

General Terms of Participation and Payment

1. Jurisdiction

The following general terms of participation apply to all contracts concluded between the company F+U Rhein-Main-Neckar gGmbH, Hauptstrasse 1, 69117 Heidelberg (Branch: Bernburger Strasse 24/25, 10963 Berlin) - hereinafter referred to as F+U – and the participant - hereinafter referred to as the participant - with regard to language courses and additional services offered by F+U, as well as accommodation (residences, shared apartments, hostel, and host families) rented through F+U.

2. General

Any person can participate in F+U's educational activities. To the extent that admission requirements are prescribed for the target qualification, their fulfilment is a prerequisite for participation. The same applies if funding in accordance with SGB III (German Civil Code - Sozialgesetzbuch) is to be claimed. There is no right to participation. Rooms are only rented out in conjunction with an educational activity booked through F+U.

3. Regulations for Individual Holiday, Public Holidays, Minimum Participant Numbers

3.1 Lessons missed due to statutory public holidays can be made up by participating in a module or evening course, or by extending the course. To do so, a written request must be submitted no later than 14:30, one day before the respective public holiday.

3.2 Confirmed courses are held even if the minimum number of participants (four people) is not reached. In this case, the number of hours booked is reduced by 25% (two or three learners) or by 50% (one learner). To compensate, participants may join another group course. In exceptional cases, the maximum number of participants may be exceeded; participants are able to join another course of the same level.

3.3 Suspension of the language course (holiday): The participant can request a suspension of their course for a maximum of two course weeks per twelve-week period. On condition of a timely application and approval, the booked course is suspended for the requested period, and the end of the course is postponed correspondingly. The application deadlines are as follows, depending on the course:

a. Intensive courses: Two course weeks (Monday-Friday) per quarter (twelve course weeks); request to be received by Thursday, 16:00, before the start of the individual holiday.

b. Evening courses: Request to be received no later than 16:00 on the day of the course.

c. Individual courses: Request to be received no later than 16:00, one day before the scheduled lesson.

4. Registration and Conclusion of Contract

4.1 The F+U Rhein-Main-Neckar gGmbH (Academy of Languages) registration form is to be completed for each course and for each rental agreement. With his/her registration, the participant acknowledges and accepts the General Terms of Participation and Payment.

4.2 The contract between the participant and F+U becomes effective as soon as F+U confirms the registration in writing, by letter, fax or email.

5. Terms of Payment

5.1 Fees for the contractually agreed services are payable on receipt of the invoice, and at the latest two weeks before the start of the course or rental period. The participant bears the cost of all bank charges. For registrations less than two weeks before the start of the course, the entire fee is payable immediately on receipt of the invoice.

5.2 For courses of three months or longer it is possible to arrange payment instalments. Rent can be paid by monthly instalment. All instalments must have been paid in full by the end of the course or rental period.

5.3 The fees and their due date are independent of the actions of third parties.

5.4 Late payments incur an administration fee of €2.50 for each reminder issued. The participant has the right to establish that F+U has suffered no loss or that the value of the loss is lower.

5.5 Exceptions may be made in justified individual cases. These must be specified in writing in order to become valid.

5.6 The amount due can be paid in cash, by EC card, by bank transfer or by credit card (Visa, MasterCard). Transfers should be made to the following account (only after the invoice has been issued): F+U Rhein-Main-Neckar gGmbH; Commerzbank AG; SWIFT-BIC: DRES DE FF 672; IBAN: DE16 6728 0051 0465 418302, Rohrbacher Str. 5-7, 69115 Heidelberg, Germany.

6. Cancellation and Termination by the Participant

6.1 The participant can cancel the contract up to fourteen days before the start of the course or rental period. The notice period begins at the point of the incoming post at F+U. Notice of cancellation or termination must be given in writing and received by F+U's administration department at Bernburger Strasse 24/25, 10963 Berlin.

6.2 In the case of a valid cancellation, the participant is required to pay only the applicable registration fee and administration fee.

