

# General Conditions of Participation and Payment

## 1. Scope

- 1.1. The following General Conditions of Participation and Payment ("T&C") apply to all contracts between the VICTORIA | Academy of Languages, a part of the Internationale Hochschule für Wirtschaft, Technik und Kultur gGmbH, represented by the managing director and registered in the companies register at Charlottenburg District Court under HRB 136040 B with its registered office at Bernburger Str. 24–25, 10963 Berlin, Germany ("AoL") and the participant ("Participant").
- 1.2. These T&C apply to the language courses ("Language Course") offered by AoL and to the rented accommodation by AoL ("Accommodation").
- 1.3. The feminine form is equal to the masculine form in these T&C, whereby the masculine form has been chosen solely for reasons of simplification and better readability.

## 2. Preconditions

- 2.1. Everyone can participate in the Language Course as long as no specific entry requirements are required for the Language Course.
- 2.2. If the Participant is a minor, the legal guardians must sign the contract and they are obliged to ensure that the minor Participant fulfils the obligations according to these T&C.

## 3. Registration and Conclusion of Contract

- 3.1. Any Language Courses and Accommodation offered on any platform, including on the AoL website or in AoL brochures, are non-binding offers.
- 3.2. The AoL registration form must be completed by the Participant for the Language Course and, if applicable, the Accommodation. The Participant must send it in writing to the AoL. Any personal and contractual data relevant to the contract must be stated on this form by the Participant.
- 3.3. By sending and/or transmitting the registration form, the Participant must confirm that the Participant has read and accepted the T&C, the data protection notice and the Right of Withdrawal.
- 3.4. The participant may receive a confirmation receipt from AoL.
- 3.5. The AoL must check any and all required documents and may, if needed, request any additional documents from the Participant.
- 3.6. Should AoL be able to offer the Participant a place at the Language Course and, if required, an Accommodation, then this contract between the Parties shall only come into effect when AoL confirms the Participant's the Language Course and/or the Accommodation in writing together with sending the invoice to the Participant.

## 4. Quotation and Payment Terms

- 4.1. For the respective prices of the Language Courses and/or the Accommodation, the prices stated at the time of registration shall apply.
- 4.2. The prices shown include the statutory value added tax.
- 4.3. With the conclusion of a binding contract in accordance with § 3.6, the Participant receives the invoice for the complete price of the Language Course, any other extra services required and, if applicable, the invoice for the Accommodation.
- 4.4. The Participant agrees to receiving the invoice by eMail.
- 4.5. Any invoice without any deductions is due and payable within 30 days from the invoice date and must be credited to the AoL's bank account.
- 4.6. All bank charges and currency conversion fees must be paid by the Participant.
- 4.7. The invoice amount can be paid in cash, by bank or credit card or by bank transfer.
- 4.8. In the event of late payment, AoL will charge a late payment processing fee of € 2.50 for each reminder and may also charge interest on any arrears in accordance with § 288 BGB

## 5. AoL Duties

- 5.1. AoL owes the implementation of the booked Language Course provided that the level of language skills by the Participant has been correctly stated by the Participant in the registration form. AoL cannot guarantee that the Participant will achieve the objectives of the Language Course.
- 5.2. AoL endeavours to provide the knowledge and skills required to achieve the Language Course objective. Where applicable AoL may need to apply existing guidelines or examination regulations from TestDaF, TELC, TOEFL® and OnSET ("Third Party Providers").
- 5.3. AoL can only issue a certificate of participation for the Language Courses if all invoices have been paid in full and the Participant's obligations, in particular § 6.7, have been fulfilled.
- 5.4. If the Language Course is on by a Third Party Provider and requires a special language examination then this examination can be undertaken at the AoL, whereby AoL must follow any and all examination regulations of the Third Party Provider. In that case the Participant will receive further information from AoL

## 6. Participant's Duties

- 6.1. The Participant undertakes to correctly indicate the language skills level on the registration form. The Participant understands and agrees that in the event of a required change in the language skills level, AoL has the right to do so. In this case the Participant is not entitled to terminate the contract extraordinarily.
- 6.2. For any verification of the language skills level in accordance with § 6.1, AoL can request the Participant to take a test to indicated the Participant's language skills level, which cannot be refused by the Participant.

