

General Business Terms and Conditions (AGB)

1. Registration/Confirmation/Receipt

The terms and conditions apply to all educational courses offered by Vivat Lingua Sprachtrainingsprogramme with the exception of specific offers advertised separately.

Registration can be made in person, by letter, by e-mail, or online. Registration will be confirmed in writing. In all cases, registration is binding and payment of the course fees is obligatory to **Vivat Lingua! Sprachtrainingsprogramme**. In case of registration, a contract exists between the participant/company and Vivat Lingua!. The general terms and conditions of business are an integral part of this contract. Registrations will be taken and dealt with in chronological order. Notification will be given for any course changes.

Vivat Lingua! Sprachtrainingsprogramme reserves the right to deny a registration if the participant/company does not accept the 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.

2. 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). Compact offers will be handled separately.

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. Only one discount per participant is possible. The course fee has to be paid before the start of the course.

3. Minimum number of participants

German Courses will only take place with a minimum of 6 participants (at full course fee) for trimester courses and 8 participants (at full course fee) for intensive courses – except for those courses where otherwise specified.

Other language courses will only take place with a minimum of 5 participants (at full course fee) for trimester courses and 8 participants (at full course fee) for intensive courses – except for those courses where otherwise specified. In exceptional cases, courses with lower participant numbers can go ahead. In addition, the deficit course fees must either be added to the fees of those participating or the lesson times of courses with more than 9 appointments must be shortened.

4. Certificate of Attendance

Certificates of Attendance will be sent within 12 months or handed out after the end of each course at the request of regular course participants (minimum of 80% attendance). For the renewed or later issue of a certificate, an administration fee of €25.- will be charged beforehand.

5. Withdrawal

- a) **Vivat Lingua! Sprachtrainingsprogramme** can withdraw from a contract in the case of a lack of attendance, the dropping out of a course instructor, or any other reasons beyond our control. In such cases, all down payments/payments made in advance will be reimbursed. Further claims against **Vivat Lingua! Sprachtrainingsprogramme** are excluded.
- b) If a **registered participant** wishes to withdraw from a course, (s)he must notify **Vivat Lingua! Sprachtrainingsprogramme** in writing (or via fax/e-mail). No reason must be given.
If a participant is unable to take part in a course, the following time-graded contributions will be retained:
 - 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, we will charge the fee based on the price without a package.

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

It is possible to postpone a course only through arrangement. Confirmed language trainings can be postponed up to 24 hours before the arranged appointment. Training courses which are cancelled at short notice (less than 24 hours) will be charged at the full amount.

7. Liability

The liability of **Vivat Lingua! Sprachtrainingsprogramme** is limited by culpable negligence and intention. According to § 276, 278 BGB, vicarious liability is excluded, as long as there are no opposing legal regulations. **Vivat Lingua! Sprachtrainingsprogramme** 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 personal items (including the cloakroom).

Vivat Lingua! Sprachtrainingsprogramme only accepts liability for cases of intent and gross negligence. In that case, the liability is limited to the maximum of the fee agreed. Liability for consequential damages shall be excluded.

Vivat Lingua! Sprachtrainingsprogramme holds the right to make necessary changes to details given in the course description, in particular the adoption of a substitute teacher.

Liability cannot be incurred for errors, fee changes or mistakes in print.

8. Copyright

Photography and tape recording in the classroom are only possible after consultation with **Vivat Lingua! Sprachtrainingsprogramme**. Distributed teaching material may not be copied or reproduced without the consent of **Vivat Lingua! Sprachtrainingsprogramme**.

9. Data privacy protection

Vivat Lingua! Sprachtrainingsprogramme collects data from course participants in order to process the course registration. This also includes personal details. Vivat Lingua! Sprachtrainingsprogramme deals confidentially and responsibly with personal data within the framework of the applicable data privacy laws. Course participants' personal and non-anonymised data are only accessible to authorized staff at Vivat Lingua! Sprachtrainingsprogramme 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. Should a course participant concerned request an earlier deletion of data, an application must be initiated by the affected person. This application for deletion of personal data is to be sent to Vivat Lingua! Sprachtrainingsprogramme. Generally, data will not be transferred to third parties. Data will only be transferred to third parties if you registered for the telc or Test DaF exam.

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

10. 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.