

# General Terms and Conditions

Effective as of 1 February 2016

English version



## Art. 1 Application and admission

Musikschule Frankfurt offers music instruction in a variety of lesson forms. More detailed information can be found in the applicable overview of offerings/price list. Applications are to be made by filling out the intended form and submitting it to the Music School's office. A lesson contract under private law only enters into effect once the Music School has confirmed it in writing. Once the lesson contract under private law has been concluded, a one-time admission fee of € 15.00 (at present) will be charged and is due upon initial payment.

## Art. 2 Provision of lessons

The Music School is subject to the holiday conditions of the general education schools in the state of Hessen, including the flexible holidays of the Frankfurt schools (such as *Waldchestag*, the Tuesday after Pentecost, when lessons stop after 12:00 PM).

## Art. 3 Termination

(1) Termination must be made in written form, and can be made by either party as of 31 January and 31 July each year (end of each half of the official year at general schools).

Termination must be received by the Music School management or customer two months in advance at the latest.

(2) During the trial period, termination can be made with a notice period of two weeks as of the end of the month.

The trial period is the first two months as of the first lesson. A change in lessons or instructors will not result in a new trial period.

The contract can be annulled in written form by no later than two weeks prior to the beginning of lessons; after that the standard lesson fees will be charged. The admission fee must be paid in any case.

## Art. 4 Tuition

(1) Tuition for participation in courses will be collected according to the applicable fee structure.

(2) The tuition is an annual fee payable in 12 equal monthly instalments. Fees are exclusively payable via direct debiting. Exemptions from payment via direct debiting can be made in the case of project partners or special offers. The customer authorises Musikschule Frankfurt to withdraw the fees due from his/her account at the beginning of the month. In the case of return debits which the customer is responsible for, Musikschule Frankfurt will charge a processing fee according to the current price list per debit note, unless the customer demonstrates that no losses have been incurred, or were incurred at a significantly lower amount.

Overdue fees will be charged in the event of default on payment. After the second reminder, legal default proceedings will be initiated, which will lead to additional fees.

The annual fee also includes holidays when lessons are not being held.

(3) Increases in tuition require the customer's consent. Consent is deemed to have been granted if the customer does not object to the increase in price within 4 weeks of receiving the notification of the change. Musikschule Frankfurt undertakes to inform the customer of the consequences of neglecting to file an objection upon providing the notification of the change. If the customer objects to the increase in tuition, the contract between the Music School and the customer will end at the beginning of the month in which the tuition was raised.

The customer's claims to repayment will be credited to his/her account and offset against the next payment due, unless the customer instructs otherwise.

## Art. 5 Reimbursement of tuition if lessons are cancelled

(1) The possibility of unforeseeable lesson cancellations was taken into account in calculating the tuition. However, if more than four lessons are cancelled in one school year for reasons which the Music School is responsible for, the tuition will be credited in proportion with any additional cancellations.

(2) Tuition will not be reimbursed for lesson cancellations due to force majeure or orders from public authorities.

Tuition reimbursement may be claimed if a student is ill resulting in at least four consecutive weeks of missed lessons. A physician's report must be submitted to document the illness. The tuition will be credited at 1/12 of the annual fee for each four weeks of missed lessons. Holidays do not count as missed or cancelled lessons.

## Art. 6 Supervision

The Music School's supervision duties only apply during lesson times. These duties begin when the classroom is entered and end when it is departed. There is no separate accident insurance for students.

## Art. 7 Data privacy protection

Musikschule Frankfurt will only collect, process and use individual-related information on customers without further required consent if it is necessary to do so for the establishment and fulfilment of the contract and for billing purposes.

## Art. 8 Special contractual conditions

Special lesson offers may require special contractual arrangements. These arrangements will then replace the corresponding provisions of these terms and conditions.

## Art. 9 Special agreements

The student grants his/her consent to radio and television recordings and broadcasts, as well as to recording on audio and visual media (including reproduction thereof) which are made in connection with Musikschule Frankfurt events and concerts. The student transfers any potential rights which may result from this to the Music School upon acknowledging these terms and conditions.

## Art. 10 Validity of side-agreements

Written applications and verbal side-agreements will only be legally effective if the Music School has confirmed them in writing.

## Art. 11 Severability clause

Should any individual provisions of these General Terms and Conditions be or become invalid (either entirely or in part), this will not affect the legal validity of the remaining provisions.

