

## Terms and conditions 2017

- 1. The minimum age for all courses is 16 years.
- 2. No tuition is given at weekends or on public holidays: 27.02/ 14.04/ 17.04./ 01.05./ 25.05./ 05.06./ 15.06./ 03.10./ 31.10.\*/ 01.11.2017. The lost tuition will not be made up (except individual lessons). \* Exception: the lessons of 31st October will be made up in advance/afterwards.
- 3. Participants must register in person or in writing via fax, mail or e- mail; on receipt of registrations at KAPITO, enrolments are binding. A contract will come into effect as soon as KAPITO confirms the course.
- 4. The day of arrival is the Sunday before the beginning of the course. The day of departure is the Saturday after the end of the course.
- 5. The accommodation arranged by KAPITO can only be used for the duration of the KAPITO course. Should participants occupy the rooms longer than the stipulated course period, KAPITO will charge a monthly compensation fee. If the accommodation type requested by the participant is booked up, KAPITO will arrange accommodation in a different category. If a participant wants to change accommodation at his/her own request and if KAPITO then arranges a different room, the accommodation arrangement fee of 60 € will be payable once more. Any loss of rent caused by a change of accommodation requested by the participant will also be charged to the participant.
- 6. A deposit of 200 € is due at the time of registration. The participant will receive a confirmation of enrolment together with a list of the outstanding costs. The rest of the course fee must be paid at the beginning of the course at the very latest; if the course lasts longer than 6 months, payment in instalments can be arranged. All bank fees must be paid by the participant. For payment by credit card, we charge a fee of 3.8%.
- 7. In the case of cancellation, the deposit will be refunded minus a handling fee of 100 € as long as a notice is received in writing by KAPITO at least 14 days before the beginning of the course. If cancellation is made later, the deposit will be lost. Moreover, the 70 € fee for arranging accommodation and 50% of the costs of the booked accommodation for 4 weeks must be paid if KAPITO cannot place another student in the accommodation. After the beginning of a course, cancellation or shortening of the booked course are no longer possible. A course break can only be taken after 6 months by arrangement with KAPITO. In the case of non-attendance by the participant, the complete fees for the course and accommodation must be paid. These regulations do not apply in the case of exercise of the statutory right of cancellation of the contract.
- 8. No reimbursement will be made for tuition which is missed due to the participant's own fault. On the first course day, a written and oral placement test will take place. Tuition lost during this test will not be reimbursed or made up later.
- 9. We reserve the right to make modifications to the programme. In exceptional cases, the normal maximum number of students per group may be exceeded by 1 or 2. Should the minimum number of students (4 in the case of group courses) not be reached, KAPITO reserves the right to cancel the course or to reduce the number of lessons as follows: by 50% in the case of only 1 participant, by 40% in the case of 2 participants, by 20% in the case of 3 participants. The intensive course in the afternoon may overlap with the cultural and social programme.
- 10. KAPITO may be held liable for loss or damage caused by wilful intent or gross negligence. KAPITO may be held liable for ordinary negligence only in the case of loss or damage caused by injury to life, limb or health as well as in the case of breach of any material contractual duty ("cardinal duty"). In the case of negligent breach of cardinal duties, our liability shall be limited to the amount of loss or damage typical and foreseeable for the type of contract concerned. In the case of loss or damage caused by another participant, liability shall lie with the latter. Participants are recommended to take out health and liability insurance. KAPITO cannot be held liable for any loss or impairment of performance arising from circumstances of a force majeure nature or caused by any third party. Nor can KAPITO be held liable for any third-party services not performed in the proper manner.
- 11. Parents registering students under 18 years of age agree that neither KAPITO nor the host families have any responsibility for the supervision of minors.
- 12. All personal data of participants collected by KAPITO will be treated in accordance with the provisions of data protection law.
- 13. It is also possible in specific cases for special arrangements to be agreed which deviate from these terms and conditions of participation.
- 14. The place of jurisdiction is Münster.