

Terms and Conditions – Home Tuition Program 2018/19

1. REGISTRATION / BOOKING

You (hereinafter also referred to as “Customer”) may complete the registration electronically via the booking website <https://www.sprachinstitut-treffpunkt.com/enrol-ht/> , or alternatively it may be printed and sent to Sprachinstitut TREFFPUNKT-ONLINE (hereinafter also referred to as “TREFFPUNKT-ONLINE”, “we” or “us” as the context requires) by mail, email or fax.

The booking procedure is as follows:

- You complete the registration form online or in hard copy and return it to us.
- You then pay to us a non-refundable deposit by bank transfer, credit card or PayPal as detailed in clause 2. Payment Terms.
- Where registration and payment are done online, we will send you a booking confirmation and a payment confirmation for your registrations by e-mail. For bookings where the deposit is paid by bank transfer, we will send a booking confirmation with our bank details to allow you to make the transfer. Once we have received the deposit in full, we will send a payment confirmation by e-mail.

A valid contract only exists between the Customer and TREFFPUNKT-ONLINE once we have received the registration, the full deposit payment and we have issued the booking confirmation to the Customer.

- We will send you a placement test for the participant to complete. Please note no placement test is necessary for courses from Level B2 and above, you are still required to provide a brief written introduction about the participant, the participant’s work (if applicable) and a description of your expectations of the course.
- Apart from last-minute bookings, the balance (hereinafter referred to as the “final payment”) of the course fees must be settled in full in accordance with the provisions of clause 2. Payment Terms.
- We will confirm receipt of the final payment and send you contact details of your host family.
- We will send you a consent form by e-mail confirming that participation in the activities of Sprachinstitut TREFFPUNKT-ONLINE and third-party providers is entirely at the participant’s own risk. For juniors only: Parents authorize the staff of TREFFPUNKT-ONLINE to take appropriate action in the event of a medical emergency. This consent form must be signed and returned to us prior to commencement of the course.
- Where an airport transfer has been booked, we will send details of the pick-up no later than five days prior to commencement of the course. Where the booking is for adolescents, we will also send a consent form for you to sign authorizing them to be collected by the designated person (taxi transfer or host family member).

2. PAYMENT TERMS

Deposit:

The **deposit** payable for each course is **EUR 150.00** which comprises the **registration** fee of **EUR 70.00** and an **advance payment of EUR 80.00**. The advance payment of EUR 80.00 will be credited to the final invoice as a credit balance on the total amount.

The deposit is non-refundable irrespective of the cancellation date.

The deposit can be made by bank transfer, credit card or PayPal. If registering online, the deposit will be settled immediately by PayPal or credit card. If you have requested an invoice on the online registration form, it will be sent to you by e-mail. Where “Payment via bank transfer” has been selected, or where the registration is being done by mail, you will receive an invoice detailing all payment options.

Final Payment:

The **final payment** (invoice amount minus EUR 150.00) is due no later than 31 days before the beginning of the course.

The final payment should be made via bank transfer to our bank account. All bank charges shall be borne by the Customer who must ensure that the full amount of the final payment is credited to our bank account.

Cancellations:

Should the Customer cancel the course, the following cancellation conditions apply:

- from 30 to 21 days prior to course commencement: 30% of the final payment becomes payable
- from 21 to 14 days prior to course commencement: 50% of the final payment becomes payable
- from 13 to 7 days prior to course commencement: 70% of the final payment becomes payable
- from 6 days prior to course commencement or in case of no-show: 90% of the final payment becomes payable.

Bookings that have not been paid for or confirmed 7 days before the start of the course will be automatically canceled by us and the Customer shall become liable for the cancellation charges stated above. For last-minute bookings i.e. up to 3 days before the start of the course, individual arrangements will be made.

Payment Surcharges:

If payment by credit card (Visa and Master Card) or PayPal is preferred, the following surcharges will apply:

- credit card: 2.5% surcharge on the final payment
- PayPal: 3.5% surcharge on the final payment

To avoid these charges, we recommend payment by SEPA bank transfer.

