

# GENERAL TERMS AND CONDITIONS OF THE GOETHE-INSTITUTS IN GERMANY („GOETHE-INSTITUT“) FOR EXAMINATIONS

## 1 Scope of application

These general terms and conditions apply to all examinations of the Goethe-Institut with the exception of the TestDaF examination.

In addition, the examination regulations and the implementation rules for the Goethe Certificates apply, as amended from time to time. ([www.goethe.de/pruefungen](http://www.goethe.de/pruefungen))

## 2 General information

- 2.1 If the contractual partner is not the examination participant, then the contractual partner shall ensure that the examination participant receives these general terms and conditions for his/her acknowledgement and complies with the applicable obligations.
- 2.2 The contractual partner shall ensure compliance with the applicable provisions of data protection law in case personal data are communicated to the Goethe-Institut.
- 2.3 Current information on prices, registration deadlines and examination dates is available on the website of the Goethe-Institut ([www.goethe.de/deutschland](http://www.goethe.de/deutschland)).

## 3 General requirements

- 3.1 Examination participants must be at least 10 years of age.
- 3.2 The participation of minors requires the legal representative to grant permission and sign a separate declaration of responsibility. The legal representative is hereby notified of those obligations.
- 3.3 Registration shall take place on the website of the Goethe-Institut concerned within the communicated deadlines.

## 4 Course fees

- 4.1 For examinations, the prices indicated on the website [www.goethe.de/deutschland](http://www.goethe.de/deutschland) at the time of registration shall apply.
- 4.2 If examinations take place outside the premises of the Goethe-Institut at the request of the contractual partner, travel expenses may be charged in addition to the indicated prices. The Goethe-Institut conducting the course will provide information on fixed fees for return travel.

## 5 Conclusion of the contract

- 5.1 An examination booking enquiry shall specify an examination type, location and date.
- 5.2 When the booking enquiry is received, a check is made for availability of the requested examination space.  
The contract on the booked examination services comes into effect on receipt of a written booking confirmation by the contractual partner.
- 5.3 With the booking confirmation, an invoice is sent or handed over, stating the fees for the booked services with a payment deadline, invoice number and customer number.
- 5.4 The booked examination space is non-transferable.

## 6 Terms of payment

- 6.1 The fees for the booked services are payable in full to the Goethe-Institute in accordance with the payment deadline. The payment date is defined as the date at which the payment is credited to the Goethe-Institut account specified in the invoice.  
The invoice and customer numbers must be quoted in the payment transfer.
- 6.2 All bank charges related to the payment shall be borne by the contractual partner.
- 6.3 If the payment for the booked services is not made within the deadline stated in subsection 6.1, the contractual partner shall no longer be entitled to the booked examination space.

## 7 Changes to course bookings

- 7.1 The booked examination can be rebooked on one occasion up to five working days before the examination date. (Saturdays are not counted as working days for this purpose.) An administrative fee of €50.00 applies. The contractual partner is at liberty to demonstrate that the Goethe-Institut did not incur damages, or incurred damages in a lesser amount.
- 7.2 The rebooking declaration must be submitted in writing (by letter, fax or email).  
For purposes of the deadline, the time of receipt of the declaration by the Goethe-Institut shall be decisive.
- 7.3 The Goethe-Institut will send or hand over a confirmation of the rebooking to the contractual partner and will issue a separate invoice for any applicable administration fees pursuant to subsection 7.1. The rebooking is binding from the date of receipt of the confirmation by the contractual partner.

## 8 Cancellation

- 8.1 In case of withdrawal from the examination due to illness, documented by the submission without delay of a doctor's certificate, the examination fee will be reimbursed or credited and the examination participant will be rebooked for the next examination date.  
An administrative fee of €50.00 applies.
- 8.2 If proof of force majeure is provided as the cause of withdrawal from the examination, the examination fee will be reimbursed or credited and the examination participant will be rebooked to the next examination date.  
An administrative fee of €50.00 applies.
- 8.3 The withdrawal declaration must be submitted in writing (by letter, fax or email).  
For purposes of the deadline, the time of receipt of the withdrawal declaration by the Goethe-Institut shall be decisive.
- 8.4 The contractual partner is at liberty to demonstrate that the Goethe-Institut did not incur damages, or incurred damages in a lesser amount.