- 6.3. In accordance with § 3.5. the Participant is obliged to submit any and all documents required by the AoL, including but not limited to diplomas and certificates to the AoL in a timely manner at the time of registration as well as at any other times if requested by the AoL.
- 6.4. The Participant is obliged to participate actively and regularly in the Language Course with the aim that the Participant can acquire the necessary knowledge and skills to achieve the goal of the Language Course. This includes but is not limited to any and all measures taken by AoL at any time in order to determine the Participant's language skills level, as well as any and all additional requirements imposed by the Third Party Provider.
- 6.5. The Participant is obliged to follow and observe any applicable house rules by AoL. This includes but is not limited to that lessons may not be disturbed, that the equipment as well as the furnishings are to be treated with care and that any instructions of any AoL staff must be followed at all times.
- 6.6. The Participant is obliged to observe any applicable house rules of the Accommodation. This includes but is not limited to that the accommodation generally, the own rooms as well as any common facilities such as, including but not limited to shower, toilet, kitchen and common areas as well as any and all equipment of any kind must be treated with care and not be damaged..
- 6.7. The Participant will only receive a certificate of participation for the Language Course if the Participant attended at least 80 % of the Language Course.

## 7. Language Course changes

- 7.1. AoL may make changes to the Language Course, provided that the objective of the Language Course is not changed.
- 7.2. In case any significant changes to the Language Course become necessary before or during the Language Course with regard to the Participant's language skills level, these changes must be communicated by the AoL to the Participant in writing.
- 7.3. AoL may change the teacher of the Language Course at any time without giving any prior notice to the Participant.
- 7.4. In exceptional cases AoL is entitled to change the course date and the form of teaching at any time in situations included but not limited to a teacher being sick or the premises are unexpectedly unavailable.
- 7.5. If the Participant fails to submit any and all requested documents in accordance with § 6.3 in order for AoL to be able to review these in a timely manner, then AoL is entitled to place the Participant to the next available Language Course at the participant's required language skill level.

## 8. Changes to Accommodation

- The AoL reserves the right to change the Accommodation at short notice and will contact the Participant as soon as possible to offer alternative accommodation..

## 9. Additional Conditions—Extra Service "Provisional Admission"

- 9.1. When booking the extra service "Provisional Admission", the terms and conditions of this § 9 apply additionally to any other terms and conditions of these T&C.
- 9.2. The "Provisional Admission" can only be booked in connection with an intensive course of at least 12 weeks.
- 9.3. The Participant agrees to provide AoL with any and all documents necessary in order to apply colleges or universities.
- 9.4. AoL's support of the application process in relation to the extra service "Provisional Admission" starts after the:
  - a. Receipt of any and all necessary documents according to § 9.3, and
  - b. Full receipt of payment of the invoice in accordance with § 4.5.
- 9.5. AoL is not responsible in any way whatsoever for the Participant to be admitted to any college or any university when booking this extra service "Provisional Admission". The decision of admission is at the sole discretion of the respective college or university.
- 9.6. Termination of the intensive course according to § 9.2 is only possible in case of a renunciation of the entry to Germany and when the college or university rejects the application, whereby § 13 has to be observed.

## 10. Number of Participants, Holidays, Public Holidays

- 10.1. Each Language Course requires a minimum of 6 participants, unless otherwise agreed by AoL.
- 10.2. In an exceptional situation, the maximum number of participants may be exceeded for the Language Course whereby the Participant may apply to AoL to take another course at the same language skills level. AoL is not obliged to grant any such a request.
- 10.3. Classes cancelled on public holidays can be made up by attending them on another day. The Participant must send a written request to AoL no later than 2:30 p.m. on the day before the respective holiday. When such request is made on time in accordance with this § 10.3, then AoL will inform the Participant of the new make-up date.
- 10.4. The Participant may request a holiday of a maximum of 2 weeks during a 12 weeks course from AoL in writing for the following Language Courses:
  - a. Intensive Course: no later than Thursday, 4:00 p.m. prior to the start of the holiday,
  - b. Individual course: no later than 4:00 p.m. on the day before the start of the Language Course.

