



GENERAL TERMS OF PARTICIPATION AND PAYMENT

1. Jurisdiction

The following general terms of participation apply to all contracts concluded between the company F+U Rhein- Main-Neckar gGmbH, Hauptstrasse 1, 69117 Heidelberg – hereinafter referred to as F+U – and the participant – hereinafter referred to as the participant – with regard to the educational and training offering, as well as accommodation (residences and host families) rented through F+U.

2. General

Any person can participate in F+U's educational activities. To the extent that admission requirements are prescribed for the target qualification, their fulfilment is a prerequisite for participation. The same applies if funding in accordance with SGB III (German Civil Code – Sozialgesetzbuch) is to be claimed. There is no right to participation. Rooms are only rented out in conjunction with an educational activity booked through F+U.

3. Regulations for individual holiday, public holidays, minimum participant numbers

- 3.1 Lessons missed due to statutory public holidays are made up at the end of the course. For scheduling reasons, a request to make up a class must be made in writing no later than 2.30 p.m. the day before.
- 3.2 At the request of the participants, we also run the courses if the minimum number of participants of 6 is not reached. Teaching hours are reduced by 25% for 3-5 participants and by 50% for only one or two participants. To compensate for this, another group course can be taken. In exceptional cases, the maximum number of participants may be exceeded; participants are free to take another course at the same level.
- 3.3 Suspension of the language course (holiday) - The participant has the possibility to apply for a suspension of the course for a maximum period of 2 course weeks per 12 weeks within the respective booked course. If the application is made and approved in good time, the booked course will be suspended for the period requested and the end of the course will be postponed to a later date calculated according to the period requested. The deadlines for the application are as follows, depending on the course:
 - a. Intensive courses: per course quarter (12 course weeks) a maximum of two course weeks (Monday - Friday); application at the latest by Thursday, 16:00 hrs, before the start of the holiday.
 - b. Evening courses: Application no later than 16:00 on the day of the course.
 - c. Individual lessons, closed small groups, company training: Cancellation free of charge is possible until 14:00 the day before. Appointments on Monday must be cancelled by 14:00 on Saturday at the latest.

4. Registration and conclusion of contract

- 4.1 The registration form of F+U Rhein-Main-Neckar gGmbH must be completed for each educational activity and for each accommodation rental. By registering, the participant accepts the General Terms and Conditions of Participation and Payment.

- 4.2 The contract between the participant and F+U is concluded when the registration has been confirmed by F+U in writing by letter, fax or e-mail.

5. Terms of payment

- 5.1 The fees for the contractually agreed services are due upon receipt of the invoice at the latest four weeks before the start of the course. All bank charges shall be borne by the participant. In the case of registration less than two weeks before the start of the course, the entire fee is due immediately upon receipt of the invoice.
- 5.2 For courses lasting more than three months, payment by instalments can be arranged. Accommodation can be paid in monthly instalments. Discounts only apply, if the full course or accommodation fees are settled in advance in accordance with the valid price list. All instalments must be paid by the end of the course or tenancy at the very latest.
- 5.3 The fees and their due dates are independent of services provided by third parties.
- 5.4 In the event of late payment, a processing fee of €2.50 per reminder will be charged. The course participant is at liberty to prove that no or less damage has been incurred by F+U.
- 5.5 Exceptions may be made in justified individual cases, which must be in writing to be valid.
- 5.6 The invoice amount can be paid in cash, by EC card, bank transfer or by credit card (Visa, Master). Transfer to the following account (always only after invoicing):
F+U Rhein-Main-Neckar gGmbH
HypoVereinsbank
IBAN: DE38 6722 0286 0031 7684 03
BIC: HYVEDEMM479

6. Withdrawal and termination by the participant

- 6.1 The participant can withdraw from the contract up to three weeks before the start of the training course. The date of receipt by F+U is decisive for meeting the deadline. The declaration of withdrawal or termination must be received in text form by the administration office of F+U, Hauptstraße 1, 69117 Heidelberg.
- 6.2 If a letter of invitation was issued by F+U for the German Embassy, the following shall apply: If the visa is not issued, F+U shall guarantee the return of the payment less any costs incurred, e.g. for postage (e.g. DHL), bank charges and an administrative fee of €200. The course participant has the option of proving that the F+U has incurred no or less damage than the aforementioned fees. The rejection must be documented by an official notice and by presenting the original letter of invitation. Cancellation of the language course after receipt of the visa is only possible upon presentation of a document from the German embassy proving that the student has renounced entry into Germany. If the entry has already taken place, a cancellation of the language course is no longer possible (see 6.4.c and 6.8), for a room cancellation point 6.4.e applies.



