

## **General Terms and Conditions of HORIZONTE e.V.**

### **1. Scope of application**

1.1 These General Terms and Conditions apply to the "German Language Courses" of HORIZONTE – Institut für Sprache, Kommunikation und Kultur e.V., Rote-Hahnen-Gasse 12, 93047 Regensburg - hereinafter referred to as "HORIZONTE".

1.2 By submitting a booking the contractual partner agrees to the validity of these general terms and conditions, provided that these general terms and conditions have been used as a basis for the booking.

### **2. Registration & Payment**

2.1 The minimum age for course participants is 17 years. Minors require a written declaration of consent from a parent or guardian. HORIZONTE reserves the right to accept younger course participants.

2.2 The binding registration of a course participant is made in text form in accordance with § 126 b BGB. The contract is concluded with the declaration of acceptance/confirmation by HORIZONTE, which at the same time also constitutes the invoice.

2.3 Upon receipt of the invoice the contractually agreed deposit (usually 100 € for the course + 100 € for accommodation) is due immediately. This is non-refundable. The remainder of the fees must be received by HORIZONTE at least 2 weeks before the start of the course. For long-term courses of 13 weeks or more, payment by instalments can be arranged. For last minute registrations (less than 3 weeks before the start of the course) the total fees are due immediately with the booking confirmation.

The prices quoted at the time of registration apply.

If a visa is to be applied for, the entire course fee or, in the case of longer bookings, the fee for the first 12 weeks must be paid in advance, plus the first 4 weeks of booked accommodation, if applicable.

2.4 Payments must be made by bank transfer to HORIZONTE's account. Furthermore, HORIZONTE accepts payments with Visa and Master cards (+ 4% fees). Bank charges will be borne by the participant.

2.5 Should the deposit and/or the payment of the remaining amount not be made according to the agreed dates, HORIZONTE is entitled to withdraw from the contract after issuing a reminder with a deadline and to charge the contractual partner with withdrawal costs according to clause 4. In this case, the course participant loses all entitlement to all booked services.

2.6 The participant is informed that due to the legal provision of § 312 g para. 2, sentence 1 no. 9 of the German Civil Code (BGB), there is no right of withdrawal after the conclusion of the contract for contracts concluded at a distance, if a specific date has been agreed for the provision of the service.

### **3. Services and reservation of right to change**

3.1 The booked services result from the offer and the confirmation of HORIZONTE. HORIZONTE is not liable for the non-achievement of a certain learning success. The placement by HORIZONTE is decisive for the group placement. There is no entitlement to attend a certain level or to be taught by a certain teacher, unless this is expressly guaranteed. HORIZONTE reserves the right to adjust course times and class sizes. If there are less than 5 participants in a standard course, the weekly number of hours will be reduced: usually 15 hours for 3-4 participants, 10 hours for 2 participants, 5 hours for one participant. In exceptional cases, the maximum number of participants in a standard course may be exceeded by 1-2 participants. There is no entitlement to a reduction in the course price. In exceptional cases, the intensive course in the afternoon may overlap with the cultural and leisure programme. Warranty rights for defects shall remain unaffected.

3.2. There are no classes on public holidays. The standard courses are cancelled without substitution, individual lessons and small group lessons are made up for. Classes missed due to the participant's fault will not be reimbursed.

3.3 HORIZONTE reserves and arranges single and double rooms at the participant's request in the school's own dormitory located directly next to the school, in other dormitories, shared flats or with families. Each participant undertakes to comply with the house rules of the respective accommodation, insofar as these are validly based on the contract. Every participant is liable for any damage caused by them within the framework of the legal regulations.

A non-binding reservation that gives rise to a right of withdrawal free of charge on the part of the participant only exists if this has been expressly agreed between the latter and HORIZONTE. If such an agreement has not been made, a reservation generally leads to the conclusion of a contract upon acceptance by HORIZONTE.

3.4 All accommodations are only rented out on a weekly basis from Sunday to Saturday. Check-in is on Sunday between 5 p.m. and 7 p.m., check-out on Saturday by 10 a.m. at the latest, unless otherwise contractually agreed.

