

# GENERAL TERMS AND CONDITIONS AND CUSTOMER INFORMATION

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 München, Germany ("Goethe-Institut" or "We") for course and exam bookings and for the purchase of goods

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## 1. SCOPE

The following General Terms and Conditions ("GTCs") shall apply to all contract relations between Goethe-Institut and consumers or entrepreneurs ("Clients", "Course Participants", "Examinees" or "You") relating to goods and services provided for a fee by Goethe-Institut (purchases of goods, bookings of distance learning and residential courses and exams). For purposes of using the free services offered on the goethe.de website, our [Terms of Use](#) shall apply. Where the entrepreneur uses general terms and conditions which contradict or go beyond these, We hereby object to their application; such general terms and conditions shall only become incorporated into the parties' contract if We have expressly consented to them.

## 2. FORMATION OF CONTRACT

### *a. Formation of contract via our website*

By placing products (courses, exams and goods) on our website, we are deemed to make a binding offer to enter into contracts for such items. You may correct your entries at any time before placing a binding order by using the correction aids provided to you and explained in the course of the order process. The contract is formed when you click on the order button, which constitutes your acceptance of our offer of the products contained in your basket. Immediately after sending your order, you will once again receive a confirmation by email.

The languages in which the contracts may be concluded are

- for residential courses and exams within Germany: German, English, French, Italian, Spanish
- for residential courses, exams and locally organised online courses in EU countries: German and the local language
- for online and residential in-service teacher training courses: German
- for distance learning courses: (with the exception of online in-service teacher training courses) German, English

We will store the text of the contract and forward your order data and our GTCs by email. For security reasons, you will no longer be able to access the text of the contract via the internet.

### *b. Contract conclusion from outside our website*

You can also sign up for our courses and exams using our registration form. These registration forms are available from your local Goethe-Institut or via the internet. In the registration form or in the product description on the internet, you will find detailed information on the specific registration options open to you.

#### *(1) Contract conclusion by fax or postal mail*

If the particular registration option is available, you may return the completed registration form by fax or postal mail to the respective recipient identified in the registration form.

Your local Goethe-Institut will decide on your application. The current course or examination dates and registration deadlines can be found in the registration forms or in the product description on the internet. Only those applications will be considered that are received in due form and time and if sufficient places are available. As a rule, this is based on the chronological order in which the applications arrive.

You will be notified in writing of the decision on admittance within five days after we have received your registration form. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

#### *(2) Contract conclusion by e-mail*

If the particular registration option is available, you may return the completed registration form by e-mail to the respective recipient identified in the registration form.

By sending us the completed registration form, you submit a legally binding offer to conclude a contract for the product. You will be notified in writing of the decision on admittance within five days after we have received your registration form. In the case of admission, the contract is thereby concluded. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

Paragraph 2 b. (1) Subsection 2 shall apply accordingly.

### 3. PROVISIO

The contract is subject to the proviso that

- in respect of all courses: the details set forth in your order correspond to the admission prerequisites specified on our website and You have reached the minimum age referenced in the product description as of the date the course commences;
- in the case of group courses and group exams, the minimum course participant number indicated in the product description is reached;
- the placement test, if required in the product description, is completed in time;
- with regard to examinations: the student meets the Prerequisites for Participation set out in Section 3 of the applicable [Exam Guidelines](#) of the Goethe-Institut;
- with regard to child and youth courses: the registration has been made exclusively by the legal representative(s) as contractual partner(s) and that all necessary declarations and/or consents have been submitted to the Goethe-Institut in text form (e.g., by e-mail or fax) after registration.

If a contract is not concluded due to a proviso, the course or examination fee will be refunded.

### 4. PRICES

In respect of **courses and exams**, the prices referenced on our website at the time of registration shall apply.

In addition to the prices of **goods** indicated by us, there may also be shipping costs added. More precise details as to the amount of shipping costs may be found together with the products.

