



## 1. Validity

These terms and conditions serve as a basis and are binding for all contractual agreements between *Aristoteles Institut Pantidis and Weigle-Pantidis GbR* and its students.

## 2. Registration and Conditions of Payment for German Courses

By registering, the applicant enters a contract between him/her and Aristoteles Institut. The contract is entered in writing by way of registration form. Upon entering the contract, the applicant obliges themselves to pay the course fee in full before the course begins. Not until the course fee has been paid in full is the registration valid. The payment can be performed either by bank transfer or in cash at our office. Registrations that have been paid in full will be treated with priority when considering course size limits. Any registration for a German course is binding upon confirmation by Aristoteles Institut.

After finishing a course, the applicant has the option to register for the following course. However, in order to participate in any further courses, the applicant must once again register. Without valid registration, the applicant is not guaranteed a course reservation.

### 2.1 Basic Terms of German Courses

An intensive language course lasts 8 weeks; the TestDaF preparation course lasts 4 weeks. With a minimum of 6 students, courses take place Monday to Friday, 4 course-hours of 45 minutes each day, or 20 course-hours per week. If the minimum number of applicants has not been reached, the course will take place with a reduced number of course-hours but retaining the initial payment conditions. As a result, for 5 participants, the course will consist of 15 course-hours per week. The course times are set by Aristoteles Institut. In the case of unforeseen operational or organizational circumstances, the course dates may vary, i.e., the start and end of a course may be postponed to an earlier or later date. Evening courses take place once per week (135 minutes with at least 5 students) or twice per week (90 minutes each with at least 7 students).

If the minimum number of applicants has not been reached for a particular course, Aristoteles Institut has the right to cancel or postpone the course. When cancelling a course, the applicant can claim a refund s/he does not agree with the changes to the affected course.

Any books needed for the course are not included in the course fee.

Aristoteles Institut is eager to prepare a curriculum such that all students can achieve their aims. However, the school assumes no liability if a student does not achieve said aims or fails an exam.

There will be no classes held on public holidays. The course-hours missed on public holidays will be neither rescheduled nor reimbursed.

### 2.2 Termination or Change of Contract

Any termination or change of contract must be submitted in written form.

Postponing the start date of a course is only possible if there is no financial disadvantage for Aristoteles Institute. A postponement of the start date must be approved in advance by Aristoteles Institut and is limited to two times in total. Any claim to a course and the corresponding fees will expire after 6 months of not taking a course due to postponement.

A deregistration is only possible with "just cause" and in advance of the course date, e.g., a denied visa. Any "just cause" must be proved immediately, e.g. official visa denial of the embassy must be submitted to Aristoteles Institut. Denials which are older than 6 months will not be accepted. In case of a refund, Aristoteles Institut will retain 10% of the paid course fee as a handling fee.

In case of a no-show, absence or abandonment of a course for reasons not regarded by Aristoteles Institute as "just cause", the applicant is not eligible for a refund of the course fees. There are exceptions the applicant is not accountable for, such as a visa denial. In the case of cancellation of a course or termination/abandonment of an ongoing course, it is up to Aristoteles Institut if and in what amount the course fees will be reimbursed.

## 3. Registration and Payment Conditions for telc Exams

Registration for a telc exam is binding. The exam fee must be paid in advance no later than 14 days before the exam date. Only then is an exam registration valid. Registrations that have been paid in full will be given priority when assigning examination date openings to participants. The according exam fee must be paid within one week of registration.

### 3.1 Basic Terms of telc Exams

It is only possible to register for a telc exam if there is availability.

Taking a partial exam is possible in some cases. To register for a partial exam, it is necessary to prove that one part of the exam has been passed submitting an official exam result no older than one year.

### 3.2 Deregistration and No-Show

Cancellation of registration for a telc exam is possible no later than 14 days before the exam.

Cancellation within 14 days of the exam is only possible with "just cause", e.g. sickness on the day of exam. That "just cause" must be proved no later than the exam date, e.g. by medical certificate. For any "just cause", postponing the exam date is limited up to two times. In such a case, a handling fee of 20 € applies.

In case of a no-show on the exam date or interruption during the exam for reasons for which the Institute is not responsible, the applicant is not eligible for a refund.

## 4. Data Privacy

Upon registration, any personal data regarding the course participants is used by Aristoteles Institut only as far as necessary for the administration of its courses. This includes any steps necessary for the organisation, carrying-out, accounting and documentation of a course. Any retention of data also occurs exclusively for this purpose.

Sharing said data to a non-entitled third-party or any use of said data not included in the above description is possible only with the explicit written approval of the party in question.

## 5. Right to Withdraw from the Contract

Per § 312b of German Civil Law (BGB – *Bürgerliches Gesetzbuch*), if this contract was entered outside the premises of Aristoteles Institut, then you have the right to withdraw from it without need of justification for a period of 14 days after contract was entered. To exercise your Right to Withdraw, you must send us a letter (either by E-mail to [institut@aristoteles.de](mailto:institut@aristoteles.de) or by mail to Aristoteles Institut, Argonnenstraße 3, 28211 Bremen) with a clear statement of your decision to withdraw from this contract. To meet the cancellation deadline, it is sufficient to post/send your notification before the withdrawal period has expired.

## 6. Liability

Aristoteles Institut is liable for damages only in the case of deliberate, intentional malice or gross negligence. Further, Aristoteles Institute is liable for any fundamental breach of essential contractual obligations (essential obligations), which violate the purposes of the contract, and on whose compliance the contact partner may rely. In the case of a negligent breach of essential obligations, Aristoteles Institute is only liable for foreseeable, contract-typical damages.

The above-mentioned legal disclaimer excludes damages to health, body and life. Liability, according to Product Liability Law, remains unaffected. Any exemption from or limitation of liability which applies to Aristoteles Institut also applies to its representatives, employees, consultants, and vicarious third-party agents and suppliers.

## 7. Final Provisions

Any spoken agreements contradicting these terms are invalid.

The domicile and jurisdiction of the Aristoteles Institut are to be understood as Bremen, Germany.