

GENERAL TERMS AND CONDITIONS and CUSTOMER INFORMATION

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany (“Goethe-Institut” or “We”) for course and exam bookings and for the purchase of goods.

Note: To improve readability, this document does not simultaneously use gender-specific pronouns. The terms used throughout to denote persons refer to both men and women.

Table of contents

1. Scope	2
2. Registration for courses and examinations, proviso	2
3. Prices	2
4. Payment	2
5. Special Terms and Conditions for Participation in Courses and Exams	3
<i>a. Course groups</i>	3
<i>b. Booking changes and cancellations in the case of residential courses and exams</i>	3
<i>c. Due date and payment</i>	4
<i>d. Scope of services</i>	4
<i>e. Accommodation in the case of residential courses for adults (German region)</i>	4
<i>f. Duties of Course Participants and Examinees</i>	5
<i>g. Copyright</i>	5
<i>h. Termination</i>	5
<i>i. Change proviso in the event of extraordinary circumstances or events</i>	6
6. Special terms for goods purchases	6
7. Limitation of liability and release of liability	6
<i>a. Limitation of liability</i>	6
<i>b. Release of liability</i>	7
8. Dispute resolution	7
9. Final provisions	7

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 exams). 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. Registration for courses and examinations, proviso

Your local Goethe-Institut will inform you about the current course and/or examination dates and registration deadlines. Only those applications that are received in due form and time will be considered and if sufficient places are available. As a rule, this is based on the chronological order in which the applications arrive.

Your local Goethe-Institut will decide on whether you participate in courses and examinations. There is no legal entitlement to participation in a specific course or examination.

The 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 exams, the minimum course participant number indicated in the product description is reached;
- the placement test, if required in the product description, is completed in time;
- the student meets the Prerequisites for Participation set out in Section 3 of the applicable [Exam Guidelines](#) of the Goethe-Institut.
- with regard to child and youth courses: the registration has been made exclusively by the legal representative(s) as contractual partner(s) and that all necessary declarations and/or consents have been submitted to the Goethe-Institut in text form after registration.

If a contract is not concluded due to a proviso, the course or examination fee will be refunded unless the Goethe-Institut can provide another similar course and the participant is in agreement with this.

3. Prices

In respect of **courses and exams**, the prices referenced on our website at the time of registration shall apply. Unless otherwise indicated, teaching materials such as textbooks and examination fees are not included in the course price.

4. Payment

Payment may be made using the methods of payment indicated on our website on the agreed payment date. Clients have no entitlement to use any particular method of payment.

5. Special Terms and Conditions for Participation in Courses and Exams

a. Course groups

Assignment to a course level and course group is based on a fee-based placement test; when you enrol, the test fee is credited to the course fee. The test can be dispensed with if a Goethe-Institut examination certificate is submitted. Class changes which are justified from a pedagogical point of view (as a result of the performance level of the course participant) are possible within the first week of the course, provided that places are available. The Goethe-Institut makes the final decision regarding participation, there is no legal entitlement to enrolment in a desired course or for a desired examination date.

Paragraph 2 clause 5 (proviso) applies accordingly.

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

Changes to bookings for a residential course (e.g. change of course dates) is permitted only in exceptional cases, with the consent of the 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 exams 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: (in the case of minors with the agreement of the parent or legal guardian):

Cancellation...	Fee for cancellation		
	<i>Residential courses outside Germany</i>	<i>Residential courses within Germany</i>	<i>Exams</i>
Up to 4 weeks before beginning	10% of course fee*	€ 160	100% of exam fee
Up to 1 week before beginning	20% of course fee*	30% of the course fee, at least € 160	
Up to 1 day before beginning	30% of course fee*	50% of the course fee, at least € 160	
After beginning	100% of course fee*	100% of the course fee	

* for consumers who stay regularly in Italy, the following applies: they have the right to demand double the specified fee if we do not fulfil the contract on our side.

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 minor.

c. Due date and payment

The respective fees (**residential course and/or exam 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 govern. The Course Participant remains free to pay the entire course fees by a single payment upon receipt of the invoice.