If a participant cannot arrive at the agreed time, they must inform HORIZONTE. Otherwise, HORIZONTE or the landlord is entitled to occupy the accommodation elsewhere after 12 p.m. the following day.

For all types of accommodation, a deposit of € 100 is required on arrival at the latest (bank transfer or cash). This will be refunded in full after departure (usually by bank transfer) provided that the accommodation is left as it was found.

## 4. Cancellation policy

4.1 The date of receipt of the cancellation declaration by HORIZONTE is decisive. The withdrawal should be declared in writing for the purpose of proof.

4.2 In case of withdrawal from the contract more than 15 days before the start of the course, Horizonte will refund all fees except the deposit (see special regulations for cancellation due to visa rejection in 4.6).

For cancellations 15 days or less prior to the start of the course, a cancellation fee equal to the contracted fees will be charged. For courses of 5 weeks or more, fees are charged for the first 4 weeks.

In the event of cancellation after the course start or early departure, fees will be charged for a period of 4 weeks (from the following week). If a student fails to attend the course without prior notice, there is no right to a refund or rescheduling.

HORIZONTE will issue any refund only to the person that made the initial payment using the same payment method.

4.3 HORIZONTE recommends that the participant takes out travel cancellation insurance so that the participant can be reimbursed for the fee paid, e.g. in the event of illness.

4.4 If a course participant has booked individual lessons and cannot attend an agreed appointment, HORIZONTE must be informed of this in writing at least 24 hours before the appointment. If this deadline is not met, there is no entitlement to an alternative date or to reimbursement of costs.

4.5 If a participant wishes to interrupt the course, change the course type or starting date, this must be requested in writing 15 days in advance and will be subject to availability. There is no legal claim.

4.6 In case of cancellation due to non-issuance of a visa, HORIZONTE will refund all fees except for the deposit as per the deadlines mentioned in 4.2, if HORIZONTE has received the official rejection notice not later than 3 days after issuance. Please note: No reimbursement without a rejection letter!

4.7 HORIZONTE expects its course participants to behave like responsible adults. In cases of serious misconduct, repeated bad behaviour, insults to other course participants or the violation of German laws (e.g. drug abuse, sexual harassment), HORIZONTE may expel the participant from the school and accommodation usually after prior warning. In this case there is no right to reimbursement of any costs.

4.8. Force Majeure: HORIZONTE shall not be held responsible for any cancellations or changes resulting from events beyond its control, including but not limited to natural disasters, political unrest, or any other unforeseen circumstances. In such cases, HORIZONTE will make reasonable efforts to accommodate the participant's needs, but no refunds will be provided.

## 5. Exams and preparation courses

For terms and conditions for telc exams and preparation courses, please refer to the HORIZONTE website:

<https://www.horizonte.com/en-german-courses/german-language-courses-germany/telc-exam>

## 6. Liability

6.1 A defect exists if the course does not have the contractual quality in the sense of section 3.1 and the suitability for the contractual use is thereby cancelled or reduced. An insignificant restriction of the suitability remains out of consideration.

6.2 The participant must immediately notify HORIZONTE in writing of any defects, malfunctions or damage that occur.

6.3 The contractual liability for damages that are not bodily injuries is limited to the course price, insofar as a damage of the participant was not culpably caused.

6.4 The limitation of claims for damages shall be governed by the statutory provisions.

## 7. Data protection

All personal data collected from participants will be treated in accordance with the data protection regulations as set out in the privacy policy available on the HORIZONTE website.

All participants agree that photographs and videos may be taken during their stay at HORIZONTE and published by HORIZONTE. This consent can be revoked up to the start of the course.

## 8. Applicable law, place of jurisdiction

8.1 The EU Commission provides a platform for online dispute resolution on its website under the following internet link:

<http://ec.europa.eu/consumers/odr>. This platform serves as an out-of-court settlement of disputes arising from online purchase or online service contracts in which a consumer is involved as the purchaser or authorised service provider.

8.2 HORIZONTE is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards. Should such participation become obligatory for the company, it shall inform the consumer of this without delay.

8.3 The place of performance and jurisdiction of HORIZONTE is Regensburg.