### 5. PAYMENT

Payment may be made using the methods of payment indicated on our website no later than at the time of initiating the order process. You select your method of payment for each individual order. Clients have no entitlement to use any particular method of payment.

### 6. SPECIAL TERMS AND CONDITIONS FOR PARTICIPATION IN COURSES AND EXAMS

#### *a. Course groups*

The individual course groups require a minimum number of participants, which is specified in the respective product description. Assignment to a course level and course group is based on a placement test, if required in the product description. After completing the course booking, the access code for the placement test will be sent to the course participant. The placement test must be completed within a certain period of time, which is specified in the product description.

The contract is subject to the condition that the minimum number of participants is reached and that the placement test, if required, is completed in time; see Paragraph 3 Clause 2.

#### *b. Booking changes and cancellations in the case of residential courses and exams*

Notwithstanding your statutory [right of cancellation](#), the following applies:

Changes to bookings for a residential course (e.g. change of course dates) is permitted only in exceptional cases, with the consent of Goethe-Institut. A contribution towards costs in the following amount is collected for each booking change, unless otherwise agreed:

### Fee for booking change

<i>Residential courses outside Germany</i>	5% of course fee
<i>Residential courses in Germany</i>	In the event of a negative visa decision, the first rebooking is free of charge, provided that the student provides the appropriate proof. Otherwise, the rebooking fee is € 60.

Unless otherwise agreed, booking changes in respect of exams conducted in person are only possible in exceptional cases with the Goethe-Institut's consent.

Course Participants or Examinees may cancel their booking in written or electronic form (writing, by facsimile or email) in line with the following terms:

### Fee for cancellation

Cancellation...	<i>Residential courses outside Germany</i>	<i>Residential courses within Germany</i>	<i>Exams</i>
<b>Up to 4 weeks before beginning</b>	10% of course fee	€ 160	100% of exam fee
<b>Up to 1 week before beginning</b>	20% of course fee	30% of course fee, € 160 minimum	100% of exam fee
<b>Up to 1 day before beginning</b>	30% of course fee	50% of course, € 160 minimum	100% of exam fee
<b>After beginning</b>	100% of course fee	100% of course fee	100% of exam fee

For purposes of meeting these deadlines, Goethe-Institut's receipt of the notice of cancellation shall govern.

The Course Participant may cancel any accommodation he may have booked free of charge up to 4 weeks prior to the commencement of the course. No later cancellation is possible. Even where the accommodation is not utilised, the full amount of the rental charge must be paid if we are unable to re-let the accommodation for the period of rental You have booked.

In all cases, Course Participants or Examinees are entitled to furnish evidence in the case of booking changes and cancellations that we have incurred no losses or that our losses were less.

Any national legal provisions of a mandatory nature remain unaffected by this clause.

#### c. Due date and payment

The respective fees (**residential course and/or exam fees**) are due for payment in full on the date referenced in the invoice.

The applicable course fee for **distance learning courses** shall be payable in instalments, each of which covers a three (3) month period. The first instalment shall be due for payment two weeks from the date you receive our invoice. All subsequent instalments shall be due for payment (depending on the number of months in the course) on the first day of course months 4, 7, 10, 13, 16, 19 and 22. For purposes of timeliness of payment, receipt in the Goethe-Institut account indicated on the invoice shall control. The Course Participant remains free to pay the entire course fees by a single payment upon receipt of the invoice.

Any fees of the course participant's bank that are incurred with the payment of the course fee are at the expense of the course participant. The Goethe-Institut does not charge separate transaction fees.

Participants may not begin or continue any course or exam for so long as agreed payment deadlines are not met. In such case, Goethe-Institut is entitled, in the case of residential courses, to give away your place on the course.

*d. Scope of services*

The course fees cover, depending on the type of course, your course participation, correction and comments on written work and tests within the respective course chosen, academic assistance and the issuance of course certificates, and in the case of courses in the German region and in the case of distance learning courses, they also include the course materials and if applicable forwarding thereof to Course Participants.

