



## **General Terms and Conditions of Participation EVOLANGUAGE:**

### **Formal Contract**

1. The contract is concluded as soon as EVOLANGUAGE has received the customer's registration. By signing up, the terms of participation will be recognized as a contract component. Transfer of the application to another person at the same course date is possible.
2. The payment of all course fees is to be made before the beginning of the training.
3. If a participant is in arrears with the payment of the tuition fees to be paid by him, he / she can be excluded from the tuition until the balance of his / her account.
4. Evolanguage accepts the registration of the customer,
  - a. in case the order confirmation (booking confirmation) is sent to the customer in written form (Email or fax). On the basis of this booking confirmation a contract comes into existence.
  - b. by delivering the ordered services to the customer.
  - c. by requesting the customer to make payment after receiving the registration from the customer.
5. Where more than one of the above mentioned alternatives are provided, the contract shall come into force at the time when one of the above alternatives occurs first.

### **Registration & payment terms**

The registration form can be sent by post, email or fax: 03212-1126555. The course fee is to be paid by bank transfer (one week before the start of the course) or in cash (at the latest on the first day of the course). The one-time registration fee for each course is 45 € which is included in the course fees.

Bank: HypoVereinsbank  
A/c. Number: Evolanguage  
IBAN: DE 52 5502 0486 0368 442984  
BIC: HYVEDEMM486

1. One lesson/teaching unit lasts 45 minutes.
2. All agreements regarding training time, content, duration, fees are exclusively made with EVOLANGUAGE and not with the coaches. The customer cannot oblige the trainers of EVOLANGUAGE, but must exclusively do this via EVOLANGUAGE. There is no right to be taught by a certain teacher. EVOLANGUAGE offers substitute teaching units or replacement programs for failed teaching units (UE) or programs.
3. The student is obligated to notify EVOLANGUAGE immediately after the discovery of a defect and to request remedial measures. EVOLANGUAGE excludes all claims in the event of non-compliance with this obligation.
4. A change of the teacher can be part of the EVOLANGUAGE method and does not entitle the student to terminate or withdraw from the contract.
5. EVOLANGUAGE is not liable for the non-attainment of a certain learning and teaching success. The requirements of EVOLANGUAGE regarding required teaching units to achieve a teaching goal are based on many years of experience and can deviate from actual requirements in individual cases.
6. Additional agreements require written confirmation.

### **Private lessons**

The participant sets his teaching hours with the office. For organizational reasons it is not permissible to arrange dates directly with the trainer.

The participant can cancel agreed upon lessons by 12 noon on the day before - at a scheduled course for Monday until 12.00 noon. Agreed appointments which are cancelled after this date or not cancelled at all without being present at the appointment will be charged in full.

### **Competition Clause**

All agreements regarding training times, content, duration, fees are exclusively taken with Evolanguage and not with the coaches. The participant is obligated not to oblige the trainers of Evolanguage to do so, but to order only Evolanguage.

### **Visa**

1. All visa fees must be paid in advance. A one-time processing fee of 55 € will be charged.
2. If the visa application is rejected by the embassy and this is proven in writing, the registration fee and the visa fee will be withheld and the remaining amount will be refunded to the participant, if the participant can prove the rejection of the visa with original documents from the Embassy. For the refund, the original confirmation letter issued by EVOLANGUAGE also has to be returned back to EVOLANGUAGE in original.
3. Transfer of the application to another person on the same training date is possible.
4. The student must ensure that his / her stay in Germany is lawful. EVOLANGUAGE requires an entry and residence permit as self-evident.

### **Change in Booking**

1. If the customer wishes to make a change (e.g. change of the training schedule), he or she has to give it up to 14 days before the start of the course and a fee of 50.- EURO is due. Afterwards, a transfer is no longer possible.
2. All bank charges must be borne by the participant.

### **Rescission and Termination**

The termination shall be addressed in writing to Evolanguage. Unless otherwise agreed, 14 days before the start of the course 50% of all fees are payable; In the case of cancellations 7 days before the start of the course or later / after the start of the course, the full fees for the booked training period must be paid. The registration fee is 45 €. This will be withheld for every cancellation.

### **Liability**

1. EVOLANGUAGE shall not be liable for the loss of its services by force majeure or for other reasons for which it is not responsible.
2. EVOLANGUAGE reserves the right to change the course program and reduce the number of lessons if the course group is less than 4 persons. This does not entitle the employee to withdraw from the contract or reduce the training fee.
3. EVOLANGUAGE cannot be held liable for the loss of private items in school premises.
4. The student is liable for the damage caused to him by the school facility or the school premises.

### **Obligation to cooperate / defect reprimand**

1. The student is obligated to inform EVOLANGUAGE immediately after the discovery of a defect and to demand remedial measures. In case of non-compliance with this obligation, we exclude all claims.
2. Students who disturb the course by their behavior would be requested to terminate the course prematurely. In this case, the course fees will be withheld.

### **Excursions**

1. Unless stated otherwise, the costs of sightseeing and excursions are not included in the price and must be paid on the spot.
2. EVOLANGUAGE accepts no liability for any damage or injury during trips. Participation in excursions is at your own risk. We recommend you to take out a health and accident insurance.

### **Data protection**

The student agrees that EVOLANGUAGE will collect and process his / her data electronically for the proper performance of the registration, billing and performance verification procedure.

### **Final provisions**

1. German law applies to the exclusion of the international law on the international sale of goods (CISG). In the case of consumers, this choice is valid only insofar as the protection afforded by mandatory provisions of the law of the State of the habitual residence of the consumer is not withdrawn.
2. In the case of disputes concerning the meaning or interpretation of a provision of the version translated into English, the German version shall prevail.
3. Jurisdiction is the seat of EVOLANGUAGE, i.e. Mainz, insofar as the customer is not a consumer, but a merchant, a legal person of public law or a special fund under public law, or where the client has moved his domicile or habitual abode abroad after conclusion of the contract or his domicile or habitual residence at the time of the appeal is known.
4. Amendments and supplements to the contract must be in writing. Should one of the above provisions be invalid, the statutory provisions shall apply. The principle of the precedence of the individual agreement (§ 305b BGB) applies to consumers as a priority.

### **Others**

1. Amendments and supplements to these conditions must be made in writing. EVOLANGUAGE reserves the right to change the rules, the program, the prices and the general terms and conditions without prior notice.
2. Should any of these terms and conditions be or become legally ineffective, the remaining provisions shall remain in full force. Print and translation errors reserved.

### **Modification of the Terms of Participation**

The conditions of participation may be subject to short-term changes. The courses and prices can be adapted to the actual circumstances and the changed expenditure.