in advance in writing as follows: private meetings, school lessons and doctor's appointments must be announced at the latest the day before by 6 p.m. Absences due to illness must be announced at the latest by 1 p.m. on the day of the lesson (up to year 9: only be the parents!). On days when lessons are held in the morning, absences due to illness (up to year 9: only be the parents!) must be reported at the latest by 8:30 a.m. on the day of the lessons. In order to ensure continuous support, the substitute lessons for missed periods must be used within 4 weeks. Please contact Schülerhilfe to arrange substitute lessons. Substitute lessons expire if they are not used within four weeks of missing the original lesson. Substitute lessons cannot be set-off against the amount due. Where the pupils does not attend a lesson without an excuse or if the pupil's absence is reported outside the stated periods, these lessons are treated as having been attended. Substitute lessons expire after the contract term for this registration ends. In general, unused teaching units expire on 15 June of each year at the latest. Substitute lessons can only be used up during ongoing courses that have a free spot; a legal claim does not exist. Substitute lessons can also be used in subjects other than the booked subject and must be actively used by the customer. Substitute lessons from term courses cannot be credited towards intensive/block or refresher courses. It is not possible to turn the value of the substitute lessons into cash or offset them against current tuition fees. Booked individual lessons must be cancelled in writing 24 hours before the start of the course, otherwise they will be considered to have been used up and must be invoiced and paid. For unexcused absences for 4 weeks, the booked spot in the course loses its validity (but not the contract) and a new spot in the course must be agreed.
- Schülerhilfe is open all year round. Schülerhilfe is closed during the Christmas holidays, the semester holidays, the first and last school week of the current school year, the first week of July (first holiday week) and all public holidays in Austria. The months of July and August are regular teaching months. The units of the first and last school week are calculated as credits in the form of make-up lessons that can be used flexibly. The agreed monthly tuition is also due for months that have public holidays or vacation days. Official bank holidays are not treated as substitute lessons due to average monthly attendance.
- In the interest of all parents and pupils, Schülerhilfe has the right, in the event of improper conduct, to release the pupil from lessons for that day after being given a warning, without this reducing the payment obligation. This is the only way to ensure clam lessons. In order to ensure that pupils can be taught without disruptions, smartphones/mobile phones are generally not permitted in the rooms in which lessons are taught.
- The contractual partner declares his/her agreement that his/her personal data will be processed electronically by Schülerhilfe. In accordance with the applicable regulations for the protection of personal data, personal data will only be collected for the purpose of processing the contract and safeguarding our own legitimate business interests with regard to advising and supporting our students, and will be processed and used by Schülerhilfe GmbH & Co. KG, ZGS Schülerhilfe GmbH and Schülerhilfe Promotion GmbH as well as the Schülerhilfe Franchise Betrieb responsible for the customer. The data will not be transmitted to third parties. You will find the current privacy policy in accordance with the GDPR on the website of each individual Schülerhilfe location.

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12. For separate rates and/or special offers, an additional agreement must be made. Without this agreement, the contractual partner will not participate in this offer and will not receive any money back in the event of failure.
13. The entire contractually agreed monthly tuition is due and to be settled in the months of July and August. The teaching units that are held during the summer holidays are taught in blocks in July and August. Please refer to the Schülerhilfe for more information on this particular summer holiday arrangement.
14. Block courses (e.g. intensive courses/holiday courses/repeated courses/individual lessons and courses not held as block courses) are fixed when booked and cannot be cancelled. The course tuition is due and payable upon registration. In the event of early cancellation, the entire course tuition will still be due. A refund is not possible.
15. Flex 18/24: The agreed minimum term is 18 or 24 months. The first full month is decisive for calculating the minimum duration. The minimum duration can be reduced to 12 months. This means that the contract will be amended to reflect the difference in price of the rate of a 12-month contract valid at the time the contract is amended. The term cannot be further reduced. The newly calculated price difference also comes into effect if the contract is terminated early between the 13th and the 18th or the 24th month (based on the applicable rate of the 12-month contract). Otherwise, all provisions of these registration terms apply.
16. OLC-Online-LearnCenter: The OLC-Online-LearnCenter is included with every term contract and cannot be excluded. The OLC terms of use are an integral part of the contract.