Exam fees cover the issuance of a certificate.

Further details may be found in the respective product descriptions.

*e. Accommodation in the case of residential courses for adults (German region)*

Upon request, Goethe-Institut rents furnished accommodation or refers students to accommodation provided by other landlords for the duration of any booked residential course. Our offering text describes the type of accommodation, we regret that it is not possible for Participants to view the accommodations in advance.

The accommodations are rented only for each course, and for temporary use. The move-in date is the published date of arrival, the removal date is the published date of departure. The lease is deemed to end on the date of departure without the need for any notice of termination. Where the tenant continues using the subject property upon expiry of the term of the tenancy, this shall not be deemed to extend the tenancy. Overnight accommodation of guests of the Course Participant shall require the landlord's express consent, which shall be granted where the Course Participant has a well-founded interest.

Course Participants may only use the rooms rented by them for residential purposes, in line with the house rules. No alterations to and within the rooms rented may be made. Course Participants undertake that they shall properly clean, ventilate and heat the rooms rented to them and to handle systems and facilities forming a part of the rented space with care. The Course Participants shall give prompt notice to the Goethe-Institut of any damage to the rooms rented, to the building and to the facilities and systems belonging to the building or to the property, and shall remediate them at their own cost and expense where Course Participants bear fault for such damage due to a failure to discharge their duty of care or in some other way.

Upon the conclusion of the tenancy and/or at the time the Course Participant moves out, the Course Participant shall return the rented rooms in a clean condition, together with all keys which have been handed to them.

*f. Duties of Course Participants and Examinees*

Participants in residential courses

- shall themselves ensure, at their own cost and expense, that their presence at the location of the course is legally authorised and that they hold the travel and residence permit/visa required for this purpose;
- shall bear responsibility for concluding policies of health, accident, liability and household goods insurance themselves;
- shall comply with the course and house rules applicable at the course location

Participants in distance learning courses

- shall themselves ensure that they meet the technical prerequisites required for participating in the course, which are referred to in our offer;
- may not publish or make available to third parties the access data provided to them to the Goethe-Institut's learning and/or test platforms.

The duties of Examinees are shown in the exam guidelines, as from time to time amended.

*g. Copyright*

All of our course and exam material (texts, practical exercises, test questions, solutions, images, program codes, videos and other content) are protected by copyright. Course Participants are merely granted a simple, non-transferable licence for their personal use in connection with their participation in the course.

In particular, Course Participants are not permitted to copy course or exam materials (or even excerpts thereof) for third parties, to make the foregoing available or to forward them to others, to upload them to the internet or place them on other networks, whether for consideration or gratuitously, to resell such materials or to use them for commercial purposes. Any copyright notices, logos or trademarks which may be present must not be removed. Infringements of copyright may be prosecuted under criminal law.

*h. Termination*

*(1) Distance learning courses*

The duration of the selected course as stated in the product description applies.

Notwithstanding your statutory [right of cancellation](#), the following shall apply:

You may cancel the course without the need to state grounds of cancellation for the first time at the end of the first six-month period from the date of contracting, upon six weeks' notice, and following expiry of the first six-month period, You may cancel at any time upon three months' notice. The right of Goethe-Institut and of Course Participants to terminate their contract for good cause remains unaffected hereby.

*(2) Endangering the well-being of the child in courses for children and youth*

The Goethe-Institut is entitled to terminate the course prematurely and without notice if facts arise on the basis of which an immediate danger to the best interests of the child or adolescent participant can be assumed, which can be eliminated by means of individual supervision, which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination unless such damage results from an intentional or grossly negligent act of the Goethe-Institut. The provisions of Paragraph 10 remain unaffected.

*(3) Breach of rules of conduct*

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct by the participant. Serious misconduct is to be assumed in particular in the case of bullying, drug abuse, aggressive behaviour towards other participants and sexual harassment.