Any fees of the course participant's bank that are incurred with the payment of the course fee are at the expense of the course participant. The Goethe-Institut does not charge separate transaction fees.

Participants may not begin or continue any course or exam 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, depending on the type of course, your course participation, correction and comments on written work and tests within the respective course chosen, academic assistance and the issuance of course certificates, and in the case of distance learning courses, they also include the course materials and, if applicable, forwarding thereof to Course Participants. Confirmations of participation will only be issued if the course participant was present for at least 70% of the lessons.

Exam fees cover the issuance of a certificate. If the examination certificate gets lost, a replacement certificate can be issued for a fee.

Further details may be found in the respective product descriptions.

e. Accommodation in the case of residential courses for adults (German region)

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 accommodation in advance.

The accommodation is 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 notice of termination being required. 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 legitimate 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 course location.
- for the purposes of preserving the individual rights of participants and staff may not either during lessons or outside teaching hours take photographs of or make video and audio recordings of others, unless these persons have expressly agreed to this in advance.

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 to the Goethe-Institut's learning and/or test platforms provided to them.

The duties of Examinees are shown in the exam guidelines, as amended.

g. Copyright

All of our course and exam 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 exam 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

(1) Distance learning courses

The duration of the selected course as stated in the product description applies.

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.

(2) Endangering the well-being of the child in courses for children and youth

The Goethe-Institut is entitled to terminate the course prematurely and without notice if facts arise on the basis of which an immediate danger to the best interests of the child or adolescent participant can be assumed, which can be eliminated by means of individual supervision, which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination unless such damage results from an intentional or grossly negligent act of the Goethe-Institut. The provisions of Paragraph 10 remain unaffected.

(3) Breach of rules of conduct

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct by the participant. Serious misconduct is to be assumed in particular in the case of bullying, drug abuse, aggressive behaviour towards other participants and sexual harassment.

The termination in the aforementioned cases of Paragraph 5 (h) requires the written form.

Any national legal provisions of a mandatory nature remain unaffected by this termination clause.

i. Change proviso in the event of extraordinary circumstances or events

In the event of serious, extraordinary circumstances or events or a change to such circumstances or events which may already exist and which do not lie within the Goethe-Institut's sphere of influence (e.g. riots, armed conflicts or terror attacks, natural disasters, epidemics, pandemics etc.), we reserve the right to offer you changes to your course (e.g. with regard to its time or location). In this case we will submit a new offer by a given deadline and ask you to inform us whether you would like to accept the changed offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments you have made (proportionately, if necessary, in accordance with the status of the service provision).

6. Special terms for goods purchases

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

7. Limitation of liability and release of liability

a. 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 to 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. In particular the Goethe-Institut is also not liable for the cancellation of its services due to force majeure (e.g. natural disasters, fire, floods, war, official orders and all other circumstances outside the control of the contractual parties).

b. Release of liability

You shall indemnify us from any claims asserted against us by third parties on account of a breach of law or breach of duty committed by you in connection with the participation in courses and/or examinations unless you are not responsible for the breach of duty. You shall indemnify us from the costs of the necessary legal defence, including all court and lawyer's fees, on presentation of proof. Further claims for damages remain unaffected.

The same applies to child and youth courses if the legal or duty violation is committed by your child.

8. Dispute resolution

We are ready to participate in an extra-judicial dispute settlement procedure before a consumer dispute resolution body. The competent body is Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de.

9. Final provisions

The contact point for complaints regarding courses and examinations offered by the Goethe-Institut is the management of the respective Goethe-Institut holding the courses/examinations. The exam guidelines govern any further complaint procedures for examinations.

The Goethe-Institut collects, processes and uses personal data of participants both for the purposes of fulfilling a contract concluded with the participants, and within the framework of legal permission and any consent under data protection laws which may have been granted to the Goethe-Institut. Further details can be found in the separate privacy statement to which we hereby expressly refer.

Up-to-date information on prices, enrolment deadlines etc. is published on the homepage of the respective Goethe-Institut (www.goethe.de). Further details on the administration of the examinations can be found in the exam guidelines of the Goethe-Institut as well as the Terms and Conditions for Exam Administration for the individual examinations.