

**activ lernen**  
**Institut für Sprachen und Nachhilfe**  
Maria Baron  
Kaiser-Wilhelm-Ring 24, 50672 Köln  
Tel: 0221/9525186, Email: info@activlernen.de

Contract  
between activ lernen Language Institute and

\_\_\_\_\_  
Name

\_\_\_\_\_  
First name

\_\_\_\_\_  
Place of birth

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Email

\_\_\_\_\_  
Area code/Telephone number

\_\_\_\_\_  
Street and number

\_\_\_\_\_  
Post code, City or Town

\_\_\_\_\_  
c/o

\_\_\_\_\_  
How did you hear about us?

The participant has agreed to the conditions and understands that this contract is non-negotiable and binding.

**Intensive course german level:**

The course will take place either at Kaiser-Wilhelm-Ring 24 or at Melchiorstr.3 or branch. Online class possible on particular days.

\_\_\_\_\_  
Name of the course

40.00 EUR

\_\_\_\_\_  
Beginning of course

\_\_\_\_\_  
End of course

\_\_\_\_\_  
Cost of the Course

\_\_\_\_\_  
Registration fee

\_\_\_\_\_  
Payment installations have been agreed upon  
Yes                      No

\_\_\_\_\_  
The cost of course includes books, etc:  
Yes                      **No**

1. In the case that payment installations have been agreed upon, the participant is required to pay on the first working day of each consecutive four-weeks-period. If the participant doesn't make a payment for more than four weeks, than the rest of the sum will be due all at once. The course materials and costs of books are also available for inspection in the office.
2. The participant is personally responsible for paying for the course. In the case that there is a third party paying for the course partially or in full only then is the participant released from the payment obligations.
3. The signature of the participant acknowledges and agrees to the conditions of the contract included on the back of this document.

\_\_\_\_\_  
Location/Date

\_\_\_\_\_  
School Administration

\_\_\_\_\_  
Signature of participant

Bank Information: **Baron, Maria, Commerzbank Köln,**  
**IBAN: DE 18 3704 0044 0555 966 100, SWIFT-BIC: COBADEFFXXX**

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**General Terms and Conditions**

We would like to thank you for the trust placed in us.

**1.) Scope of applicability**

Activ lernen offers general language courses and language courses for further vocational training to private and corporate customers. The following terms and conditions shall apply to all services within the context of language instruction.

**2.) Enrollment and Payment**

2.1. The student can only be considered officially enrolled and the contract come into effect once the enrollment form overleaf has been completed and signed by the student and active lernen. After the registration the student will receive confirmation of registration for the booked course upon request.

Bookings of minors must be signed by a parent or a legal guardian. In this case, the contract shall only come into effect upon the client's receipt of a written confirmation of order and the school's receipt of the signature of a parent or legal guardian.

With regard to bookings through agencies, the contract is considered as concluded only between the respective agency and the school. A booking becomes binding upon written confirmation of the school.

In the case of bookings via distance communication means, customers who are consumers in terms of article 13 of the German Civil Code are entitled to the right of revocation according to the revocation information enclosed separately.

2.2. The course fee quoted overleaf is a fixed amount. This charge only covers the instruction. The one-off registration fee amounting to € 40,00 comprises administrative expenses and examination fees. The payment of the course fee shall become due on the first day of the course or, if monthly payment has been agreed upon of the relevant course month( 1 course month = 4 weeks). An essential prerequisite for obtaining a registration certificate is payment of at least 50% of the total amount of the contractually stipulated course fee( Rest payment then upon course start.) Without complete settlement of the due invoice amounts, the student is not entitled to claim the rendering of the booked performance.

**3.) Holiday and Periods of Absence**

3.1. Classes are held from Monday to Friday, and may take place in the mornings as well as in the afternoons and evenings. One teaching unit is 45 minutes. There is no entitlement to instruction on bank holidays.

3.2. If a student is not able to attend the course entirely or partly (due to illness, personal or business obligations, etc.), he or she shall not be entitled to reimbursement of the course fee or participation in a different course at a later point of time.

On part of the student, appointments for one-to-one lessons must be cancelled 24 hours prior, though at least one working day to the corresponding appointment at the latest in order to not be charged by the school.

Unless otherwise agreed, the same rule shall apply to small groups.

3.3. Against the backdrop of an increase in efficiency in instructing a lower number of students, we reserve the right to reduce teaching units down to min. 2 per day accordingly, should group courses fall short of the minimum number of 8 students constituting a course according to our terms. Participants with a language course visa will in any case receive an adequate alternative offer with a minimum of 18 teaching hours per week.

3.4. The number of course participants must be at least 4 and shall not exceed 18. The school reserves the right to cancel a group course up to 10 days prior to course commencement if the minimum number of participants is not reached. In this case, the student will be offered an alternative time for the beginning of the course. Otherwise, all course fees, which have already been paid, will be refunded in full. Reimbursement shall solely be effected to the person or agency that has made the payment. Exemptions hereto may only be allowed for upon written instruction of the person or agency that made the payment. Participants with a language course visa will in any case receive an adequate alternative offer on the same start date which fulfills the conditions for a language course visa.