6.3 The following terms apply for a letter of invitation issued by F+U for the German embassy: if the visa is not issued, F+U guarantees the refund transfer of payment, less costs incurred, such as postage costs (e.g. DHL), bank charges and an administration fee of €150. The participant has the right to establish that F+U has suffered no loss or that the value of the loss is lower than that of the stated fees. The rejection must be documented in an official confirmation presented with the original letter of invitation. Cancellation of the language course after receipt of the visa is only possible when supported by documentation from the German embassy proving that the participant has not entered Germany. If the participant has already entered Germany, cancellation of the course is no longer possible (see 6.5.c and 6.9); for cancellation of accommodation clause 6.5.e applies.

6.4. The following terms apply for 'provisional admission' service bookings: The service can only be booked in conjunction with an intensive course of at least 12 weeks. The participant undertakes to provide F+U with all documents required for application to the university. The application process begins after payment has been received in full and all documents required for the application have been received. Cancellation of the language course after the start of the application process is only possible in the cases provided for by law, in the case of a waiver of entry to Germany and in the case of rejection of the application by the university. Irrespective of this, points 6.1-6.3 and 6.5-6.9 apply. In the event of effective cancellation, the participant undertakes to provide the embassy with proof that he or she will not enter Germany.

6.5 The course starting date is decisive for termination and cancellation notice periods for courses and, where booked, accommodation. If the course is cancelled, the accommodation is also cancelled automatically. Cancellations less than fourteen days before the start of the course are subject to the following cancellation fees:

- a. Thirteen to seven days before the start of the course or rental period: €50 for the course; €155 for accommodation.
- b. By Friday, 12:00, before the start of the course or rental period: €100 for the course and one week's rent plus an €80 administration fee for accommodation. After this time period but still before the start of the course: the registration fee plus the course fee for one week or course month (evening course), or for two teaching hours (individual lesson); the rent for one week plus an €80 administration fee for accommodation.
- c. After the course has begun, termination of the course and associated services is only possible in cases specified in law. This does not affect the right to an extraordinary termination of contract.
- d. Even in the event of non-participation in the course, the full course fee is payable.
- e. After the rental period has begun, termination of the contract is possible with a notice period of four full weeks and payment of a €75 cancellation fee.
- f. The participant has the right to establish that F+U has suffered no loss or that the value of the loss is lower than that of the stated fees.

6.6 For external examinations (TestDaF, telc, TOEFL®, TOEIC®, LCCI, TestAS, OnDaF, IELTS etc.) the cancellation and fee regulations of the respective licensor apply.

6.7 Transfers and other special services (see page 17 of the brochure) can be cancelled free of charge up to three days before the start of the service. Thereafter, cancellation is only possible in cases provided for by law.

6.8 For all notice periods, the point of the incoming post at F+U is decisive.

6.9 If alternative notice periods apply through funding measures or other statutory regulations, these take precedence.

6.10 The above-mentioned reminder and cancellation fees do not affect the participant's right to establish that either no loss has been incurred by F+U, or that the value of the loss is lower.

7. Data Protection

The course participant's personal data is processed and protected in accordance with statutory data protection regulations, in particular the EU Basic Data Protection Regulation and the German Telemedia Act (Telemediengesetz - TMG). Information on the type and use of personal data collected as well as on cancellation options can be found in the data protection information provided to each course participant.

8. F+U's Obligations and Service Provision

8.1 For the scope of contractual service provision, as well as for the amount of course fees and rent charged, only the descriptions and price lists specified in the German and English versions of the brochure are authoritative. Additional translations are intended solely for orientation in the respective language.

8.2 F+U is obliged to ensure the teaching of all skills and knowledge necessary for the achievement of the specified learning objective, and also to impart any applicable rules or examination regulations.

8.3 All F+U language courses are orientated to further training for vocational, scholastic or academic purposes, and may be taken as preparation for a recognised language certificate.

8.4 Lessons are delivered within the framework of the valid courses offered at the start of the training. F+U reserves the right to make amendments; however the learning objective of the course must remain unchanged.

8.5 Should significant changes become necessary before or during the course, these are to be brought to the attention of the participant, in writing.