3. CHANGES AND TRANSFERS

The Customer is not permitted to change the course date, location or the accommodation from 31 days or less prior to commencement of the course. Changes to course date, location or the accommodation made more than 31 days from the commencement date will incur a rebooking fee of EUR 150 per participant. Smaller rebooking requests that incur no or minimal costs, e.g. within the booked family, are free or charged at cost.

A transfer of the registration to another person for the same course date, course program and course duration is possible free of charge in which case a new registration must be made via our online registration form. Such transfers can only be accommodated prior to the commencement of the course.

4. INSURANCES

Health Insurance:

Health insurance (*Krankenversicherung*) is obligatory for all participants on our home tuition courses in Germany and is not included in the course fees. Customers should check if their existing health insurance arrangements cover participants who wish to study in Germany. Where health insurance is required (e.g. for non-EU nationals not covered by reciprocal healthcare agreements), we recommend the insurance provider *Care Concept AG* (www.care-concept.de) which offers insurances specially tailored for language students.

The cheapest policy for participants up to 35 years of age currently offered by Care Concept AG is "**Care College**" and currently costs EUR 28.00 (Tariff S) per month. The cheapest policy for participants over the age of 35 years is "**Care Economy**" which is available from EUR 1.00 per day with a deductible of EUR 25.00 in case of claim.

More detailed information about these policies and the terms and conditions applicable to them can be found on the website of Care Concept:

- Care College: [Health Insurance for Language Students and Pupils up to the age of 35](#)
- Care Economy: [International Health Insurance for Language Students, Private and Short Business Trips from the age of 35 onwards](#)

Please note that the prices and policy details mentioned above are indicative only, were correct as of 30th April 2018 and are subject to change. The Customer is advised to make his own enquiries as to what policies are available, the coverage and costs. TREFFPUNKT-ONLINE accepts no responsibility should the Customer be unable to secure health insurance from Care Concept AG or any other provider at the prices mentioned.

Personal Liability and Accident Insurance:

Private Liability Insurance (*Privathaftpflichtversicherung*) protects the insured (i.e. the participant) against claims from third parties (for example, the host family) for possible damage claims. It also protects the host family by ensuring the participant has the financial means to pay for any major damage.

For the home tuition course at the TREFFPUNKT-ONLINE, private Liability Insurance is compulsory for minors and adolescents and is also recommended for adults. Please note the costs of such insurance is not included in the course fees. Private Liability Insurance usually also includes cover for the insured against accidents, and will for example protect against financial consequences in case of inability to work due to disability or death after an accident. It is available from many providers, for example *Care Concept AG* (www.care-concept.de) currently offer two months of cover typically costing around EUR 15.00 aimed specifically at language students up to the age of 74 years. Exact details of the policy can be found in the [terms and conditions of the liability and accident insurance](#) published by Care Concept AG.

You can arrange this insurance directly online using the link below.

- Care Protector: [Liability and accident insurance](#)

Alternatively, upon request we can arrange it on your behalf.

If you do not have or do not wish to take out liability insurance, by accepting our terms and conditions you agree that you will personally pay for any damage caused by the participant(s).

Travel Cancellation Insurance:

Travel Cancellation Insurance (*Reiserücktrittsversicherung*) is readily available through most insurers and can usually be arranged directly online. We strongly recommend that participants take out travel insurance which covers them for cancellation, personal belongings and medical care.

Consent Form:

Consent Form: Where course participants are minors, parents will be asked to sign this [declaration of consent](#) authorizing the participation of the minors in the activities at their own risk and enforcing the legal requirements in Germany relating to alcohol during time spent with the host family.

Important note: TREFFPUNKT-ONLINE is not liable for personal injury or damage to property sustained in connection with services are provided by us or as third-party services, for example leisure activities. Some of the leisure activities are outsourced services that accompany but are not part of the responsible program offer.

The participant(s) also participate in all other activities at his own risk and responsibility. In no case can the teacher, the host family, friends or acquaintances of the family or a person of TREFFPUNKT-ONLINE be held responsible for personal injury and damage to property. For the transport of the participant(s) from the airport to the host family the responsible taxi company is liable.

If the host family is collecting the participant(s) from the airport, train station or any other pick-up point mutually agreed between the parties, the host family shall not be held liable for personal injury or property damage. We therefore recommend taking out accident insurance as described above.

