

GENERAL TERMS AND CONDITIONS 2011

- **Registration, Payment and General Terms**

It is recommended that the completed registration form for courses be filled out and sent to the school by post, fax or e-mail no later than 4 weeks before the start of the course. To reserve a place in a course, a deposit of 200,- Euros must be paid upon receipt of the confirmation of course registration. The remaining course fee is due at the beginning of the course at the latest. Different rules apply to registration done in conjunction with visa applications. If the agreed upon payment is not received on time, it not paid in full, no booked services can be claimed.

The price list applicable is the one valid at the time of the course participant's registration. All bank transaction charges related to the payment of course fees are the responsibility of the person making the payment. Persons registering must also accept full responsibility for the fulfillment of the terms of the contract. This also applies in cases where participants are registered by another person representing them. If the language school acts as an agent for services of a third party (e.g. insurance, hotel stay, bus transport), the terms and conditions of the concerned service provider will be applicable.

- **Course Assignment, Admission Rules**

Decisions as to the course level of participants will be determined by the information provided in the registration form and by means of a placement test conducted at the language school. Requirements for participation in an ongoing language course are, as a rule, that participants be at least 15 years of age (not applicable to special child and youth courses) and have a school leaving certificate that is equivalent to the German 'Abitur' or are enrolled in a school offering such a degree. All exceptions to this rule must be approved by the school management.

- **School Holiday**

For all courses, no lessons will take place on the following public holidays: Epiphany (January 6), Monday before Ash Wednesday (Rosenmontag), Good Friday, Easter Monday, The First of May, Ascension Thursday, Pentecost Monday, The Feast of Corpus Christi, The Day of German Unity (October 3), All Saints Day (November 1).

For all standard and intensive courses in German, the course fees and the course end date are not affected by public holidays. In evening courses, lessons which fall on public holidays will be made up for at a later time.

- **Prices and Services**

The course prices include services of the language school (such as language counseling, entrance tests, course certificates, in-house language tests, information and the planning and organization of ongoing leisure activities. A certificate will be issued on request to each participant at the end of a course, dependent upon regular attendance.

For all group courses a minimum number of participants is required. If fewer than the required number of students are registered, the number of lessons will be reduced according to the following table:

	Standard German Course	Small Group German	Evening Courses	Special Courses Business English	Other foreign language courses
Minimum number of students for full course	5	3	4	3	4
Courses with 4 participants	75% (15 lessons/week)	100%	100%	100%	100%
Courses with 3 participants	50% (10 lessons/week)	100%	75 % (3 lessons/week)	100%	75%
Courses with 2 participants	50% (10 lessons/week)	70% (7 lessons/week)	50% (2 lessons/week)	70% (7 lessons)	50%
Courses with 1 participant	25% (5 lessons/week)	40% (4 lessons/week)	25% (1 lesson/week)	40% (4 lessons)	25%

Upon payment of a suitable surcharge, arrangements can be made for the full number of lessons to take place.

- **Extensions, Rebookings, Withdrawal, Absences**

Course extensions must be promptly reported to the school secretary.

All changes in the original booking must be made in writing. Rebookings or changes in the bookings can be made without charge up to 2 weeks prior to the course start. Whether changes can be made after the stated deadline of 2 weeks will be decided by the school management on a case-to-case basis. For all rebookings after the deadline a fee is payable. Early departure or late arrival provide no grounds for a refund. In cases of withdrawal from a booked course prior to the course start, the language school will retain the following amounts of course fees:

Withdrawal up to

14 days before start of course	20% of total fees
10 days before start of course	30% of total fees
5 days before start of course	50% of total fees
after course start	100% of total fees

For services provided by external partners of the School, the general terms and conditions of these partners apply. Special conditions apply for the booking of accommodations (see below).

The language school recommends taking out a cancellation-of-travel insurance.

Any absences on the part of the language student, e.g. due to illness, late arrival, etc. will not be refunded.

The following rules apply to individual instruction and flexible group courses: Changes in the meeting times of courses must be made in consultation with the school secretary. Changes can usually be made within a period of up to 24 hours before the course date. Cancelled courses must be made up for within the following 4 weeks, but at the latest 4 weeks after the planned end of the class. In cases of cancellations made by students less than 24 hours before class, no reimbursement can be claimed.

- **Visas, Registration Confirmation**

Visa applications and payment of associated costs are the responsibility of the student. Before issuing registration confirmation, the language school requires that the registration form be filled out and the full payment of the course fees be made.

Along with the registration confirmation, a visa application must be made at the German consulate in the student's home country. If no visa is issued, the language school will refund course fees minus a handling charge of 130,- Euros. A requirement for a refund, however, is the immediate notification of the language school by the applicant and the presentation of a written rejection notice from the German authorities.

Handling fees collected by the language school for arranging admissions to the university will not be reimbursed if the visa is not granted or if the university refuses the applicant.

In the event that accommodation has been arranged the following rules for accommodation are valid.

- **Arrangement for Private Accommodation**

The language school can arrange for the subletting of carefully selected private accommodations to students upon request. An additional fee for administrative expenses will be charged, which is included in the totals outlined in the accommodation price list. Rental is for entire weeks only. As a rule students will move in on a Sunday and move out on a Saturday. Any exceptions to this arrangement must be approved by the language school. Students moving in earlier than Sunday or leaving later than Saturday will have to pay an additional fee. A confirmed reservation of a room can only be obtained after a down payment of 200,- Euros. The remaining fee for the accommodation is due on the day the rental lease starts. The down payment cannot be refunded even in cases when the tenant does not move in. In addition, a room deposit of 200,- Euros, which is refundable, must be made. Prior to moving in and after vacating the room, a proper handing-over between the tenant and a person authorized by the language school will take place (checking the condition of the living quarters, inventory etc.) The tenant is responsible for the maintenance and cleanliness of the room for the duration of the lease. Upon termination of the lease, the living quarters (including kitchen and bathroom) must be left tidy and clean. The booking of an accommodation of the language school is binding. A previous viewing of the room is not possible. A reassignment of the room is not possible except in cases where there are grounds for serious complaint. However, if the total duration of the lease is shortened to less than 12 weeks, the higher rent specified in the price list will apply for the entire duration of the lease.

An overnight stay of guests in the student's room requires the explicit approval of the landlord and the language school.

Any offence against the house rules of the landlord will lead to an immediate cancellation of the rental agreement without any claim for compensation or reimbursement for the renter.

- **Contractual Obligations of the School**

Sprachschule zum Ehrstein agrees to deliver all specified services with the due care of a registered business person ('ordentlicher Kaufmann'). This includes in particular:

1. thorough preparation of the language course
2. careful selection and supervision of the service providers
3. accurate description of the services
4. proper delivery of the services agreed in the contract.

- **Language Student's Obligations**

The language student is obliged to help in correcting deficiencies as they occur. That means in particular that problems should be reported immediately to the School secretary's office or School management in order to rectify the situation.

- **Court of Jurisdiction**

German Law applies to all agreements and contracts made with the Sprachschule zum Ehrstein. The Court of Jurisdiction is Freiburg im Breisgau.

Sprachschule zum Ehrstein
(Ehrstein Language School)
October 2010, School Director