

# Enrolment Terms

The following is an English translation of our "Terms & Conditions". However, please note that in the event of legal dispute, only the [German version](#) is legally valid.

## 1. Terms and conditions

TANDEM Köln, Rolandstr. 57, 50677 Köln (proprietor: Oliver Lechlmaier) is responsible for all language courses offered in this institution.

These terms and conditions apply to all contracts concerning German intensive courses (standard, summer, super-intensive as well as combined courses) between TANDEM Köln and the student. Any change of these conditions must be in text form.

## 2. Conclusion of contract

Bookings become binding with our receipt of the completed registration form and the down payment of **EUR 200.00**. Students who have booked accommodation for the duration of the course through TANDEM Köln must deposit an additional EUR 400.00; i.e., **EUR 600.00** in total. Students requiring a visa must pay the total of their course fees plus the first month's rent for their accommodation (see 8). Please use PayPal or transfer the required amount to our bank account:

**Recipient/account holder:** Tandem Köln

**Name of bank:** DB Privat- und Firmenkundenbank AG

**Address:** 44132 Dortmund, Germany

**Account no.:** 441 801 466

**Bank identification number:** 440 100 46

**IBAN:** DE 08 440 100 460 441 801 466

**BIC (Swift):** PB NK DE FF

Students must be at least 17 years old. For students younger than 18, a signed parental consent form must be submitted with the enrolment documents.

## 3. Service / non - attendance / days without lessons

TANDEM Köln has the obligation to provide the courses students have booked. During the contract period, students are obligated to pay the course fees regardless of their attendance. There are no lessons on weekends and public holidays. Public holidays are not refundable.

## 4. Terms of payment

The remainder is payable at the beginning of the course, unless deferred payment has been specifically agreed upon. The last instalment must be paid by the end of the first half of a given course. Please pay by bank transfer (cf 2) or in our office, with a credit card or in cash. All fees are to be paid by the student.

## 5. Non-implementation

In case there are not enough registrations for a particular course, the student and TANDEM Köln may reach an agreement to compensate for the course booked with a reduced number of individual or 'mini group' lessons. TANDEM Köln will take the student's legitimate interests into account. The student is free in this case to cancel the contract and be reimbursed for all expenses.

## 6. Cancellation / Change of Booking

- a) In case a contract is cancelled up to four weeks before a course begins, an administrative fee of EUR 100.00 (EUR 200.00 in the case of visa applications) must be paid.
- b) Participation in a later language course is also possible if arrangements are made with the enrolment office in Cologne in a timely manner (the first rebooking may be made without charge, subsequent rebookings will incur a fee of EUR 50.00).
- c) In case of cancellation within 4 weeks before the beginning of a course, TANDEM Köln will charge the student all costs caused by this cancellation, at least EUR 100.00 up to a maximum of the full cost. If a replacement is found for the student, this portion of the cost will be dropped.
- d) Cancellations and rebookings must be made in writing.
- e) The student is expressly permitted to provide evidence that no costs resulted or that significantly lower costs resulted.
- f) In case of non-attendance or discontinued attendance before the end of the course, the student will have to pay the course fees in full. Payments already made will not be reimbursed. If a replacement is found for the student, this portion of the cost may be dropped.
- g) Only in the case of individual tuition (combined courses) may a class be cancelled without charge with 24 hours written notice.
- h) The right to terminate a contract for exceptional reasons is not affected.

## 7. Termination

- a) For courses with a duration of over three months, a contract may be terminated by giving six weeks' notice, effective as of the end of the current month, but not before end of the third month after the course begins.
- b) No termination is possible for courses with a shorter duration.
- c) The right to terminate a contract for exceptional reasons is not affected.
- d) Termination of the contract must be made in text form.
- e) In the case of a termination, a 20% contract termination fee for the entirety of the remaining course is applicable, in addition to fees for any part of the course that has already taken place.
- f) The student is expressly permitted to provide evidence that no costs resulted or that significantly lower costs resulted. TANDEM

Köln may, however, provide evidence that higher costs than the set fee resulted (e.g. through agent commissions) and to bill the student accordingly.

#### **8. Visa (if required)**

- a)** Once payment of the total cost of the course and the first month's rent have been received, TANDEM Köln will send you an original confirmation for presentation to the German consulate.
- b)** A written re-confirmation of the booking must be submitted as soon as the visa is granted in order for the place in the course and the accommodation to be bindingly reserved. The student may begin a course 14 days after the receipt of such a confirmation at the earliest.
- c)** If the visa is not granted, the school requires the written rejection from the consulate. Once this is received, the school will refund the deposit minus a EUR 200.00 visa application processing fee.

#### **9. Accommodation**

Accommodation can only be provided for the duration of the course. The down payment payable for the reservation of a student's accommodation includes a security deposit of **EUR 200.00**. This will be cleared with the last instalment of the course fee or reimbursed at the end of the rent term. A fee of **EUR 50.00** will be charged if a student's stay is extended or for the provision of new accommodation. If, in exceptional cases, a student wants to extend their stay in the accommodation provided, such an extension may be possible if they have permission from TANDEM Köln and pay a monthly fee of **EUR 35.00** (in addition to their rent).

#### **10. Data Protection**

The student consents to the electronic storage of their personal information. Personal data will only be used for administrative reasons. Such data will not be passed on to third parties (see our data privacy statement).

#### **11. Liability**

Course participants are liable for their actions. TANDEM Köln assumes no responsibility for any loss of or damage to property. This does not apply to liability arising from wilful misconduct or gross negligence of TANDEM Köln nor for injury to life or health of the student. We recommend that students take out liability, accident and health insurance.

#### **12. Court of jurisdiction**

The court of jurisdiction is Cologne.

#### **13. Other conditions**

The participant commits to regular participation in the courses and work cooperatively with the school and its teachers.

#### **14. Severability clause**

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. A provision shall take the place of the invalid provision or fill the omission that, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

TANDEM Köln, 01 January 2018