

1. Scope of application of the General Terms and Conditions of Participation

1.1 These General Terms and Conditions of Participation shall apply to all semester courses, quarter, super-intensive courses and online group courses (Deutsch Online-Gruppenkurse) offered at the Goethe-Institut in Kraków.

1.2 These General Terms and Conditions of Participation are available at the office of Goethe-Institut in Kraków and also on the www.goethe.de/krakow website, and the Student is informed of this fact when enrolling in the course. By paying the course fee, the Student enters into a Contract with the Goethe-Institut concerning the provision of the course and confirms that he or she has read the General Terms and Conditions of Participation.

2. Prerequisite

Persons who wish to attend language courses at the Goethe-Institut in Kraków must be at least 16 years of age. This does not apply to courses for children and young people in whose cases the consent of a legal representative is required.

3. Pricing

3.1 Information on the prices applicable at the time of enrolment can be found in the current price list at the office of the Goethe-Institut in Kraków and on the www.goethe.de/krakow website.

3.2 No administration fee shall be charged where a Student switches groups.

3.3 The payment of the course fee shall entitle the Student to use the library of the Goethe-Institut in Kraków free of charge and also to access the e-learning platform for 6 months.

3.4 The course fee does not include the costs of the textbook or the examination.

4. Payment terms

4.1 The course fee can be paid by bank transfer. The account number and the date of settling the payment are to be found in the confirmation of registration to a course. Only timely payment guarantees a place on the course.

4.2 The course fee shall be deemed paid when it is credited to the bank account of the Goethe-Institut in Kraków.

5. Withdrawal and termination

5.1 The Student may withdraw from the Contract on the day preceding the first day of the course at the latest. In this case, the entire course fee shall be refunded to the Student.

5.2 From the first day of the course, the Student may terminate the Contract in writing. In the case of super-intensive courses, termination shall only be possible for good cause.

The Contract shall be terminated upon the expiry of the notice period. The following notice periods apply:

- a) for semester courses: four course weeks from the day in which the notice of termination was submitted.
- b) for quarter courses: two course weeks from the day in which the notice of termination was submitted.
- c) for super-intensive courses: from the day of the notice of termination until the end of the week in which the notice of termination was given
- d) for online group courses: from the day of the notice of termination until the end of the week in which the notice of termination was given

5.3 In the event of termination of the Contract, the Student shall be reimbursed the fees for the lessons falling after the end of the notice period.

5.4 In the event that a standard course group is smaller than 7 Students, the Goethe-Institut reserves the right to cancel the course within 7 days from the onset of the course or to offer it in the form of a small group course with less amount of lessons at a regular price. If the course is cancelled, the entire course fee will be refunded. In both cases, Students are also entitled to move to a different group if there are vacancies in that group.

5.5 A Student may join an already established group after the course has started if there are vacancies in that group, but not later than on the 3rd day of the course. In this case, the Student shall pay the regular course fee.

6. Assignment to groups / group sizes

6.1 Students shall be assigned to groups at individual levels on the basis of a valid language proficiency certificate (test result and interview at the Goethe-Institut or at the Goethe-Institut Examination Centre or an international certificate).

6.2 Standard course groups at the Goethe-Institut in Kraków shall have a maximum of 12 participants for online courses and 10 participants for on-site courses (conducted at the registered office of the Institute), and the minimum number of participants (for both online and on-site courses) shall be 7.

6.3 The Goethe-Institut reserves the right to change the number of participants of a course and to introduce fully or partially online classes if this becomes necessary due to governmental regulations or in order to ensure the safety of the Students and Goethe-Institut staff.

7. Participation in classes

7.1 Goethe-Institut Students shall conduct themselves properly and in accordance with the rules of social conduct during classes. Students are obliged to comply with the rules for participation in classes set by the Goethe-Institut.

7.2 It shall not be possible for a Student to participate in classes in a group other than the one to which the Student has been assigned.

7.3 The Goethe-Institut is entitled to refuse admission to class to a Student who fails to comply with the rules of Goethe-Institut for participation in classes.

7.4 The Student shall be liable for any damage caused to the Goethe-Institut and to other Students as a result of his or her failure to comply with the rules of Goethe-Institut for participation in classes.

8. Class inspections

As part of the course, the management of the Language Department shall carry out class inspections in order to ensure the high quality of the courses taught.

9. Course completion certificate

Upon the completion of the course, each Student shall receive a certificate of completion of the course. The certificate shall not require a signature; it shall be generated by the system and sent to the Student's e-mail address entered in the system. The certificate shall include information on the results achieved (on the basis of tests and the Student's verbal and written performance) stated as follows: has completed the course with a very good result, has completed the course with a good result, has completed the course with a satisfactory result, has attended the course. In order to participate in a next level course, a certificate of completion of the course with a very good, good or satisfactory result shall be required. If a Student obtains a score lower than 60% on a test, he or she may improve his or her score before the start of the new semester by retaking the test. The date of the retake should be agreed with the teacher.

10. Goethe-Institut Liability/Force Majeure Events

The liability of the Goethe-Institut and of its employees shall be limited to cases of willful misconduct. The Goethe-Institut shall not be liable for any non-performance due to force majeure events such as natural disasters, a state of epidemic and a state of epidemic threat, floods, war or government orders, and due to any other circumstances beyond the control of both parties.

11. Complaints

Complaints should be directed to the Course Office of the Goethe-Institut in Kraków. Complaints shall be answered in writing by the Head/Manager of the Language Department within two weeks.

12. Amendments to the General Terms and Conditions of Participation

12.1 The Goethe-Institut in Kraków shall have the right to amend these General Terms and Conditions of Participation and the amendment shall take effect as of the date indicated by the Goethe-Institut.

The effective date of the amendment shall be at least 14 days from the date on which the amended Terms and Conditions are made available to the Students.

12.2. The provisions of these General Terms and Conditions of Participation shall enter into force on **September 5th 2022**.