

Terms & Conditions

Please read these conditions carefully before you complete the enrollment form!

A. Terms and Conditions

Version dated July 20, 2023

1. Scope of application

These Terms and Conditions (hereinafter referred to as “T&Cs”) apply to all contracts concluded between the Participant (hereinafter referred to as the “Participant” or “he”) and Humboldt-Institut – Verein für Deutsch als Fremdsprache e.V., Schloss Ratzenried, 88260 Argenbühl, legally represented by its Managing Director Lennart GÜthling (hereinafter referred to as the “Association”), info@humboldt-institut.org, Phone: +49 7522 988 0.

2. Conclusion of the contract

(1) Offers of the Association are not legally binding, but merely represent an invitation to the participant to submit an offer.

(2) A contract is generally concluded when the Participant fills out a booking form (offer) and the Association provides written confirmation of the course (acceptance). The Association shall provide the Participant with two options for submitting an offer:

a) The Participant can submit an offer by fully filling out the online booking form. To do this, the Participant should click on the “Book” button on the Association’s website. This will take the Participant to an input mask which will request details of the school/course location, and if necessary, the number of participants, the desired course(s), and the start and end dates of the course, as well as its duration, accommodation, arrival, and departure, along with details of the Participant’s interest in an additional course, an examination, or travel medical insurance for the period in question. While the Participant is filling out the input mask, a non-binding list of costs will be displayed to the right of the selection box, for the sake of transparency and clarity. Once the input form has been fully completed, the Participant will be directed to the “personal details” after they have clicked on the “Next” button. Fields marked as mandatory must be completed by the Participant truthfully and in full. The Participant will be directed to the summary after he has clicked on the “Next” button. In this window, the Participant will be able to view the information he has previously entered and selected, along with these Terms and Conditions. The Participant can amend his information at any time prior to sending off his online booking. However, the proposal can only be submitted and transmitted upon clicking the “Book now” button if the Participant has previously accepted these contractual terms and included them within their proposal by ticking the “I have read and agree to the Terms and Conditions” and by ticking the “I have read and agree to the data privacy statement”. Receipt of the proposal will be confirmed immediately in the form of an email sent by the Association. This email solely serves to confirm receipt of the offer; it does not serve to conclude a binding contract unless the confirmation email explicitly states the acceptance of the contract. The contract shall become valid once it has been reviewed by the Association and confirmed to the Participant via email.

b) Alternatively, the Participant can submit a participation proposal by filling out the PDF booking form in full, whether electronically or by hand, and sending it to the Association by fax, email, or post:

Humboldt-Institut – Verein für Deutsch als Fremdsprache e.V.
Schloss Ratzenried

88260 Argenbühl
Germany
Phone: +49 7522 988 0
Fax: +49 7522 988 988
info@humboldt-institut.org

Once the form has been sent off, the Association will accept the Participant's offer via email, at which point the contract shall enter into force. The Association shall store the respective contractual information and transmit it to the client. The Association can make this information available to the Participant again on request. The contract can be concluded in both German and English.

3. Subject of the contract

(1) The subject of the contract, along with the corresponding scope of services, arises from the underlying offer and respective booking confirmation, as well as these T&Cs. In principle, the Association offers German-language courses for children, young people, adults, executives, and groups on the basis of each participant's existing skill level. A placement test will be held upon arrival to check the skill level stated. The Association will decide upon the Participant's placement on the basis of this result. The Participant can also choose between intensive courses, one-to-one intensive courses, part-time courses and courses tailored to their degree, schooling or career.

(2) In addition to the language courses, the Association provides Participants with additional fee-based offerings, whether by itself or in collaboration with third parties, such as accommodation and meals for the duration of the language course, exams, transfer from/to the airport or train station on the day of arrival and/or departure, or the option to take out a travel medical insurance policy. In addition, the Participant can book additional fee-based offerings such as horse riding, tennis, sailing, skiing, and similar contractual services through the Association.

4. Payment terms

(1) The costs depend on the particular contract concluded between the contracting parties.

(2) The Participant must pay a deposit of 200 euros without delay upon receipt of the confirmation and invoice. The remaining amount of the agreed costs is due four weeks before the start of the course, at the latest.

(3) If a course lasts for 10 weeks or more (a long-term course), the fees for the first 10 weeks are due four weeks before the beginning of the course, at the latest. The remaining amount may be paid in installments upon agreement.

(4) Payment must be made to one of the following bank accounts, with no fees to be incurred by the recipient:

Bank: UniCredit Bank AG, 70173 Stuttgart
Account holder: Humboldt-Institut e.V.
IBAN: DE87 6002 0290 0008 4280 00
BIC: HYVE DEMM 473

or

Bank: Volksbank Ulm-Biberach eG, 89073 Ulm
Account holder: Humboldt-Institut e.V.
IBAN: DE66 6309 0100 0211 8630 09
BIC: ULMV DE66 XXX

5. Cancellation by the Participant before the beginning of the course

(1) The Association must be notified of the Participant's cancellation by fax, registered mail or email.

