

General terms of business of Kreuzberg-Bonn e.V.

– Participation in German courses and accommodation –

Enrolment, making a contract

Enrolment for a specific German course, or where applicable for accommodation also, must be done via post or via e-mail. We shall notify you in writing within a week, as to whether we can accept the enrolment and whether we require further information or documents from you.

The contract relating to participation in a German course and where applicable to accommodation in our student house (student hostel) is only reached after all the required information and documents have been received and all fees for the chosen course and, if applicable for the accommodation, have been credited to our bank account.

Visa confirmation

You are responsible for the legitimacy of your residence in Germany. After paying the required course fees and if applicable the accommodation fees as well, you will be sent a confirmation of registration which you need to apply for a visa. Please note: for the confirmation of your visa you must also take out a medical insurance for the whole of the duration of your expected residence in Germany.

Course duration

In our intensive courses, we give 30 lesson periods per week regularly (1 lesson period = 45 minutes). Our courses have at least 5, at the most 14 participants. If the number of participants is less than 8, we reserve the right to reduce the number of weekly lesson periods to 20. The concentration of instruction material for such small groups does not have any influence on our course fees.

Course material

The costs for extensive and additional instruction materials (workbooks) are also included in the course fees. The costs of the required textbooks are not included in the course fees. You can purchase them in our Institute at their current cover price.

Course extension

Subsequent courses could be booked at our administration office during your stay. In this case, the course- and instruction fees of your selected course should be paid not later than on the first day that the course commences (if possible show the bank receipt).

Cancellation of Courses, withdrawal, change of booking

Where the number of enrolments for a course is less than 5 people, we may cancel the course, up to four weeks before it was planned to start. In this case, course fees paid will be refunded.

If you do not participate in a course that you booked or you do not take possession of the accommodation you booked, the following cancellation or change of booking conditions apply:

Cancellation of services agreed upon (course and / or accommodation) is only possible where it is made before the course booked begins or before the period of the accommodation begins by letter/fax/e-mail.

In the case of a cancellation we shall refund the course fees (or accommodation costs) less **cancellation expenses**. If the cancellation is made up to 4 weeks before the commencement of the course or the accommodation period, the cancellation expenses amounts to 15% and if the cancellation is made within 4 weeks before the commencement of the course or the accommodation period, the cancellation expenses amounts to 25 % of the services cancelled.

Instead of cancellation of services agreed upon, you can, up to 4 weeks before a course begins, **change the booking**, subject to availability, to the next course or the course after next. The payments you have already made would be taken into account in the settlement of the fees to be paid for the course selected and no cancellation costs would arise.

After the commencement of the course booked or the accommodation period, the costs of services you did not make use of would not be refunded. In case of cancellation of classes because of official holiday within the week (including Monday of the local carnival), the fees have to be paid in full.

Where an **enrolment confirmation** has already been sent to you before your withdrawal, so that you can present it to the foreign authorities or embassy, it should be returned to us immediately in the original form. Failure to do so or in case you do not turn up for the course, without excuse, at the beginning of the course, we must inform the foreign authorities.

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Liability

The liability of Kreuzberg-Bonn e. V. and its employees towards you is limited to gross and wanton negligence. The limitation of liability does not apply to bodily and fatal injury or the breach of fundamental contractual obligation.

If there is a breach of fundamental contractual obligation, the liability of Kreuzberg-Bonn e. V. is limited, in its scope, to the foreseeable damages.

The Kreuzberg-Bonn e.V. is not liable for the cancellation of its services as a result of act of God, demonstration (strike) or other reasons outside its control.

Data recording and protection

You declare your acceptance that we electronically record and process your personal data for the only purpose of duly carrying out the procedures of enrolment (registration), invoice, proficiency statement and to fulfil legal requirements, especially in accordance with Aliens Law.

You have the right to get informed about which personal data of you we have registered. You have also the right, that your data will be corrected or even deleted as far as they are not needed for legal commitments.

For online participation in our courses we rely on the US provider "zoom". We use the so-called "EU" cluster from Zoom. Streaming takes place exclusively in data centres in the European Union. Personal data is not transferred to the USA or any other third country. We have concluded an order processing contract with "Zoom", including the EU standard contract clauses.

See also: https://zoom.us/de-de/privacy.html#_Toc44414845

We rely on the Swedish provider "exam.net" to conduct our internal examinations at the end of each course. Exam.net is located in Sweden including the servers they use. It meets all the requirements of the Swedish National Agency for Education in terms of security, data processing, anonymization and approved tools. We have signed a contract with Exam.net. (see also: <https://exam.net/>)

Certificate

Within three weeks after the end of the last course you attended, you will be sent a certificate which attests to the level of the course, its content (in line with CEFR), the number of course hours you completed and the grade you attained in the tests you attempted.

The precondition for issuing a certificate is the regular participation in the course activities as well as passing the final test. Where these conditions are not met, you may receive a participation certification which will simply state the course you attended, the content (in line with the CEFR) and the number of course hours you completed.

Other course participation attestations

We can provide you with additional attestations of your participation in our German course, so that you can submit them to universities, public authorities or other institutions. The name of the body or institution to receive the attestation should be disclosed to us and its name will be expressly noted on it. Attestations will only be made for course units you have actually completed.

We reserve the right to only issue an additional attestation after any additional costs that arose have been refunded.

Applicable Law, contractual language, court of jurisdiction

German Law is applicable to all contracts made with you.

If there is a discrepancy between the German version of these general business terms and the version in a foreign language, the German version will be valid.

The court of jurisdiction agreed on is Bonn.

Version: 2018-06-05

History

Status: 2018-06-05

Change: 2020-09-23 Insertion of privacy policy "zoom" and "exam.net"