- 6.3 When booking the 'provisional admission' service, the following applies: The service can only be booked in connection with an intensive course of at least 12 weeks. The participant undertakes to provide F+U with all documents necessary for the application to the university. The application process begins after full payment has been received and all documents necessary for the application have been submitted. Cancellation of the language course after the start of the application process is only possible in the cases provided for by law, in the case of a renunciation of entry to Germany and in the case of rejection of the application by the university. Notwithstanding this, points 6.1–6.2 and 6.4.–6.9 apply. In the event of a valid termination, the participant a) is required to provide verification from their embassy that entry has been denied and b) provide Verification from the university the reserved admissions spot has been forfeited.
- 6.4 The date of the start of the course is decisive for the withdrawal or cancellation deadlines for the courses and accommodation, if booked. If the course is cancelled, the accommodation will also be cancelled automatically. In case of cancellation less than 3 weeks before the start of the course, the following cancellation fees will be charged:
- Up to one week before the course starts: €145 for the course; €180 for the accommodation.
 - Until Friday, 12:00 noon before the start of the course: the course fee for one course week; the rent for two weeks plus €130 administration fee for the accommodation; after this period but still before the start of the course: the registration fee plus the course fee for two course weeks or in case of individual lessons the course fee for two individual lessons; the rent for two weeks plus €130 administration fee for the accommodation.
 - After the course has started, the course and the services directly related to it can only be cancelled in the cases provided for by law. The right to extraordinary termination remains unaffected.
 - Even if the course is not taken up, the full course fee must be paid.
 - After commencement of the rental period, the accommodation may be terminated subject to six full weeks' notice and the payment of a termination fee of €150.
 - The course participant has the option of proving that the F+U has incurred no or less damage than the above-mentioned fees.
- 6.5 For external examinations (TestDaF, telc, TOEFL®, TOEIC®, ECL, TestAS, OnDaF, IELTS etc.) the cancellation and fee regulations of the respective licensor apply.
- 6.6 Transfers and other special services (see brochure) can be cancelled free of charge up to three days before the start of the service. Thereafter, cancellation is only possible in cases provided for by law.
- 6.7 For all notice periods, the date of receipt at F+U is decisive.
- 6.8 If alternative notice periods apply through funding measures or other statutory regulations, these take precedence.
- 6.9 The above-mentioned reminder and cancellation fees do not affect the course participant's right to prove that F+U has not suffered any loss or that the loss is significantly lower.

7. Data protection

The course participant's personal data is processed and protected in accordance with statutory data protection regulations, in particular the EU Basic Data Protection Regulation and the German Telemedia Act (Telemediengesetz – TMG). Information on the type and use of personal data collected as well as on cancellation options can be found in the data protection information provided to each course participant.

8. F+U's obligations and service provision

- For the scope of contractual service provision, as well as for the amount of course fees and rent charged, only the descriptions and price lists specified in the German and English versions of the brochure are authoritative. Additional translations are intended solely for orientation in the respective language.
- F+U is obliged to ensure the teaching of all skills and knowledge necessary for the achievement of the specified learning objective, and also to impart any applicable rules or examination regulations.
- All F+U language courses are orientated to further training for vocational, scholastic or academic purposes, and may be taken as preparation for a recognised language certificate.
- Lessons are delivered within the framework of the valid courses offered at the start of the training. F+U reserves the right to make amendments; however the learning objective of the course must remain unchanged.
- Should significant changes become necessary before or during the course, these are to be brought to the attention of the participant, in writing.
- A change of teaching or training staff does not constitute a significant change in this sense.
- Certificates and letters of confirmation are only issued when all invoices or instalments have been settled.
- Upon confirmation of registration we guarantee a differentiation of levels according to the European Framework of Reference for Languages as follows: A1, A2, B1, B2, C1, C2. The learner is to inform F+U of his/her language level at the time of the booking.

