

General Terms and Conditions for Language Trainers

1. Validity

- (1) These General Terms and Conditions apply in their respectively current version to all services offered by the language trainer and are acknowledged by the customer / participant through registration.
- (2) The General Terms and Conditions also apply to further, future course registrations, without the need for a separate agreement.
- (3) Contrary conditions of the customer / participant are hereby opposed. Such conditions also do not apply, even if the language trainer specifically does not expressly oppose them again after receipt. Deviations from these terms and conditions as well as amendments and supplementary agreements are only effective if the language trainer specifically confirms them in writing.

2. Conclusion of the Contract

- (1) Booking courses can take place orally, per telephone, regular mail, e-mail, or fax.
- (2) However, a legally binding effect occurs only with the corresponding confirmation or the start of the instruction by the language trainer.

3. Lessons

- (1) The instruction agreement applies to the contractually defined period and/or the contractually determined volume. One instruction unit lasts 45 minutes. Unless agreed otherwise, lessons are always given in blocks of at least two instruction units.
- (2) Lessons can alternatively be booked as lesson package (minimum: 10 instruction units), on a monthly basis, or according to individual agreements.
- (3) Lessons are held at the agreed-on times. Time changes are only possible according to the conditions regulated under point 4. Lessons take place year round. No lessons take place on holidays and during vacation of the language trainer.
- (4) The lesson location are the premises of the customer / participant. Upon request and at an additional charge, courses can also take place for example in a conference hotel.
- (5) The language trainer can carry out a written and/or oral classification test with the participants prior to the start of the course or in the first instruction unit where appropriate.
- (6) The contents listed in the course description and/or in the written offer are taught, however, the language trainer reserves the right to smodify the course contents as required and/or to adapt them to the needs of the participants.

4. Setting and Changing Dates

- (1) In open group courses, cancellation by single participants of single lesson dates is on principle not possible free of charge. The missed lessons are invoiced at full price, independent of the reason for the impediment.
- (2) For private lessons and/or closed groups, the customer can cancel lessons until at the latest 1:00 pm on the day before, for a lesson planned for Monday until Friday 1:00 pm. Time changes take place per e-mail or by telephone. In case of late cancellation, the lessons are invoiced at full price. Date arrangements with the language trainer are on principle not binding.
- (3) The language trainer has the right for special reasons to set beginning and end of a training course anew, as well as to move single dates. The language trainer can furthermore change the individual lesson times as required. However, the two preceding sentences apply only in the context of what is reasonable for the customer. Insofar as announced date changes or postponements are associated with difficulties for the customer, the language trainer is to be notified of this as quickly as possible so that it is possible to

reschedule if applicable. If the customer negligently omits this duty to communicate, the change in schedule undertaken by the language trainer is considered to have been accepted. On no account do one-time or multiple changes in schedule entitle the customer to an extraordinary termination of contract.

5. Course Fees

- (1) The corresponding written offer applies respectively.
- (2) After 12 months of regular activity it is possible to renegotiate the amount of the course fees.

6. Travel Costs and Expenses

- (1) Travel costs are invoiced by kilometers.
- (2) Telephone costs for training on the phone are invoiced by lesson / instruction unit. Alternatively it is also possible for the customer to call the language trainer; telephone costs do not apply then.

7. Invoicing

- (1) When booking a lesson package, the invoice is due immediately upon receipt, at the latest prior to the start of the lessons, without deductions.
- (2) For courses on a monthly basis, an invoice with a 14-day payment target is issued at the end of each month for the lessons given.
- (3) In the case of delay in payment of more than one invoice, all invoices are due immediately.

8. Cancellation

- (1) Registrations can be canceled free of charge in writing until 30 days prior to the start of the course.
- (2) For cancellations between 29 and 14 days prior to the start of the course, 50% of the respective fees are invoiced.
- (3) For cancellations of less than 14 days and/or non-appearance of the participant, the full course fee is invoiced. This does not apply if a replacement participant is specified.

9. Contract Period/ Termination

- (1) The contract period amounts to the number of instruction units specified in the contract (minimum of 10 instruction units).
- (2) For courses on a monthly basis, the minimum contract period is 3 months.
- (3) The contract is subject to a written notice of 30 days at the end of the contract, as far as it does not automatically expire due to a set number of lessons / instruction units. Otherwise it is automatically extended by one month at a time. This applies to both contract parties.

10. Holidays / Vacation

No lessons take place on holidays and during vacation of the language trainer.

11. Canceled Lessons / Liability

- (1) In case of canceled lessons due to sudden illness of the language trainer, force majeure, or other unpredictable events, no entitlement to the realization of the lesson exists.
- (2) No liability is assumed for indirect damages, especially lost profit or third-party claims.
- (3) In case of a continuing absence of the language trainer, depending on the arrangement with the participants, either the lessons are made up, or the contract is terminated with an extraordinary notice and any over-paid amount reimbursed.

12. Data Protection

The language trainer has the right to process customer / participant data that he/she received regarding the business relationship or in connection with it in terms of the German Federal Data Protection Act, regardless whether this data is from the customer / participant him/herself or from a third party. This notice replaces the information according to the German Federal Data Protection Act, that personal data regarding the customer is stored and processed by using Information Technology (IT).

13. Applicable Law

- (1) The contract and all claims resulting from it are subject to German law.
- (2) Place of performance and fulfillment is the residence of the language trainer or his/her registered office.
- (3) Place of jurisdiction is the place of fulfillment.
- (4) The contract language is German or English.

14. Severability Clause

The validity of the remaining provisions of these General Terms and Conditions shall remain unaffected if individual provisions are rendered void or invalid. Any void provision is to be replaced with another provision permitting as closely as possible the same economic success.

15. Changes and Amendments

Changes and amendments of these General Terms and Conditions are only valid if they have been agreed-on in writing. This also applies to changes of the requirement for written form.