

ESFPA Membership General Terms and Conditions

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A. GENERAL PROVISIONS

§ 1

General

The Parents' Association of the European School Frankfurt e.V. ("PA") is committed to the interests of all children at the European School Frankfurt ("ESF"). The PA is a registered non-profit association and the official representative of the parents of children who are students at ESF. The mission of the PA is to create a happy and healthy school environment in which children can flourish and fully develop their academic potential.

The PA achieves its mission in particular through:

- holding, both one-time as well as regular, educational events;
- publishing information about the ESF, life at the ESF and the PA;
- holding events of a festive nature;
- supporting inter-school events and exchange programs between different European schools;
- organizing fund-raising events to support other public benefit purposes and organizations;
- and other activities according to the PA Statutes.

§ 2

Membership, Application Process and Conclusion of Membership Contract

- (1) Membership in the PA is open to the legal guardians of students of the ESF.
- (2) To become a member of the PA ("PA Member"), the legal guardian has to apply for a membership with the PA ("PA Membership") via the PA website.
- (3) The applicant is responsible for providing complete and accurate information in their application form.
- (4) By filling in and submitting the application form, the application for PA Membership is binding. After the successful online application, the applicant will receive an automatically generated confirmation of receipt by email with an overview of the information given during the application process. This confirmation is not a binding acceptance of the application or a conclusion of a contract of membership in the PA. A contract with the PA for a PA Membership is only concluded when the PA confirms the conclusion of the contract to the applicant in writing ("Membership Contract").

§ 3 Payment Terms

- (1) The annual PA membership fee(s) listed on the PA website are binding as the amounts to be paid by the PA Member.
- (2) The fees are calculated per school year and payable at the beginning of each school year.
- (3) The PA will debit the fees for PA Membership from the bank account provided during the application process on the basis of the previously granted SEPA Direct Debit Mandate.
- (4) The PA reserves the right to change the fees. The PA shall notify the PA Member of the change in writing at least two months before the beginning of the month to which the increase first applies. In this event, the contract can be terminated by the PA Member within two weeks from receipt of the notification letter with extraordinary notice at the time when the increase comes into effect.

§ 4 Term of Contract and Termination

- (1) Contracts for PA membership are valid until the end of the school year and are automatically extended for a further school year unless they are terminated within the time frame stipulated in this § 4.
- (2) The PA membership contract can be terminated by the PA member anytime within the school year, with effect for the next school year. Termination of the PA membership contract must be affected via the online application.
- (3) Each party may terminate the contractual relationship without notice for an important reason. For the PA an important reason may consist of the following:
 - a. When the PA Member does not fulfil their payment obligations despite warning;
 - b. In case of other significant offences by the PA Member against the contract;
 - c. In the event of a change of the legal foundation or other circumstances which substantially change the requirements for membership.
- (4) All types of terminations must take place online.

§ 5 Declarations between PA and Legal Guardians

- (1) The contracting PA Member represents the legal guardians of the registered child (or children), both at the time of the conclusion of the contract and during its execution. The PA Member declares and ensures that he or she is authorized to make or receive at all times all declarations for the legal guardians of the registered child.
- (2) Communications from the PA to the PA member shall be sent to the contact details provided in the application.

(3) The contact details of the PA for communications for the PA Member are as follows:

Parents' Association of the European School Frankfurt e.V.
Praunheimer Weg 107
60439 Frankfurt am Main

office@esfparents.org

§ 6 Miscellaneous

- (1) Changes to contracts for PA membership outside of termination periods stipulated in § 4 are subject to the PA's discretion.
- (2) The contracts and general terms and conditions are subject to German law.
- (3) The German versions of all contracts and the general terms and conditions are legally binding.
- (4) Should any provision be or become void, invalid, or unenforceable in whole or in part, the validity and enforceability of all remaining provisions shall not be affected. The void, invalid or unenforceable provisions shall be deemed replaced by the effective and enforceable provisions that most closely approximate the intent and purpose of the void, ineffective or unenforceable provision in terms of subject matter, measure, time, place and scope. The same shall apply to the filling of any gaps in these Terms and Conditions.