

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

1. The tutoring institute Schülerhilfe offers small-group tutoring. 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 are prepared for upcoming school papers and exams in a targeted manner. The professional and proven teaching concept does not only promote the fun of learning but the students' long-term self-confidence as well.
2. 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 terminated by either party by giving two (2) months' notice at the end of a month, subject to compliance with the minimum term. Notice of termination must be made in writing and has to be signed. The date of receipt of the notice of termination by Schülerhilfe is decisive for the period of notice.
3. Tuition is payable in advance by the third working day of each month. The one-off service fee is due at the beginning of the lesson. The agreed tuition is also due for months that have public holidays, vacation days, and closing times. Schülerhilfe is entitled to increase the monthly tuition once by up to 3%, for the first time after 6 months.
4. The minimum term does not end automatically after 3 or up to 24 months, but only after giving written notice of termination, subject to two months' notice. Otherwise, the contract is automatically extended by a further two months. The contract is not dissolved if the student leaves school. Interrupting the contract for whatever reason is generally not permitted.
5. The dates of the lessons are determined by Schülerhilfe. It is possible that a relocation for operational reasons could become necessary. There is no entitlement to a specific teacher.
6. Students who cannot attend classes for important reasons – school appointments, illness, doctor visits, all subject to proof – can receive a substitute lesson in return. These substitute lessons are provided by Schülerhilfe so that the students do not miss out on any teaching, because regularity is important for the student's success. The following rules apply to substitute lessons being granted: Students must cancel their attendance in writing a day before at the latest during office hours (1–7 p.m.) and in the event of illness at short notice no later than by 12.00 p.m. on the day of class. Attendance can only be cancelled by phone, text message or email! The substitute lesson unit must be used within 4 weeks, otherwise it will expire. 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 regular courses cannot be credited towards intensive/block courses or refresher courses. It is not possible to turn the value of the substitute lessons into cash or offset them against current tuition fees. If no cancellation is made, these lessons are deemed to have been completed and the lesson will expire without replacement. 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 6 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. August is a regular teaching month. 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.
7. In the interest of students, parents and Schülerhilfe staff, Schülerhilfe has the right, in the event of improper conduct, to release the student from lessons for that day after being given a warning, without this reducing the payment obligation.
8. 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.
9. For separate rates and/or special offers (such as "5 weg oder Geld zurück" (Get rid of the 5 or get your money back)) 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.
10. 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.
11. Block courses (e.g. holiday courses, make-up courses, intensive 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.
12. 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.
13. 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.
14. If, at the customer's request, the weekly participation is reduced for an existing contract, the originally agreed minimum term of the contract shall begin anew in full on the day the contract was amended. 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.
15. 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.
16. Any amendments and supplements to the contract/registration as well as all declarations in connection with the contract/registration must be made in writing.

# Terms of Registration

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17. In the event that individual provisions of these terms and conditions are invalid in whole or in part, this shall not affect the validity of the contract. 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.
18. General equality: In the texts and formulations used, usually only one gender form is employed. All statements made by Schülerhilfe refer to all genders.
19. Should events of force majeure occur and courses be cancelled as a result, no refunds of school fees/course fees will be made. Should events of force majeure occur, premature termination of the contract is also precluded.
20. 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.
21. If Schülerhilfe is unable to provide face-to-face tutoring or is prohibited from doing so due to certain situations, 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 ongoing tutoring and 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.