

General Business Terms and Conditions (AGB)

1. Scope of application

The terms and conditions apply to all educational courses offered by Vivat Lingua! Sprachtrainingsprogramme GmbH (hereafter referred to as VL) with the exception of specific offers advertised separately.

2. Registration/Confirmation/Receipt/Exclusion

Registration can be made in person, by e-mail, or online. Registration will be confirmed in writing by VL. In all cases, registration is binding and payment of the course fees to VL is obligatory. Registration constitutes a contract between participants/organizations and VL. The general terms and conditions of business are an integral part of this contract. VL processes applications in chronological order. Notification will be given for any course changes. VL reserves the right to deny a registration if the participant/company does not accept the company ethical fundamental ideas of equality and fairness. Furthermore, participants can be excluded from the class if they pose a health risk to the other participants. Course fees cannot be reimbursed in cases of absence due to illness.

3. Fees/Discounts

The costs of course books and materials are not included in the course fees (if no other specification is given in the course description). Details of discounts can be found in the category Course Fees. For all discounts, the appropriate confirmation must be provided before the payment of course fees. Generally, only one discount per participant is possible. Participation in the course is only permitted if the course fee is credited to VL before the start of the course.

4. Minimum number of participants

The minimum number of participants for the courses can be found on the VL homepage. If there are too few participants, VL can/will offer an alternative solution.

5. Certificate of Attendance

Attendance certificates will be sent upon request within 12 months after the end of the course if regular attendance (80%) is achieved. A renewed and/or deferred issuance is possible subject to a prepaid administration fee of 25.-€.

6. Withdrawal

- a) VL may withdraw from the contract due to lack of participation, absence of a VL team member or other reasons beyond VL's control. In such cases, VL will refund any payments already made. Any further claims against VL are excluded.
- b) If a registered participant wishes to withdraw from the course, they must do so in writing. Justification is not required. If the participant is unable to attend the course, the following charges (based on a sliding scale) apply:
 - Up to 14 days before the course begins, 25% of the course fee will be charged.
 - Up to 5 days before the course begins, 50% of the course fee will be charged.
 - Up to 3 days before the course begins, 75% of the course fee will be charged.
 - Up to 24 hours before the course begins, 100% of the course fee will be charged.
- c) A cancellation of the registration for telc language examinations is not possible after the examination fee has been paid.
- d) Withdrawal of language packages: If a language package is ended before the actual number of training sessions is reached, VL will charge the fee based on the price without a package plus a 25€ administration fee

7. One-on-one training courses and partner training courses

a) Course postponements are permitted by prior arrangement only. Existing arrangements can be postponed up to 24 hours before the start of the course. VL charges for any appointments cancelled at short notice (less than 24 hours).

8. Liability

The liability of VL is restricted to culpable negligence and intention. According to § 276, 278 BGB ((German Civil Code), vicarious liability is excluded, unless otherwise provided by law. VL does not accept liability for accidents that occur during lessons/seminars/workshops, on the way to and from classrooms, or for the damage or loss of any personal items (including the cloakroom).

VL only accepts liability for cases of intent and gross negligence. In such cases, the liability is limited to the maximum of the fee agreed. Liability for consequential damages is excluded.

VL reserves the right to make necessary changes to details given in the course description, in particular the engagement of a substitute teacher. VL is not liable for errors, fee changes or mistakes in print.

9. Copyright

Video, audio and photographic recordings are only permitted at VL after consultation. Distributed/emailed course material may not be copied/forwarded without permission from VL. Due to copyright and data protection, VL does not make any recordings during our online trainings.

10. Data privacy protection

VL collects data from course participants /organizations in order to process a course registration. This also includes personal details. VL deals confidentially and responsibly with personal data within the framework of the applicable data privacy laws. Course participants' personal and non-anonymized data are only accessible to authorized staff at VL provided that these data are needed to process the registration. In order to facilitate the registration for a following course, the collected data will only be deleted after a period of maximum 9 years. If participants/organizations request an earlier deletion of data, this can only be accomplished upon request to the management at VL. Data will only be transferred to third parties upon registration for the telc or Test DaF exam.

In this case, only data relevant for the registration will be securely transferred by VL to the responsible institution. The data can be viewed upon request.

11. Miscellaneous

The validity of all previous terms and conditions have been replaced with the announcement of these terms and conditions. If these terms and conditions have not become an integral part of the contract in full, in part, or remain ineffective, the rest of the contract remains effective.

Tuebingen, 30th September 2024