## Art. 12 Entry into legal effect, expiration

(1) These General Terms and Conditions enter into legal effect on 1 February 2016.

The General Terms and Conditions of 1 August 2010 will expire at the same time.

# Schulgeldtarife, (Jugendtarif)

gültig ab 1. Februar 2016

## neue Tarife



die Unterrichtsgebühr ist ein Jahresbeitrag, zahlbar in 12 Teilbeträgen

### Instrumental- und Vokalunterricht

Hauptfächer	Unterrichtsminuten	Jahresbeitrag (siehe auch 5)	Jahresbeitrag (incl. Aufschlag gem. 4 und 5)
Einzelunterricht	30	€ 732,-- € 61,-- monatlich	€ 951,60 € 79,30 monatlich
Einzelunterricht	45	€ 1.098,-- € 91,50 monatlich	€ 1.427,40 € 118,95 monatlich
2er Gruppe	45	€ 636,-- <sup>2</sup> € 53,-- monatlich <sup>2</sup>	€ 826,80 <sup>2</sup> € 68,90 monatlich <sup>2</sup>
3er Gruppe	45	€ 480,-- <sup>2</sup> € 40,-- monatlich <sup>2</sup>	€ 624,-- <sup>2</sup> € 52,-- monatlich <sup>2</sup>
4er Gruppe	60	€ 480,-- <sup>2</sup> € 40,-- monatlich <sup>2</sup>	€ 624,-- <sup>2</sup> € 52,-- monatlich <sup>2</sup>
5er Gruppe	60	€ 384,-- <sup>2</sup> € 32,-- monatlich <sup>2</sup>	€ 499,20 <sup>2</sup> € 41,60 monatlich <sup>2</sup>
Gruppe ab 6 Teilnehmer/innen (u.a. Brückenkurse – ohne Instrument)	60	€ 372,-- <sup>2</sup> € 31,-- monatlich <sup>2</sup>	€ 483,60 <sup>2</sup> € 40,30 monatlich <sup>2</sup>

### Elementar- und Ergänzungsunterricht

Musikalische Frühförderung (3jährige Kinder)/ Musikalische Früherziehung (4-6 Jahre)/ Musikalische Grundausbildung für Kinder (1.+2. Schuljahr)	60	€ 360,-- € 30,-- monatlich	€ 468,-- € 39,-- monatlich
Eltern-Kind Kurs (Kinder zwischen 12 und 30 Monaten)			
Musikalische Grundausbildung für Erwachsene	60		€ 480,-- € 40,-- monatlich
Instrumentenkarussell (4 Kinder)	45	€ 756,-- € 63,-- monatlich	€ 982,80 € 81,90 monatlich
Orchester, Ensemble, Big Band, Chöre, Musiktheorie und Gehörbildung etc. (Für Schüler und Schülerinnen der Musikschule Frankfurt, die bereits instrumentalen oder vokalen Hauptfachunterricht belegen, sind die Ergänzungsangebote kostenfrei)	Diverse	€ 300,-- € 25,-- monatlich	€ 390 € 32,50 monatlich
Kinderchor	variabel	frei	

Weitere Kurse und Workshops je nach Ausschreibung

1) Bei der Einteilung zum Einzelunterricht haben Kinder und Jugendliche Vorrang!

2) Bei Änderung der Gruppenstärke im Instrumental- und Vokalunterricht ändern sich die Tarife entsprechend der Gebührenordnung

3) Ermäßigungen auf das Schulgeld werden gemäß der geltenden „Tarifermäßigungen“ gewährt

4) Erwachsene, die nicht unter § 2 der „Tarifermäßigungen“ fallen, bzw. nach dem vollendeten 25. Lebensjahr, zahlen einen Aufschlag von 30% auf die genannten (Jugend)Tarife.

5) Für Schülerinnen und Schüler der Musikschule ohne Hauptwohnsitz in Frankfurt gilt grundsätzlich der Erwachsenentarif.

6) Tarife zur Vermietung von Musikinstrumenten siehe „Allgemeine Geschäftsbedingungen zur Vermietung von Musikinstrumenten“

Die Schulgeldtarife treten am 1. Februar 2016 in Kraft.

Gleichzeitig treten die Schulgeldtarife vom 1. August 2014 außer Kraft.

Frankfurt am Main, 2. Oktober 2015

Der Vorstand