17. If, at the customer's request, an existing contract for the categories G006 (minimum contract term 6 - 11 months), G012 (minimum contract term 12 months), G018 (minimum contract term 18 months) or G024 (minimum contract term 24 months) is amended to reduce the agreed weekly lessons to be attended, the originally agreed minimum contract term shall be extended by a further 6 months. If, at the customer's request, an existing contract for the category G005 (minimum contract term 5 months) is amended to reduce the agreed weekly lessons to be attended, the originally agreed minimum contract term shall be extended by a further 3 months. If the weekly participation is increased or reduced at the customer's request under an existing contract, the rate valid at the time the contract is amended shall apply.
18. In the event of special campaign tariffs and special offers (e.g. trial month), changes (term, attendance frequency) are not possible.
19. Working closely with the student's parents to promote their child's success is very important to Schülerhilfe. Parent-teacher interviews provide an overview of your child's learning progress and must be actively agreed upon by the customer. Schülerhilfe does not give out information automatically. Likewise, in the event of the student's unexcused absence, Schülerhilfe will not provide any separate information to the parents/guardians. The information letter for parents including the house rules form an integral part of the registration/contract.
20. Any amendments and supplements to the contract/registration as well as all declarations in connection with the contract/registration must be made in writing.
21. In the event that individual provisions of these terms and conditions are invalid or unenforceable in whole or in part, this shall not affect the remaining provisions or their validity and also shall not affect the validity of the contract. The invalid or unenforceable provision shall be replaced with a valid or enforceable provision which comes as close as possible to the economic content of the null and void provision. The same shall apply in the event of an omission. In such a case, Schülerhilfe will replace the invalid provision with a valid provision that most closely corresponds to the invalid provision in economic terms.
22. General equality: In the texts and formulations used, usually only one gender form is employed. All statements made by Schülerhilfe refer to all genders.
23. If events of force majeure or unusual circumstances occur, e.g. official orders/prohibitions, natural disasters, damage/destruction of course rooms, and if courses are cancelled as a result, no refunds of tuition/course fees will be made. Should events of force majeure occur, premature termination of the contract is also precluded.
24. Any course materials and course books for personal use that are handed out by Schülerhilfe are not included in the course price and can be charged separately according to the currently valid tariff.
25. If Schülerhilfe is unable to provide face-to-face tutoring or is prohibited from doing so due to certain situations as a result of unusual circumstances, in the event of force majeure or as a result of government orders and the resulting cancellation of courses, as a substitute service, the courses shall be carried out in the form of equivalent and high-quality online courses / distance learning / e-learning. In these cases, Schülerhilfe is entitled to replace face-to-face lessons with online courses / e-learning. This ensures the best possible tutoring. It means that we can continue to provide our services to the full extent. Instead of on-site lessons, the courses will therefore be held in digital form - as online courses with video conferencing (distance learning, e-learning). In these cases, the provision of the service is not linked to physical personal contact. It is irrelevant to our service whether the parties in question are in a certain place or meet in person. As an alternative, our service can also be offered by telephone or via the internet. In addition to the online course, assignments can also be sent in by email to be corrected.
Materials, learning content and results are distributed via digital media, where information and views can also be exchanged. Distance learning / e-learning is also known as web-based learning, online courses or virtual learning. The media involved include, in particular, the internet, multimedia-based learning content and digital learning platforms. A structured lesson format is also very important for online courses and e-learning. This individual organisation of material is designed to ensure the seamless continuation of our tutoring services. Online tutoring is also a fixed product by Schülerhilfe and can be booked directly where possible and a corresponding course is offered.
26. Schülerhilfe shall only be liable towards customers and registered persons in all cases of contractual and non-contractual liability in the event of intent or gross negligence in accordance with the legal provisions. Where liability on the part of Schülerhilfe can be excluded or limited, this also applies in relation to the personal liability of your staff, employees, colleagues, representatives and assistants.
27. The customer shall be offered changes to these General Terms and Conditions in text form at the latest one month before the proposed coming into effect. The customer's consent to these changes will be deemed to have been given unless the customer makes an objection in writing prior to the proposed coming into effect.
28. Schülerhilfe is neither willing nor obligated to participate in dispute resolution procedures before a consumer arbitration body.
29. The material law of the Republic of Austria applies exclusively.
30. The "Information sheet about the collection, storage, transmission and other processing of personal data" and the "Special regulations for online tutoring" form an integral component of these General Terms and Conditions and each registration/every contract.