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- 10.5. If the holiday under § 10.4 is approved by AoL, then
- the Language Course is suspended for the requested period of time, and
  - the end date of the Language Course will be extended in accordance with the requested length of the holiday and which date will be communicated by the AoL to the Participant.
11. **Participant with VISA**
- 11.1. The Participants who needs a visa will be supported by the AoL. Any extra costs must be paid by the Participant in full and without deductions to the AoL.
- 11.2. If the German Embassy does not issue a visa for the Participant who applies for one, the following applies:
- The Participant must send to the AoL the German Embassy's rejection letter in a timely manner along with the AoL's original letter of invitation to the AoL.
  - The Participant must pay the following incurred costs to the AoL, which include but are not limited to:
    - Administrative costs of € 200,00;
    - Postage and courier costs in the amount incurred at the time;
    - any bank fees.
  - If the extra service "Provisional Admission" is booked, these costs will not be refunded.
- 11.3. If the Participant
- withdraws the visa application prior to the possible approval of the visa application by the German Embassy, or
  - renounces the entry despite the granted visa, in which situation the Participant must present to the AoL the document from the German Embassy confirming this, the Participant is responsible for any and all incurred costs according to § 11.2 as well as any costs in accordance with § 12.
- 11.4. The costs incurred by the Participant according to § 11.2 or § 11.3 will be deducted from the invoice amount. The new remaining amount, if any, will then be transferred back to the Participant by AoL within 30 days.
12. **Withdrawal and Termination by Participant**
- 12.1. The Participant cannot terminate the Language Course after entering Germany with a visa. In addition, the Participant must observe the visa requirements and obligations of the German Embassy.
- 12.2. The Participants can only withdraw from the contract up to 14 days prior to the start of the Language Course. Any such withdrawal must be received by AoL in writing, whereby the date of the postmark or the electronic date stamp is decisive whether it met the deadline.
- 12.3. The Participant shall have no right of termination or receive any special right of termination based on § 6.1 and § 6.2.
- 12.4. In the event the Language Course is cancelled, then the Accommodation, if booked by the Participant, shall also be terminated automatically.
- 12.5. A termination of less than 14 days is not possible. The Participant is then obliged to pay any and all costs in full and without deduction.
- 12.6. After the Language Course started, it is not possible to terminate the Language Course. The right to extraordinary termination remains unaffected.
- 12.7. Even if the Participant does not take part in the Language Course on a regular basis, the full fee of the Language Course is to be paid without any deductions whatsoever.
- 12.8. Once the Accommodation has been rented and in the case of § 12.6, it is only possible to terminate the Accommodation by giving four full weeks' notice and by paying an additional administrative fee for early termination of € 100.
- 12.9. For external tests of Third Party Providers, the termination and fee regulations of the respective Third Party Providers does apply.
- 12.10. Any special or extra services, which are shown separately in the contract and unless otherwise referred to, can be terminated free of charge up to 3 days prior to the start of the service.
13. **Exclusion of Participant and Termination by AoL**
- 13.1. AoL reserves the right to exclude the Participant who violates including but not limited § 6.5 and § 6.6 intentionally or through gross negligence from participation in the Language Course in whole or in part after a prior warning by AoL.
- 13.2. If the Participant is in arrears with any payment of invoices, AoL may exclude the Participant from participation in the Language Course.
- 13.3. An extraordinary termination without notice may be affected by AoL if the Participant, including but not limited to:
- fails to pay the invoice(s) on time, whereby payment must also be made on time even after termination without notice.
  - gross negligently violates § 6.6.
- 13.4. If the Participant with a visa fails to attend the Language Course above and beyond the allowed time by the State Office for Immigration, then the AoL is obliged to terminate the contract with the Participant without notice and to report this to the relevant authorities without delay.
14. **Information concerning the exercise of the right of withdrawal**  
**RIGHT OF WITHDRAWAL**  
You have the right to withdraw from this contract within 14 days without giving any reason.

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

To exercise the right of withdrawal, you must inform us, **VICTORIA | Academy of Languages**, part of the Internationale Hochschule für Wirtschaft, Technik und Kultur gGmbH, Bernburger Str. 24–25, 10963 Berlin, Tel. +49 30 206176-79, info@victoria-languages.de of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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

## EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such 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 withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

## 15. Data Protection

15.1. The personal data collected from the Participant shall be processed and protected in accordance with the statutory data protection provisions, in particular in accordance with the EU General Data Protection Regulation and the "Telemediengesetz" (TMG).

15.2. Information on the type and use of the personal data collected and on any revocation, options can be found in the notification on data protection.

## 16. Liability

16.1. AoL shall be liable without limitation for intent and gross negligence.

16.2. AoL shall only be liable for ordinary negligence if material contractual obligations are breached, whereby liability shall be limited to the foreseeable damage typical of the contract and is limited to the invoice amount for the Language Course.

16.3. The exclusion of liability does not apply to damages resulting from injury to life, body or health.

16.4. The Participant is liable for all damages to the Accommodation caused by the Participant in the full amount of the damage.

## 17. General

17.1. These T&C are available in the German language as well as in the English language. In the event of a dispute, only the German language version of the T&C shall prevail.

17.2. Amendments to the contract or the T&C and ancillary agreements must be made in writing in order to be effective. The same shall apply to the waiver of the written form requirement.

17.3. Should any individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining contract. In place of the invalid or void provision or in order to fill the gaps, a provision shall apply which comes as close as legally possible to the intention of the Parties.

17.4. The place of jurisdiction for all disputes arising from these T&C shall be Berlin, unless otherwise stipulated by mandatory law.

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