

# GENERAL TERMS AND CONDITIONS AND CUSTOMER INFORMATION

of Goethe-Institut e.V., Dachauer Str. 122, 80637 Munich ("Goethe-Institut" or "We") for course and exam bookings and for the purchase of goods

Note: To promote better legibility, the authors have refrained from simultaneously using male and female gender forms in this text. All references to persons shall be deemed to apply to all genders.

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## 1. SCOPE

The following General Terms and Conditions (“GTCs”) shall apply to all contract relations between Goethe-Institut and consumers or entrepreneurs (“Clients”, “Course Participants”, “Examinees” or “You”) relating to goods and services provided for a fee by Goethe-Institut (purchases of goods, bookings of distance learning and residential courses and tests) via the goethe.de website. For purposes of using the free services offered on the goethe.de website, our [Terms of Use](#) shall apply. Where the entrepreneur uses general terms and conditions which contradict or go beyond these, We hereby object to their application; such general terms and conditions shall only become incorporated into the parties’ contract if We have expressly consented to them.

## 2. FORMATION OF CONTRACT

By placing products (courses, tests and goods) on our website, We are deemed to make a binding offer to enter into contracts for such items. You may initially place our products into your basket without obligation, and You may correct your entries at any time before placing a binding order by using the correction aids provided to You and explained in the course of the order process. The contract is formed when You click on the order button, which constitutes your acceptance of our offer of the products contained in your basket. Immediately after sending your order, You will once again receive a confirmation by email.

Our contract is subject to the proviso that

- in respect of all courses: the details set forth in your order correspond to the admission prerequisites specified on our website and You have reached the minimum age referenced in the product description as of the date the course commences;
- in the case of group courses and group test, the minimum course participant number indicated in the product description is reached;
- in the case of tests: the competent test centre admits the Examinee pursuant to sec. 6.1 of the Goethe-Institut’s [test rules](#).

In these cases, the Goethe-Institut will refund the course/test fees.

The languages in which the contracts may be concluded are

- for residential courses and tests within Germany: German, English, French, Italian and Spanish.
- for residential courses, tests and locally organised online courses in EU countries: German and the local language
- for distance learning courses: German, English, Spanish

We will store the text of the contract and forward your order data and our GTCs by email. You may also review these GTCs at any time here on our website. For security reasons, You will no longer be able to access past orders placed via the internet.

## 3. PRICES

In respect of **courses and tests**, the prices referenced on our website at the time of registration shall apply.

In addition to the prices of **goods** indicated by us, there may also be shipping costs added. More precise details as to the amount of shipping costs may be found together with the products.

## 4. PAYMENT

Payment may be made using the methods of payment indicated on our website no later than at the time of initiating the order process. You select your method of payment for each individual order. Clients have no entitlement to use any particular method of payment.

## 5. SPECIAL TERMS AND CONDITIONS FOR PARTICIPATION IN COURSES AND TESTS

### a. Course groups

Allocation to any course level or course group is made on the basis of a placement test.

### b. Booking changes and cancellations in the case of residential courses and tests

Notwithstanding your statutory [right of cancellation](#), the following applies:

Changes to bookings for a residential course (e.g. change of course dates) is permitted only in exceptional cases, with the consent of Goethe-Institut. A contribution towards costs in the following amount is collected for each booking change, unless otherwise agreed:

#### Fee for booking change

<i>Residential courses outside Germany</i>	5% of course fee
<i>Residential courses in Germany</i>	€ 60

Unless otherwise agreed, booking changes in respect of tests conducted in person are only possible in exceptional cases with the Goethe-Institut's consent.

Course Participants or Examinees may cancel their booking in written or electronic form (writing, by facsimile or email) in line with the following terms:

#### Fee for cancellation

Cancellation...	<i>Residential courses outside Germany</i>	<i>Residential courses within Germany</i>	<i>Tests</i>
<b>Up to 4 weeks before beginning of course</b>	10% of course fee	€ 160	100% of course fee
<b>Up to 1 week before course begins</b>	20% of course fee	30% of course fee, € 160 minimum	100% of course fee
<b>Up to 1 day before course begins</b>	30% of course fee	50% of course, € 160 minimum	100% of course fee
<b>After course begins</b>	100% of course fee	100% of course fee	100% of course fee

For purposes of meeting these deadlines, Goethe-Institut's receipt of the notice of cancellation shall govern.

