

Terms and Conditions

1. General Requirements

Course participants should be of legal age (i.e. 18 years or over). If a course participant is not of legal age, consent of their legal guardian is required.

2. Registration & Confirmation

2.1. Registration for a course at the Sprach & Bildungsinstitut Bonn (hereafter known as S&BI) can be made in person, by telephone or per email. When the participant has filled in and signed the registration form, the agreement comes into effect. The customer therefore agrees to pay the course fee in full before the course start date. A booking confirmation will only be issued after the complete fee has been received by S&BI. On request, a tax invoice can be issued along with the booking confirmation.

2.2. Customers are in principle entitled to withdraw from a course. For more information, see the withdrawal conditions in section 12 of this document.

3. Fees and Payments Conditions

3.1. Part of the the contract are the valid prices at the time of registration.

3.2. The course fee (including a course registration fee of € 45 , or € 195 for registrations requiring a visa) is due in full to S&BI, before the course begins. The payment should be received on the relevant account of S&BI before the course begins. Please specify participant name, course number and course name in the bank transfer.

3.3. Any bank charges related to the payment of course fees are to be paid by the course participant. 3.4. If the course fee is not received by S&BI before the start of the course, the course participant may lose their place in the booked course. S&BI is then entitled to reallocate the place.

3.5. Non-attendance, lateness, early departure, withdrawal from a course, or other reasons for absence (e.g. illness) do not entitle the participant to reimbursement of the course fees.

4. Transfers and Time Credit

A transfer of the services booked (e.g. changing the course date) is possible only in exceptional cases (e.g. failure to obtain a visa through no fault of the participant). This transfer must be made in consultation with st S&BI. The booked course period can then be credited by a teaching time credit. The first (1) transfer is free of charge, with any other transfers incurring a rebooking fee of € 45. The general rule: The booked period is binding. There is therefore no entitlement to extra time credit in case of interruption or premature termination of the course by the participant.

5. Conditions of Withdrawal from a Course

5.1. A course participant can withdraw from the booking of the course in accordance with the following conditions:

- In case of cancellation of up to four (4) weeks before the course start date, S&BI retains an administrative fee of € 55;

- In case of cancellation of up to one (1) week prior to the course start date, S&BI retains 40% of the course fee, or at minimum an administrative fee of € 55;
- In case of cancellation of up to one (1 day) before the course start date, S&BI retains 50% of the course fee, or at minimum an administration fee of € 55;
- After the course start date, S&BI retains 100% of the course fees.

5.2. Course withdrawal must be made in writing (by mail or email) to S&BI. Such notice of withdrawal is effective as of date of receipt at the address of S&BI.

6.Course Schedule

• Minimum and Maximum Participation • Course Hours

6.1. Placement of a participant in a course level is based on a placement test taken on site or on the basis of certificates submitted.

6.2. To run an intensive German language course, a minimum of 5 participants is required, with a maximum of 12 participants. If the minimum number is not reached, the course can still take place, however the teaching units (TU) would then be reduced as follows:

- With 4 participants by 20% (= 4 TU / week less);
- With 3 participants by 40%. (= 8 TU / week less);
- With less than 3 participants a regular intensive course will not be run. Alternatively, the trainer in consultation with the participants can agree on instruction in small groups at increased tuition fees. Terms and Conditions

6.3. In small group classes, such as Conversation and Grammar courses and workshops, the minimum number of participants is 3, with a maximum number of 8 participants.

- With 2 participants, the TU would be reduced by 30%.
- With 1 participant the course will not be run. Alternatively, the trainer in consultation with the participant can agree on private instruction at increased tuition fees. Note: 1 Teaching Unit (TU) = 45 minutes

7. Cancellation of Lessons

• Public Holidays

7.1. S&BI is not liable for failure to perform its contractual obligations (e.g. cancellation of lessons), if this is caused by forces outside the control of S&BI. These include storms and other natural disasters, fire, water, explosion, strikes, demonstrations, or for other reasons outside the responsibility / control of S&BI. If cancellation of lessons is as a result of illness of the teacher, S&BI will provide a replacement teacher or compensate for the missed lesson as soon as possible. Lessons missed through the fault of S&BI are fully reimbursed by time credits. S&BI reserves the right to suspend classes as a result of technical or organisational reasons at short notice. Resulting missed lessons are recorded as time credits.

7.2. On public holidays, Carnival Monday, as well as between Christmas Eve and New Year's Day, S&BI will be closed. Any lessons that fall within these periods will not be substituted with time credits.

8. Obligations of the course participants

8.1. Students are responsible to ensure that they are legally entitled to stay in Germany and that they have any necessary entry and residence permits / visas, bearing any costs incurred themselves.

8.2. Students are responsible for taking out health, accident and liability insurance. S&BI assumes no liability in this area, but can offer support.

8.3. Students must comply with the course and house rules of S&BI.

9. Liability and Jurisdiction

9.1. Students shall be liable for damages caused intentionally or through gross negligence.

9.2. Regarding these terms and conditions and all legal relations between S&BI and the student, the law of the Federal Republic of Germany applies. Place of jurisdiction is Bonn. Terms and Conditions

10. Severability Clause

Should individual clauses of these terms and conditions become invalid, the remaining clauses will not be affected in their content and validity. The invalid clause should be replaced by a legally admissible clause, which comes closest to the intended purpose of the invalid clause.

11. Data Privacy

S&BI collects, processes and uses personal data of the student for the sole purpose of fulfilling the contract with the student. More details about the Privacy Policy are detailed in the Legal Notice ("Impressum") of S&BI, which is hereby explicitly incorporated by reference. Conditions of Revocation Consumers are entitled to the right of revocation from a course under the following conditions; where a consumer is a person who enters into a legal transaction for purposes that can be attributed predominantly neither to commercial nor to independent professional activity:

• *Right of revocation*

The contract can be revoked by the consumer within fourteen days without providing a reason. The withdrawal period shall be **fourteen days** from the date of registration and must be submitted in writing (e.g. by post or e-mail). The consumer needs to clearly state that they wish to withdraw from the contract. In order to comply with the withdrawal period this declaration must be received by S&BI before the end of the withdrawal period.

• *Consequences of revocation*

If the contract is cancelled, S&BI will refund all payments without delay, at the latest within fourteen days from the date of receipt of the notice of withdrawal. If the service booked (the booked course) has already begun during the withdrawal period, a proportionate amount should be paid. This amount is calculated as the share of the services already provided, in comparison to the total amount agreed in the original contract.

• **Exclusion or early termination of the right of revocation** The right expires prematurely, if the contract is completely fulfilled by both parties at the explicit request of the consumer, before you have exercised your right of withdrawal.