(2) The Participant shall incur the following costs as a result of their cancellation:

a) more than four weeks prior to the beginning of the course, the cancellation fee is EUR 50.00

b) more than 14 days prior to the beginning of the course, the cancellation fee is EUR 200.00

c) after this point, the cancellation fee is EUR 500.00

d) in the event of non-attendance, the full price (pursuant to the booking confirmation) will be due, albeit limited to the amount due for a four-week course (full regular fee), including additional services as originally booked.

(3) The Participant shall be permitted to provide evidence that the damages incurred in the respective case are less than the fixed-rate sum, or that no damages have been incurred at all.

(4) Fee-based additional offerings booked by the Participant, such as horse riding, tennis, sailing, skiing and similar, can be canceled free of charge until the Wednesday before arrival, at the latest. After this point, it is not possible for these costs to be refunded.

(5) Examinations are subject to special cancellation conditions, which are determined by the Association's cooperation partner. The cancellation conditions currently valid can be found on the websites www.telc.net (Telc gGmbH) and www.testdaf.de, as well as www.testas.de (both Gesellschaft für Akademische Studienvorbereitung und Testentwicklung e. V.).

(6) The Association recommends that the Participant takes out a travel cancellation insurance policy so that the amount paid will be refunded to the Participant in the event of illness, for example.

6. Termination by the Participant after the course has commenced

(1) The Participant may terminate a course ahead of time, abiding by a 4-week notice period, by giving notice of termination via fax, registered mail or email. The contractual relationship shall end 4 weeks after the termination of the contract, at the latest.

(2) A long-term course lasting 10 weeks or more, and provided at reduced course fees, cannot be terminated by the Participant prior to the end of the first 10 weeks.

7. Warranty

(1) Statutory warranty regulations apply.

(2) Complaints must be communicated to the Association immediately, either by email to info@humboldt-institut.org or by post to the address stated under section 1.

(3) Fees will not be refunded if the Participant is absent during a course. The Association is not obliged to make up for the Participant's absence by extending the course in any way.

(4) The Association is entitled to cancel the language course if an instructor drops out, provided that no qualified substitute instructor is available. In these cases, the Participant may claim

reimbursement of their costs, commensurate with the extent of the instructor's unavailability. The reimbursement only applies to services regarding which the Association is a contracting party.

(5) The Association is entitled to cancel the language course for a reason for which the Association is not responsible (force majeure). In this instance, the Participant is not entitled to a reimbursement of costs.

8. Course conditions

(1) The course regulations are to be observed by all Participants.

(2) The course director can exclude a Participant from the course if he violates the course regulations. Pro rata reimbursement of course fees will only be issued for course periods that continue for more than than four weeks after the student has been excluded. In the case of a long-term course, section 6 applies accordingly.

(3) No course materials issued by the Association may be reproduced by the Participant. Passing course documents on to third parties, whether in the form of originals or copies, is prohibited. The Association reserves the right to prosecute in the event of copyright infringements.

9. Duty of care/parental responsibility

For the duration of the language course, the board and the managing director of the Association, or an employee authorized by them, shall assume the duty of care for underage Participants, i.e. assume the rights and duties encompassed by parental responsibility.

10. Liability and insurance

(1) The Participant always takes part in the courses offered by the Association and other activities at their own risk.

(2) The Association strives to render its services in a proper manner. If the Participant nevertheless raises a claim, then only the course fee shall be reduced pro rata. Liability is limited to the repayment of course fees. Claims for damages on the part of the Participant due to injury to life, limb, health or the violation of essential contractual obligations (cardinal obligations), as well as liability for other damages based on an intentional or grossly negligent breach of duty on the part of the Association, shall be excepted from this. Significant contractual obligations are contractual obligations that must be fulfilled for the purpose of the contract to be achieved.

(3) The Association is not liable for impossibility to render the service or that there are delays in rendering the service, if the same were caused by force majeure or other events that could not be foreseen at the time of the conclusion of the contract, such as business disruptions, transport delays, and strikes, for which the Association is not responsible.

(4) The provisions of section 10 also apply to the Association's legal representatives/vicarious agents.

(5) Any damages incurred must be reported to the Association or the respective institute management without delay.

11. Online dispute resolution for consumers (section 13 German Civil Code) and attendance before consumer arbitration boards

(1) The EU Commission provides a platform for online dispute resolution on its website, available via the following link: <http://ec.europa.eu/consumers/odr> This platform is designed for the out-of-

court settlement of disputes arising from online purchase contracts or online service contracts in which a consumer participates as a buyer or an individual entitled to receive services.

(2) The Association is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards. If it should become obligatory for the Association to participate in such proceedings, it shall inform the consumer of this without delay.

12. Data protection

The Association processes personal data exclusively for the purpose of performing the contractual relationship with the Participant (Art. 6 para 1(b) GDPR).

13. Final provisions

(1) If the Participant is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Association's place of business in Argenbühl. In this case, the law of the Federal Republic of Germany shall apply exclusively.

(2) The version of the T&Cs valid at the time the contract is concluded shall be binding.

(3) Any terms and conditions of the Participant that conflict with these Terms and Conditions are explicitly rejected.

(4) Deviations from these T&Cs, as well as from any offer, must be made in writing to be effective.

(5) The Association reserves the right to change these T&Cs at any time.