The Course Participant may cancel any accommodation he may have booked free of charge up to 4 weeks prior to the commencement of the course. No later cancellation is possible. Even where the accommodation is not utilised, the full amount of the rental charge must be paid if We are unable to re-let the accommodation for the period of rental You have booked.

In all cases, Course Participants or Examinees are entitled to furnish evidence in the case of booking changes and cancellations that We have incurred no losses or that our losses were less.

### c. Due date and payment

The respective fees (**residential course and/or test fees**) are due for payment in full on the date referenced in the invoice.

The applicable course fee for distance learning courses shall be payable in instalments, each of which covers a three (3) month period. The first instalment shall be due for payment two weeks

from the date You receive our invoice. All subsequent instalments shall be due for payment (depending on the number of months in the course) on the first day of course months 4, 7, 10, 13, 16, 19 and 22. For purposes of timeliness of payment, receipt in the Goethe-Institut account indicated on the invoice shall control. The Course Participant remains free to pay the entire course fees by a single payment upon receipt of the invoice.

All bank charges arising in connection with payment of the course fees shall be borne by the Course Participant.

Participants may not begin or continue any course or test for so long as agreed payment deadlines are not met. In such case, Goethe-Institut is entitled, in the case of residential courses, to give away your place on the course.

#### *d. Scope of services*

The course fees cover your course participation, depending on the type of course, correction and comments on written work and tests, academic assistance and the issuance of course certificates, and in the case of distance learning courses, they also include the course materials and forwarding thereof to Course Participants.

Test fees cover the issuance of a certificate.

Further details may be found in the respective product descriptions.

#### *e. Accommodation in the case of residential courses*

Upon request, Goethe-Institut rents furnished accommodation or refers students to accommodation provided by other landlords for the duration of any booked residential course. Our offering text describes the type of accommodation, We regret that it is not possible for Participants to view the accommodations in advance.

The accommodations are rented only for each course, and for temporary use. The move-in date is the published date of arrival, the removal date is the published date of departure. The lease is deemed to end on the date of departure without the need for any notice of termination. Where the tenant continues using the subject property upon expiry of the term of the tenancy, this shall not be deemed to extend the tenancy. Overnight accommodation of guests of the Course Participant shall require the landlord's express consent, which shall be granted where the Course Participant has a well-founded interest.

Course Participants may only use the rooms rented by them for residential purposes, in line with the house rules. No alterations to and within the rooms rented may be made. Course Participants undertake that they shall properly clean, ventilate and heat the rooms rented to them and to handle systems and facilities forming a part of the rented space with care. The Course Participants shall give prompt notice to the Goethe-Institut of any damage to the rooms rented, to the building and to the facilities and systems belonging to the building or to the property, and shall remediate them at their own cost and expense where Course Participants bear fault for such damage due to a failure to discharge their duty of care or in some other way.

Upon the conclusion of the tenancy and/or at the time the Course Participant moves out, the Course Participant shall return the rented rooms in a clean condition, together with all keys which have been handed to them.

#### *f. Duties of Course Participants and Examinees*

Participants in residential courses

- shall themselves ensure, at their own cost and expense, that their presence at the location of the course is legally authorised and that they hold the travel and residence permit/visa required for this purpose;
- shall bear responsibility for concluding policies of health, accident, liability and household goods insurance themselves;
- shall comply with the course and house rules applicable at the institutes.

Participants in distance learning courses

- shall themselves ensure that they meet the technical prerequisites required for participating in the course, which are referred to in our offer;
- may not publish or make available to third parties the access data provided to them to the Goethe-Institut's learning and/or test platforms.

The duties of Examinees are shown in the test rules, as from time to time amended.

#### *g. Copyright*

All of our course and test material (texts, practical exercises, test questions, solutions, images, program codes, videos and other content) are protected by copyright. Course Participants are merely granted a simple, non-transferable licence for their personal use in connection with their participation in the course.

