

General Business Terms and Conditions (AGB)

1. Scope of application

These 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 registration if the participant/organization does not accept the company ethical fundamental values 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 maximum number of participants in our German classes is capped at 12 and in our other foreign language courses (as of April 2026) 10 participants. If there are not enough registrations, thus rendering the course unprofitable for VL, then an alternative solution will be offered.

5. Certificate of Attendance/receipt of payment

Attendance certificates will be sent upon request within 12 months of the end of the course if regular attendance (80%) is achieved. A renewed and/or deferred issuance is possible and subject to a prepaid administration fee of 25.-€. We can provide a free receipt of payment within six months of payment. Any duplicates or receipts issued after the six-month window is possible for 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 terminated before the actual number of training sessions is reached, VL will charge a fee based on pricing without a package and a 25€ administration fee
- e) Special termination rights: Only valid for measures (courses) funded by the job centre. Participants who participate in a job centre-funded course (AZAV measure/education voucher/Qualification Opportunities Act) may, as an exception, cancel their contract without notice if they find a job, self-employed work, training or an apprenticeship during the course that prevents them from continuing. Any job must be proven immediately.

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 72 hours before the start of the arranged time. VL charges 100% for any appointments cancelled at short notice (less than 72 hours).

8. Liability

VL's liability 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 from 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 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 up to 9 years. If participants/organizations request an earlier deletion of data, this can only be accomplished upon request to management at VL. Data will only be transferred to third parties in cases such as 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 are replaced by 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.