The only exclusion from the provisions of this clause is when gross negligence can be proven.

5. TERMINATION OF COURSES FOR ADOLESCENTS FOR BEHAVIORAL REASONS

TREFFPUNKT-ONLINE reserves the right to terminate the course program without notice if the adolescent, regardless of a warning, disturbs the family in the long term or behaves to such an extent deemed in the opinion of TREFFPUNKT-ONLINE as anti-social, irresponsible, threatening or aggressive, such that the immediate cancellation of the program and termination of the Contract is justified. Termination will be particularly considered where the adolescent fails to change his or her harmful behavior immediately after oral and written request. If TREFFPUNKT-ONLINE terminates the Contract under this clause, it reserves the right to the retain full program fees.

6. OBLIGATIONS OF THE CUSTOMER

The Customer is obliged to immediately notify of any deficiencies occurring with the host family, during lessons or with the accommodation provided under the contractually guaranteed services. If the course stay is significantly impaired due to a defect, the Customer will be offered an alternative course and/or accommodation equivalent to that to be provided under the contract. A unilateral termination by the Customer is only permitted where TREFFPUNKT-ONLINE has allowed a reasonable time-period of up to a maximum of 3 days to elapse without remedying the defect. In this case, the Customer is entitled to reimbursement of the portion of services that have not been provided. Where the course is booked for minors, the period of 3 days after consultation (by phone and e-mail) by TREFFPUNKT-ONLINE with the parents of the child applies.

7. EXCLUSION OF CLAIMS AND STATUTE OF LIMITATIONS

If the Customer has claims for non-performance of the contracted services, he must assert them within the duration of the contract i.e. during the course. In case of emergency, representatives of TREFFPUNKT-ONLINE can be on-site within 4 hours to attend to the deficiencies and remedy the situation.

Notice of claims against TREFFPUNKT-ONLINE must take place within 48 hours of the event occurring and must be delivered directly to TREFFPUNKT-ONLINE only at the address given below:

Sprachinstitut TREFFPUNKT-ONLINE

Schellenbergerstraße 20

D-96049 Bamberg, Germany

Email: a.vonohr@sprachinstitut-treffpunkt.com

Tel: +49 (0)951-20 44 04, Fax: +49 (0)951-20 44 74

After the course has ended and the participant has departed, the Customer can no longer assert any claims against TREFFPUNKT-ONLINE and the services under the contract will be deemed completed to the satisfaction of the Customer.

8. PASSPORT, VISA AND HEALTH REGULATIONS

The Customer is responsible for complying fully with the current passport, visa and health regulations prevailing in Germany. It is recommended to arrange all necessary travel documents as early as possible. Attention should be paid to the carrying of correct documents as well as complying with all customs and foreign exchange regulations. Direct and indirect costs incurred due to non-compliance with such regulations, for example payment of cancellation and cancellation fees, will be at the Customers' expense.

9. DATA PROTECTION

We use data submitted by Customers to process Customer requests and prepare the participant's stay. In principle, we do not pass on personal data to third parties without the Customer's consent unless it is directly necessary for the provision of the service, for example to arrange leisure activities, or for the performance of the contract.

Photographs of participants taken during the course may, after mutual consultation, be published on the website of the language institute TREFFPUNKT-ONLINE or in other promotional material published by TREFFPUNKT-ONLINE to document the experiences of participants for prospective clients. These pictures will not be shared with third parties.

10. GENERAL INFORMATION

- The course fees include tuition and accommodation as booked, practice hours, activity program, teaching material, placement test and certificate of attendance.
- Unless otherwise agreed, a lesson ("U-lesson") lasts 45 minutes.
- No compensation will be paid for lessons in which the participant did not participate due to his own fault.
- Sprachinstitut TREFFPUNKT-ONLINE is a sole proprietorship of Alexandra von Rohr, Schellenbergerstraße 20, D-96049 Bamberg, Germany.
- The place of jurisdiction is Bamberg, Germany.

I, the undersigned, fully accept the terms and conditions of TREFFPUNKT-ONLINE as contained in pages 1 to 5 hereto.

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Forename, Surname

Place, Date