

Terms and Conditions of the Euro District Language School (EDLS)
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1. Validity

Upon registration for a language course at the Euro District Language School (herein EDLS), the language student shall accept the Terms and Conditions valid at the time of registration. These shall apply to registration for language courses taught in groups as well as for company courses and individual instruction.

Both the language student and EDLS shall agree to abide by the Terms and Conditions.

2. Class period

A class period is 45 minutes.

2.1. In the case of individual instruction, a teaching unit can be 45 minutes, 60 minutes, 90 minutes or 120 minutes, depending on the selected rate and available appointments.

2.2. In the case of company courses, the length of the teaching units can be negotiated with EDLS. For this purpose, an individual quote must be requested.

3. Number of participants in the language courses

3.1. The minimum number of participants for the language courses offered is 5 persons. Exceptions are individual instruction as well as company courses. In the case of fewer than 5 participants or registrations per course, EDLS can cancel the language course or end it ahead of schedule, as the case may be. The participants shall have the option of using payments already made for an alternative language course or of receiving a refund. It is not possible to assert a claim for damages from EDLS.

3.2. The maximum number of participants for the language courses offered is 15 persons. It may be exceeded for a short period of time for persons who take part in a one-time trial course.

3.3. In the case of language courses which take place outside the premises of EDLS (e.g. company courses), the maximum number of participants is not binding.

4. Registration

Enrolment in a language course or for individual instruction must be completed in writing and in sufficient time before the start of the lessons, and can be done online, via e-mail, fax or letter. Registration forms are available on the website www.edls.eu for downloading or printing. The contract is binding when EDLS has accepted the registration and has informed the participant thereof.

4.1. No one has a right to be admitted.

After the receipt and careful examination of the registration, EDLS reserves the right to reject it without giving reasons. It may be the case that registrations submitted on short notice cannot be considered. It is not possible to assert a claim for damages from EDLS.

4.2. Participants must be at least 16 years old to register for a course. Language students not of legal age need the signature of a parent or legal guardian. The language courses offered by EDLS are not a substitute for the compulsory school attendance regulations effective in Germany.

5. Duration of participation

5.1. For language courses:

The course participant shall enrol for the entire duration of the language course. Registrations which are shorter in time than the entire scheduled length of the course may be approved by EDLS.

5.2. For individual instruction:

The duration of participation for individual instruction can be agreed upon after consultation with EDLS.

6. Extension of participation

After consultation with the head of the Language School, each properly enrolled language student shall have the option of extending his participation in the language course.

- 6.1. After finishing the language course which was booked, the participant shall have the possibility of attending the next higher course level. For this, it is necessary for the language student to give two weeks' notice. The extension shall be confirmed by EDLS. It is not necessary to re-register. In the case of an extension, the attendance fees shall be calculated on the basis of the price list in effect. Thus, it shall be ensured that the language student does not fall back in the fee scale.
- 6.2. EDLS is not obligated to hold a place in the following course for a participant or to extend his participation.

7. Participant's absence from lessons

- 7.1. The head of the Language School must be notified without delay with regard to days absent. Notification shall be made, without further request, by e-mail, fax, letter or telephone.
- 7.2. In the event of illness with a resulting absence of at least 14 days, the participant shall be granted compensation or a refund. A doctor's report must be submitted without further request.
- 7.3. Neither compensation nor a refund shall be granted for lessons missed or not attended by the course participant.
- 7.4. If at the beginning of the course (group instruction or individual instruction) the participant(s) has/have failed to arrive, the EDLS instructor shall merely wait for 20 minutes.

8. Change of course time / Course cancellation by EDLS

- 8.1. In the event of a course cancellation, EDLS shall make an effort to make up the lesson at a time determined by the Language School (also evenings or Saturdays). Public holidays are an exception to this rule. For these days, no alternative lesson times are scheduled.
- 8.2. EDLS reserves the right to change the course time at short notice, and to end the course ahead of schedule if the number of participants falls below the necessary minimum. Instructors can be replaced by substitutes without prior notice.

9. Language examinations

If language examinations are offered, they are subject to separate examination regulations. There exists no possibility of asserting a guarantee claim, even for the examination preparation courses conducted by EDLS.

10. Instruction fees

The price list is part of the Terms and Conditions.