## 9 Late arrival / non-appearance for the examination; withdrawal during the examination

- 9.1 If the examination participant does not appear or appears after the examination begins, he/she is regarded as absent from the examination. It is then not possible to participate in the examination.
- 9.2 If the participant is late or absent, or withdraws during the examination due to illness (documented by the submission of a doctor's certificate without delay) or force majeure, the examination fee will be reimbursed or credited, and the examination participant will be rebooked for the next examination date.  
An administrative fee of €50.00 applies. The contractual partner is at liberty to demonstrate on each occasion that the Goethe-Institut did not incur damages, or incurred damages in a lesser amount.

## 10 Right of withdrawal in case of contracts signed outside business premises and distance selling contracts

For contracts signed outside business premises and distance selling contracts, consumers have a withdrawal right as described in the Information on Withdrawal. Persons entering into a contract for purposes related to their business are not granted a voluntary right of withdrawal.

## 11 Warranty

The statutory liability for defects applies.

## 12 Restriction on liability

For claims related to damages caused by the Goethe-Institut, its legal representatives or agents the Goethe Institut is always fully liable

- in case of damage causing death, personal injury or harm to health
- in case of deliberate or negligent violations of duty
- in case of guarantees if agreed
- if the damages fall within the scope of the German Product Liability Law

In case of breaches of material contractual obligations through slight negligence by the Goethe-Institut, its legal representatives or agents, the fulfilment of which is a prerequisite for proper performance of the contract, and with which the contractual partner can generally expect compliance (principal obligations), liability is limited to typical damages that are reasonably foreseeable upon entering into the contract.

All other damage claims are excluded.

## 13 Applicable law and place of jurisdiction

The contractual relationship between the Goethe-Institut and the contractual partner is governed by the laws of the Federal Republic of Germany. This choice of law applies in respect of consumers only if it does not result in the loss of the protection the consumer would enjoy through the mandatory consumer protection laws of the country of his/her habitual place of residence.

If the contractual partner is a business person within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdictions for all disputes arising from contractual relations between the Goethe-Institut and the customer is Munich.

Consumers have a right to cancel in accordance with the following conditions. For this purpose, a consumer is defined as any natural person entering into a transaction for purposes not primarily related to commercial or self-employed activities:

#### A. NOTICE OF RIGHT TO CANCEL

##### Right to cancel

You have the right to cancel this contract within 14 days without giving reasons. The cancellation period is 14 days from the contract date.

##### To exercise the right to cancel, you must send a clear declaration to us at:

Goethe-Institut e.V.,  
Goethe-Instituts in Germany,  
Sales and Marketing,  
Goethestraße 20,  
80336 Munich, Germany  
Tel.: +49 (0)89 15921-0,  
Fax: +49 (0)89 15921-202,  
deutsch@goethe.de

(e.g. a letter, fax or e-mail) indicating your decision to cancel this contract. The attached sample cancellation form (PDF, 95 KB) may be used to notify us of your decision to cancel, but it is not required.

To comply with the cancellation period, it is sufficient for you to send your notice of cancellation to us before the cancellation period expires.

##### Consequences of cancellation

If you cancel this contract, we are required to reimburse all payments that we have received to you, including delivery costs (with the exception of additional costs resulting from your selection of a delivery option other than the cheapest standard delivery option offered by us) without delay and no later than 14 days from the date on which we receive notification of your cancellation of this contract. For the reimbursement we use the same means of payment as in the original transaction unless we have expressly agreed to other arrangements with you. You will not be charged fees for this reimbursement under any circumstances.

If the delivery of services begins at your request during the cancellation period, you are required to pay us an appropriate amount corresponding to the portion of the services provided during the cancellation period as a percentage of the total contractually agreed services.

##### End of notice of right to cancel

##### Exclusion or early expiry of the right of cancellation:

The right to cancel will expire at an earlier date if we have provided the entire contractually agreed services and only began to provide services after you gave your express consent for services to begin and acknowledged that you would lose your right to cancel following complete performance of the contract by us.

#### B. CANCELLATION FORM

**If you wish to cancel the contract, please complete this form and return it to us at:**

Goethe-Institut e.V.  
Goethe-Instituts in Germany,  
Sales and Marketing,  
Goethestraße 20  
80336 München  
Fax: +49 (0)89 15921 202  
Email: deutsch@goethe.de

I/we (\*) hereby cancel the contract entered into by me/us (\*) on the purchase of the following goods (\*)/ the performance of the following service (\*)

\_\_\_\_\_  
Ordered on (\*)

\_\_\_\_\_  
Received on (\*)

\_\_\_\_\_  
Name of consumer(s)

\_\_\_\_\_  
Address of consumer(s)

\_\_\_\_\_  
Signature of consumer(s) (only in case of notification on paper)

\_\_\_\_\_  
Date

(\*) Please delete non-applicable options