8.6 A change of teaching or training staff does not constitute a significant change in this sense.

8.7 Certificates and letters of confirmation are only issued when all invoices or instalments have been settled.

8.8 Upon confirmation of registration we guarantee a differentiation of levels according to the European Framework of Reference for Languages as follows: A1, A2, B1, B2, C1. The learner is to inform F+U of his/her language level at the time of the booking.

9. Obligations of the Participant

The participant is obliged:

9.1 to provide timely and complete documentary evidence of fulfilment of admission criteria for the course or examination

9.2 to abide by the house rules at the learning centre and residence; in particular, the lesson must not be disrupted, equipment and facilities must be handled with care and instructions issued by F+U staff in relation to the house rules must be followed.

9.3 to acquire the knowledge and skills necessary to achieve the learning objective

9.4 to participate regularly and punctually in lessons and activities provided for the achievement of the learning objective

9.5 to comply with the regulations of vocational and school legislation, as well as with the valid training regulations

9.6 to uphold obligations relating to third party contractual provisions

9.7 to comply with the obligations resulting from the conclusion of this contract.

F+U reserves the right to seek compensation for damages arising from infringement of the obligations set out in clauses 9.1 to 9.7.

10. Exclusion and Cancellation by F+U

10.1 F+U reserves the right to fully or partially exclude from lessons participants who, after prior warning, violate the terms of clause 9, whether intentionally or as a result of gross negligence.

10.2 F+U also reserves the right to terminate the contract if the participant is in arrears with their fees and/or rent and, despite reminders, fails to pay. The same applies if the participant exceeds the number of absences permitted by the immigration authorities (course participants requiring a visa), repeatedly disrupts the group lesson or is evidently unable to achieve the stated learning objective. In such cases all outstanding payments become due immediately. There shall be no refund of any amount already paid up to the notice of termination arising as a consequence of the participant's actions. The participant is obliged to pay fees up to the next regular termination deadline.

11. Miscellaneous

11.1 F+U does not accept liability for losses incurred by the participant as a result of conclusion of this contract or participation in a training activity. There shall be no compensation for damages arising from cancellation, postponement or termination of a course due to falling short of the minimum number of participants. This does not apply for damages arising from death, personal injury or damage to health as a result of a negligent breach of duty by F+U or due to intentional or negligent breach of duty by a legal representative or vicarious agent. Payments already made will be refunded. If significant contractual obligations (cardinal obligations) are affected, F+U's liability, in the case of minor negligence, is restricted to the foreseeable damages typical for this type of contract. Cardinal obligations are those material contractual duties which characterise the contract and whose fulfilment is crucial for the proper performance of the contract and which may permanently be relied upon by the participant.

11.2 Insofar as F+U is obliged to provide insurance cover, participants are insured against accident through the responsible Administrative Professions Organisation (Verwaltungs-Berufsgenossenschaft) or federal states accident insurer (Unfallkasse der Länder) provided that they can provide evidence of health insurance cover. Accident insurance shall then cover all workplace and commuting accidents relating to the training activity.

12. Limitation Period

Termination and cancellation are excluded if more than six weeks have elapsed since the reason for the termination or cancellation.

13. Ancillary Agreements / Severability Clause

13.1 Amendments to the contract and ancillary agreements require the written form in order to become valid. The same applies to any waiver of the requirement of the written form.

13.2 Should individual terms of this contract be or become invalid, this does not affect the remaining terms of the contract. In this event, the parties undertake to replace the ineffective or invalidated clause with a provision that comes as close as possible to the previous provision according to the intentions and economic interests of both parties.

13.3 If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, our official place of business shall be agreed as the exclusive place of jurisdiction for all claims arising from, or on the basis of, this contract. The same applies to persons who do not have a general place of jurisdiction in Germany, or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract, or whose place of residence or habitual abode is not known at the time the action is filed.

13.4 Furthermore, the following shall apply: the instructions on the processing of personal data, the house rules and school rules as well as the distributed rules of conduct and information brochures, insofar as they contain rules of conduct.

Status: 11.12.2018