The termination in the aforementioned cases of Paragraph 6 (h) requires the written form.

Any national legal provisions of a mandatory nature remain unaffected by this termination clause.

*i. subject to change in the event of serious, extraordinary circumstances or events*

In the event of serious, extraordinary circumstances or events or a change in such already existing circumstances or events which are beyond the control of Goethe-Institut (e.g. riots, war or terrorist conflicts, natural disasters, epidemics, etc.), we reserve the right to offer you changes to the service (e.g. in terms of time or place). In this case we will submit a new offer with a deadline and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments you may have made (if applicable, pro rata according to the extent of the service already provided).

## 7. SPECIAL TERMS FOR GOODS

### *a. Terms of delivery*

We effect deliveries only by shipping products. Collection of the goods by Clients themselves is not possible.

### *b. Reservation of title*

The goods shall remain our property until full payment for them is received.

### *c. Transport damage*

Where goods are delivered to the Client with obvious transport damage, you must please give notice of such defects immediately to the forwarder and contact us please without delay. The failure to assert a complaint or to get in contact has no consequences whatsoever with respect to your statutory claims and ability to enforce them, in particular, to enforce your rights under statutory warranties. However, if you do so, this will help us assert our own claims against the forwarder/transport insurance provider.

## 8. RIGHT OF CANCELLATION

Consumers are entitled to exercise the statutory right of cancellation, as described in the [advice on cancellation](#). Entrepreneurs are granted no voluntary right of cancellation.

## 9. STATUTORY WARRANTY

The statutory law governing liability for defects shall apply.

## 10. LIMITATION OF LIABILITY AND RELEASE OF LIABILITY

### *a. Limitation of liability*

In respect of claims based on damages caused by us, our legal representatives or vicarious agents, we shall in all cases bear unlimited liability

- in the case of injury to life, limb or health
- in the case of breach by intentional acts or gross negligence
- in the case of express warranties, if agreed
- *vis-à-vis* consumers.

In the case of breaches of material contract obligations constituting an initial prerequisite to any proper performance of the contract, on which counterparties are ordinarily to rely (cardinal obligations), through slight negligence by us or by our legal representatives or vicarious agents, our liability to entrepreneurs shall be limited as to amount by the amount of damages which were foreseeable at the time the contract was concluded and which must be typically anticipated.

In all further and other respects, we disclaim all liability for damages.

### *b. Release of liability*

You shall indemnify us from any claims asserted against us by third parties on account of a breach of law or breach of duty committed by you in connection with the participation in courses and/or examinations unless you are not responsible for the breach of duty. You shall indemnify us from the costs of the necessary legal defence, including all court and lawyer's fees, on presentation of proof. Further claims for damages remain unaffected.

The same applies to child and youth courses if the legal or duty violation is committed by your child.



## 11. DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for resolving their disputes.

We are ready to participate in an extra-judicial dispute settlement procedure before a consumer dispute resolution body. The competent body is Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).

## ADVICE ON CANCELLATION AND CANCELLATION FORMS

For consumers, the following shall apply:

### a. For courses and exams

#### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

#### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

The right to cancel will cease to be available if we have fully performed the service and have begun with performance of the service only after your express request to do so and with your acknowledgement that you would lose the right to cancel once the contract had been fully performed by us.

#### **Model cancellation form**

*(If you want to cancel the contract, please fill out the form below and send it back to us)*

— To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 450

— I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service[\*]

— Ordered on [\*] / received on [\*]

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this for is notified on paper)

— Date

*[\*] Delete as appropriate*

b. For purchases of goods

**Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

**Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or Niedermaier Spedition GmbH, Fuhrmannstr. 10, 94405 Landau an der Isar, Germany, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will not have any right to cancel for contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

**Model cancellation form**

*(If you want to cancel the contract, please fill out the form below and send it back to us)*

— To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 450

— I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service[\*]

— Ordered on [\*] / received on [\*]

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

*[\*] Delete as appropriate*