**4.) Insurance**

The school does not provide insurance of the student against illness, accident, theft, loss of, or damage to personal property. Under no circumstance does the school assume responsibility for accidents during classes, excursions, or during any other extracurricular activities. Therefore, the student is strongly advised to take out respective insurance on his or her own initiative.

**5.) Cancellation**

Unless otherwise agreed this contract shall be concluded for the fixed term of the course as stated overleaf. After inscription, cancellations or partial cancellations of performances booked in advance are no longer possible. The full course fee is payable. There is no claim to reimbursement of payments already made, unless a visa application is being rejected by the the appropriate authority. In this case and under the condition of being informed max. 6 months after the rejection letter date we reimburse the prepayment less 100,- € operations fee.

If the visa of the student (s) is not issued in time, participation will be postponed to the next possible course free of charge.

The prerequisite for this is that the participant actively informs one week before the scheduled start of the course that the visa application has not yet been processed.

The registration obliges visa-bound participants to apply for a visa, in particular it is the responsibility of the participant to fulfill the conditions that the visa application is accepted by the appropriate authority. Cancellation of the course and reimbursement of the amount paid (minus a processing fee of €100) is only possible if the visa application is rejected by the competent authority and activ lernen is presented with the corresponding official rejection notice within 4 weeks of receipt, but no more than 6 months after issue.

**6.) Misconduct**

All students are expected to behave in an impeccable and disciplined manner towards the other students and towards every employee of the school. In the event of major violations of prevailing rules, customs, or school and house rules, the school reserves the right to terminate the contract without notice. In that case the full course fee shall become due immediately. Refunding on the part of the school will not be granted.

**7.) Force Majeure and Liability**

Neither the school nor its staff shall be held liable for non-performance or delayed performance of contractual obligations and/or damage owing to force majeure, in particular natural disasters like storm, earthquake, flood, or other reasons beyond their responsibility and influence like strike, civil unrest, insurrection, malicious injury, war, explosion, outbreak of epidemics, or the like.

**8.) Parental responsibility and duty of care**

Outside the scope of the booked performance the school does not assume parental responsibilities or duties of care for adults or minors. Should a student's conduct give grounds for concern, the duty of the school is limited to the immediate notification of the legal guardian.

**9.) Storage of data**

The personal data of a student and details with regard to his or her course choice will only be collected, processed and used to fulfil the contract. This information will not be passed on to third parties.

**10.)**

All contractual relations shall be governed by German law. The court of jurisdiction for all disputes arising from and in context with this contract, inasmuch the contracting partner is entrepreneur (in terms of the German Civil Code), merchant (in terms of the German Commercial Code), a legal person of public law, or a special property under public law or does not have a general place of jurisdiction in Germany on conclusion of the contract or commencement of proceedings, shall solely be Cologne. In addition, however, we reserve the right to sue the contracting party optionally at his/her general place of jurisdiction.

**11.) Revocation instruction**

Students may claim revocation in accordance with the following terms of revocation if they are consumers within the meaning of article 13 of the German Civil Code, which means that they conclude the contract to a purpose which may neither be considered as commercial nor as part of their professional activity on the basis of self employment, the booking is effected directly at the school, i.e. not through an agency, and solely by means of distance communication (such as a letter, fax, e-mail, phone).

**12.1.) Right of Revocation**

You may revoke your declaration to this contract within 14 days in writing (e.g. by letter, fax, email) without stating any reasons if it has not been concluded directly and personally with us by you or a representative. The revocation period starts upon receipt of this written information, but not prior to conclusion of the contract and not before we have discharged our duty to provide information in accordance with Article 246 Section 2 in combination with Articles 1 and 2 of the Introductory Act to the German Civil Code (EGBGB). The timely dispatch of the written revocation shall be deemed sufficient for compliance with the revocation term. Notice of revocation must be addressed to:

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**12.2.) Consequences of Revocation**

In the event of an effective revocation, mutually received benefits are to be returned and any derived profit (e.g. interest) must be surrendered. In case that you are not able to reimburse us for the services and utilizations (e.g. benefits of use) provided, or can return or surrender them only in part or in a deteriorated condition, you may be obliged to indemnify us their value. This may mean that you must nevertheless fulfil your contractual payment obligations for the period prior to revocation. Obligations to refund payments must be satisfied within 30 days. For you, this period shall begin upon dispatch of your notice of revocation, for us, upon receipt thereof.

**12.3.) Special note**

Your right to revocation shall expire prematurely if both parties have fulfilled the contract, at your explicit request, before you exercised your right of revocation.

Should there be any questions or problems during your course, we will be pleased to help you.

We wish you lots of fun, and above all, much success.