- 10.1. The instruction fees for group language courses are expressed in terms of weeks and are subject to a fee scale determined by EDLS. Subtracting individual days (e.g. absent days, public holidays) is not allowed.
- 10.2. In exceptional cases, a half-day trial course can be granted by EDLS. This course serves as an orientation and may help to determine the knowledge level of the participant. It takes place once. As a rule, the participant shall be invoiced for the trial course at the time of enrolment. The participant has no right to a free trial course.
- 10.3. Instructional materials (course books) are not included in the course fees. If desired, they can be purchased through the Language School.
- 10.4. There is no VAT added to the fees. The language courses offered are exempted from the VAT in accordance with §4 No.21 a) bb) VAT code.

11. Terms of payment

Upon examination and acceptance of the registration, the participant receives an invoice for the entire period of the course.

- 11.1. **Registration fee:** For each participant in the group and company courses, a one-time fee of 40.00 € is due upon registration. No enrolment fee will be charged for individual courses.
- 11.2. **Initial payment:** For the group language courses, advance payment of 40.00 EUR shall be made without delay upon receiving the invoice. In the case of individual instruction, the total amount must be paid in advance.
- 11.3. **Payment of the balance:** Payment of the balance shall be made not later than on the first day of instruction. It shall be paid without special request.
- 11.4. **Payment by instalments:** After prior consultation with EDLS, partial payments are possible for a course participation length of more than 6 weeks. For participants with individual instruction as well as company courses, payment by instalments is not offered. For language students who need a visa for the Federal Republic of Germany in order to participate in a language course, payment by instalments cannot be offered due to legal regulations regarding aliens.
- 11.5. **Means of payment:** The following are accepted: cash, bank transfers and cheques.

In the case of default of payment, EDLS reserves the right to employ a debt collection agency. Costs thereby incurred shall be borne by the language student. Late or incomplete payments can lead to immediate exclusion from the lessons. EDLS is not obligated to hold a place for the language student in a language course or to reserve dates for individual instruction.

12. Terms of giving notice of termination

Please note the terms of giving notice of termination described separately for individual instruction and for participants who require a visa.

- 12.1. By the participant
Before the start of the course: Up to 7 days before the start of the course, there are no cancellation fees. The enrolment fee is not refundable. Advance payments on course fees already made shall be refunded. Fewer than 7 days before the course begins, there is an administrative fee of 40.00 EUR. This shall be collected or deducted from advance payments already made.
After the start of the course: In the event of failing to arrive for the course or ending the course ahead of schedule, 50% of the remaining course fees shall be refunded. In this case, the remaining participation time must be at least one week. Only entire course weeks can be refunded, not individual days. The registration fee, costs for instructional materials as well as costs for insurance policies taken out by the participant shall not be refunded.
- 12.2. By EDLS
Before the start of the course: EDLS reserves the right to reject a registration for course participation without giving reasons. Advance payments already received shall be completely refunded.
After the start of the course: In the event of the late payment of course fees, unexcused absence from the lessons, frequent tardiness or other misconduct, EDLS reserves the right to rescind the contract and to bar the participant from instruction irrevocably and without prior notice. A refund or a claim for compensation from EDLS is not possible.
- 12.3. A refund is not possible in the event of a notice of termination for courses which have been reduced in price (discounts, special offers).

13. Special points with regard to individual instruction

- 13.1. **Making appointments**
Appointments for individual instruction can only be arranged by agreement. It rests with EDLS alone to make appointments.
- 13.2. **Cancelling appointments / Changing appointments**

By the language student: Arranged appointments must be cancelled or rescheduled, as the case may be, at least 24 hours in advance. In the case of arranged appointments which are preceded by a Sunday or holiday, notification of the cancellation or change of appointment must be given no later than 6 p.m. on the last prior work day. The cancellation of an appointment via e-mail, fax or by phone shall be considered to be received when it has been confirmed orally, in writing or via fax/e-mail by EDLS. Appointments cancelled late, or not at all, shall neither be refunded nor can they be made up at a later date.

By EDLS: Should the Language School have to cancel an arranged appointment, the participant shall be offered an alternative appointment or the payments already made shall be refunded.

13.3. **Terms of payment**

Individual instruction must be paid in advance.

14. Special points for participants who require a visa

14.1. **Registration**

After the receipt and careful examination of the registration, the participant shall be charged for the entire duration of the language course and for accommodation. After the receipt of payment of the entire amount, a confirmation of registration and a letter of invitation shall be issued for submission to the German Diplomatic Mission. The costs of a possible express delivery as well as bank fees incurred by EDLS shall be charged to the participant.

14.2. **Visa application**

Valid health insurance is absolutely necessary for a language-learning stay in Germany. At the request of the participant, EDLS can be of help in taking out an insurance policy for language students.

There shall be no guarantee of any kind for a successful visa application or, as the case may be, application for the issuance of a residence permit. The issuance rests solely with the German Diplomatic Mission abroad or the local Aliens Authority.