9. Obligations of the participant

The participant is obliged:

- to provide timely and complete documentary evidence of fulfilment of admission criteria for the course or examination
- to abide by the house rules at the learning centre and residence; in particular, the lesson must not be disrupted, equipment and facilities must be handled with care and instructions issued by F+U staff in relation to the house rules must be heeded.
- to acquire the knowledge and skills necessary to achieve the learning objective
- to participate regularly and punctually in lessons and activities provided for the achievement of the learning objective
- to comply with the regulations of vocational and school legislation, as well as with the valid training regulations
- to uphold obligations relating to third party contractual provisions General Terms of Participation and Payment
- to comply with the obligations resulting from the conclusion of this contract. F+U reserves the right to seek compensation for damages arising from infringement of the obligations set out in clauses 9.1 to 9.7.



10. Exclusion and cancellation by F+U

- 10.1 F+U reserves the right to fully or partially exclude from lessons participants who, after prior warning, violate the terms of clause 9, whether intentionally or as a result of gross negligence.
- 10.2 F+U also reserves the right to terminate the contract if the participant is in arrears with their fees and/or rent and, despite reminders, fails to pay. The same applies if the participant exceeds the number of absences permitted by the immigration authorities (course participants requiring a visa), repeatedly disrupts the group lesson or is evidently unable to achieve the stated learning objective. In such cases all outstanding payments become due immediately. There shall be no refund of any amount already paid up to the notice of termination arising as a consequence of the participant's actions. The participant is obliged to pay fees up to the next regular termination deadline.

11. Miscellaneous

- 11.1 F+U does not accept liability for losses incurred by the participant as a result of conclusion of this contract or participation in a training activity. There shall be no compensation for damages arising from cancellation, postponement or termination of a course due to falling short of the minimum number of participants. This does not apply for damages arising from death, personal injury or damage to health as a result of a negligent breach of duty by F+U or due to intentional or negligent breach of duty by a legal representative or vicarious agent. Payments already made will be refunded. If significant contractual obligations (cardinal obligations) are affected, F+U's liability, in the case of minor negligence, is restricted to the foreseeable damages typical for this type of contract. Cardinal obligations are those material contractual duties which characterise the contract and whose fulfilment is crucial for the proper performance of the contract and which may permanently be relied upon by the participant.
- 11.2 Insofar as F+U is obliged to provide insurance cover, participants are insured against accident through the responsible Administrative Professions Organisation (Verwaltungs-Berufsgenossenschaft) or federal states accident insurer (Unfallkasse der Länder) provided that they can provide evidence of health insurance cover. Accident insurance shall then cover all workplace and commuting accidents relating to the training activity.

12. Limitation period

Termination and cancellation are excluded if more than six weeks have elapsed since the reason for the termination or cancellation.

13. Ancillary agreements / severability clause

- 13.1 Amendments to the contract and ancillary agreements require the written form in order to become valid. The same applies to any waiver of the requirement of the written form.
- 13.2 Should individual terms of this contract be or become invalid, this does not affect the remaining terms of the contract. In this event, the parties undertake to replace the ineffective or invalidated clause with a provision that comes as close as possible to the previous provision according to the intentions and economic interests of both parties.
- 13.3 If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, our official place of business shall be agreed as the exclusive place of jurisdiction for all claims arising from, or on the basis of, this contract. The same applies to persons who do not have a general place of jurisdiction in Germany, or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract, or whose place of residence or habitual abode is not known at the time the action is filed.
- 13.4 Furthermore, the following shall apply: the instructions on the processing of personal data, the house rules and school rules as well as the distributed rules of conduct and information brochures, insofar as they contain rules of conduct.