In particular, Course Participants are not permitted to copy course or test materials (or even excerpts thereof) for third parties, to make the foregoing available or to forward them to others, to upload them to the internet or place them on other networks, whether for consideration or gratuitously, to resell such materials or to use them for commercial purposes. Any copyright notices, logos or trademarks which may be present must not be removed. Infringements of copyright may be prosecuted under criminal law.

#### *h. Termination of distance learning courses*

Notwithstanding your statutory [right of cancellation](#), the following shall apply:

You may cancel the course without the need to state grounds of cancellation for the first time at the end of the first six-month period from the date of contracting, upon six weeks' notice, and following expiry of the first six-month period, You may cancel at any time upon three months' notice. The right of Goethe-Institut and of Course Participants to terminate their contract for good cause remains unaffected hereby.

In the event of termination, the Course Participant shall pay only that share of the compensation which corresponds to the value of the goods and services provided by Goethe-Institut during the ongoing term of the contract.

## **6. SPECIAL TERMS FOR GOODS**

#### *a. Terms of delivery*

We effect deliveries only by shipping products. Collection of the goods by Clients themselves is not possible.

#### *b. Reservation of title*

The goods shall remain our property until full payment for them is received.

#### *c. Transport damage*

Where goods are delivered to the Client with obvious transport damage, You must please give notice of such defects immediately to the forwarder and contact us please without delay. The failure to assert a complaint or to get in contact has no consequences whatsoever with respect to your statutory claims and ability to enforce them, in particular, to enforce your rights under statutory warranties. However, if You do so, this will help us assert our own claims against the forwarder/transport insurance provider.

## **7. RIGHT OF CANCELLATION**

Consumers are entitled to exercise the statutory right of cancellation, as described in the [advice on cancellation](#). Entrepreneurs are granted no voluntary right of cancellation.

## **8. STATUTORY WARRANTY**

The statutory law governing liability for defects shall apply.

## **9. LIMITATION OF LIABILITY**

In respect of claims based on damages caused by us, our legal representatives or vicarious agents, We shall in all cases bear unlimited liability

- in the case of injury to life, limb or health
- in the case of breach by intentional acts or gross negligence
- in the case of express warranties, if agreed
- *vis-à-vis* consumers.

In the case of breaches of material contract obligations constituting an initial prerequisite to any proper performance of the contract, on which counterparties are ordinarily to rely (cardinal obligations), through slight negligence by us or by our legal representatives or vicarious agents, our liability to entrepreneurs shall be limited as to amount by the amount of damages which were foreseeable at the time the contract was concluded and which must be typically anticipated.

In all further and other respects, We disclaim all liability for damages.

## **10. DISPUTE RESOLUTION**

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for resolving their disputes.

## ADVICE ON CANCELLATION AND CANCELLATION FORMS

For consumers, the following shall apply:

### a) For courses and tests

#### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

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

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Dachauer Str. 122, 80637 München, Deutschland or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921-92320) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

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

#### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the 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 cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

The right to cancel will cease to be available if we have fully performed the service and have begun with performance of the service only after your express request to do so and with your acknowledgement that you would lose the right to cancel once the contract had been fully performed by us.

#### **Model cancellation form** [\*] Delete as appropriate

(If you want to cancel the contract, please fill out the form below and send it back to us)

— To Goethe-Institut e.V., Kundenbetreuung, Dachauer Str. 122, 80637 München, Deutschland or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 92320

— I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service[\*]

— Ordered on [\*] / received on [\*]

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this form is notified on paper)

— Date

b) *For purchases of goods*

**Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Dachauer Str. 122, 80637 München, Deutschland or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921-92320) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

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

**Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day we receive back from you any goods supplied or (if earlier) 14 days after the day you provide evidence that you have returned the goods or if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the 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. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or Niedermaier Spedition GmbH, Fuhrmannstr. 10, 94405 Landau an der Isar, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will not have any right to cancel for:

- contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

**Model cancellation form** [\*] Delete as appropriate

(If you want to cancel the contract, please fill out the form below and send it back to us)

— To Goethe-Institut e.V., Kundenbetreuung, Dachauer Str. 122, 80637 München, Deutschland or [widerruf@goethe.de](mailto:widerruf@goethe.de) or fax: +49 89 15921- 92320

— I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service[\*]

— Ordered on [\*] / received on [\*]

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only if this for is notified on paper)

— Date