EDLS has no influence on the processing time for the visa application.

If the visa application is rejected, EDLS guarantees that the payments made less the bank fees, possible costs for express delivery and an administrative fee of 40.00 EUR will be transferred back. The rejection must be documented by an official letter of notification ("notice of rejection"), otherwise a refund cannot be claimed.

14.3. **Beginning of the course**

Due to delays with regard to the visa application, a participant may arrive late for the course. It is not possible to receive credit for missed lessons.

14.4. **Giving notice of termination**

Before the start of the course: In order to prevent possible abuse, giving notice of termination before the start of the course is only possible so long as the participant has not been provided with the Language School documents (confirmation of registration, letter of invitation, etc.) relevant for the visa application.

Up until 14 days before the start of the course, there are no cancellation fees for the participant. The enrolment fee is not refundable. Payments already made less the bank fees shall be refunded.

Fewer than 14 days before the start of the course, the course participant shall pay an administrative fee of 40.00 EUR. Payments already made less the bank fees shall be refunded.

After the start of the course: The sole refund consists in 80 % of payments made for accommodation costs. Course fees, registration fee, insurance policies taken out for the language-learning stay and costs for instructional materials shall not be refunded.

In the event of ending the language course ahead of schedule, the local Aliens Authority shall be promptly informed about the student's leaving the course.

14.5. **Absence from lessons**

For participants who require a visa, unexcused absence from lessons or irregular attendance or any other actions which are inconsistent with the purpose of a language-learning stay shall be reported to the local Aliens Authority. This can have as a result the immediate expiry of the visa or, as the case may be, of the residence permit, culminating in deportation from Germany.

15. Accommodation

If, in addition to enrolment, accommodation in lodgings offered by EDLS is also desired, a rental contract should be signed with the landlord in question. EDLS shall serve hereby only as an intermediary. The house rules, which are a part of the rental contract, are binding. They shall be handed out to the renter upon signing the contract.

In the event that notification of termination of the lodgings is given before the start of the rental period, there are no costs for the language student. Advance payments already made shall be refunded. No refund of paid rent is possible after the start of the rent period.

In the case of accommodation in lodgings arranged through EDLS, repeated disregard of the house rules can lead to the immediate end of the rental agreement. This can result in being barred from lessons.

Rules regarding accommodation in a host family's home can only be made between the participant and the host family. It is not possible to assert a claim for damages from EDLS.

16. Activities

The participant does not have a right to leisure time activities organized by EDLS. EDLS alone shall make decisions with regard to the type, implementation and regularity of the activities offered. EDLS reserves the right to charge a fee for extracurricular activities. Language students have the option of taking part in such activities.

17. Liability on the part of EDLS

- 17.1. It is not possible for the language student to assert a claim for damages from EDLS, irrespective of legal basis (especially claims based on the violation of contractual accessory obligations, default, impossibility, tort). EDLS shall assume no liability for its course participants in circumstances of force majeure and in matters involving the actions of other course participants.
- 17.2. EDLS has taken out a liability insurance policy. EDLS shall assume no liability for the loss or theft of the individual course participant's personal belongings. Therefore, it is recommended that the participant take out his own insurance policy.
- 17.3. EDLS liability shall not be excluded insofar as the cause of the damage is based on intent or gross negligence on the part of EDLS, its legal representatives or vicarious agents. This is also true insofar as damage resulting from negligent injury to life, body or health through EDLS, its legal representatives or vicarious agents is concerned. Likewise, liability shall not be excluded in the case of a guarantee given by EDLS, insofar as a violation of an obligation contained therein shall cause liability by EDLS to become effective.
- 17.4. Liability shall not be excluded insofar as a significant contractual obligation has been negligently violated, but it shall be limited to damage foreseeable and inherent to this type of contract. A guarantee or warranty within the meaning of liability intensification or a special obligation to assume liabilities shall only be considered to be issued if the terms "guarantee" and "warranty" have been explicitly stated.

18. Data privacy

Data collected from the participant shall only be used by EDLS for in-house purposes. Disclosure to third parties shall be excluded. Exempted from this are enrolments of participants who require a visa. Due to legal regulations regarding aliens, data may be forwarded to the German Mission abroad (embassy, consulate), or as the case may be, to the local Aliens Authority.

19. Partial invalidity

The invalidity of individual provisions shall not result in the invalidity of the entire contract.

20. Applicable law

This agreement shall be covered by the law of the Federal Republic of Germany. Place of jurisdiction shall be Kehl.