The Language Guesthouse /Terms and Conditions (Language and Conversation courses, Creative Holidays)

1. Settlement of the contract

The contract is reached on reception of the completed registration form at the Language Guesthouse.

Upon receipt of the registration the Language Guesthouse will send a course offer and the invoice by e-mail. The course offer is held open until receipt of payment / deposit (maximum 14 days).

By conclusion of contract the participant (or in case of those under age, the legal parents or guardian) recognizes the following conditions of participation set by the Language Guesthouse.

2. Terms of payment

- 2.1. The amount invoiced in case of advance bookings the deposit is due net instantly. After payment receipt on the account of the Language Guesthouse the participant will be sent the booking confirmation (within two working days).
- 2.2. On early booking (more than 6 weeks before the scheduled beginning of the course) a deposit of one third of the amount invoiced is due for payment in order to get the booking confirmation. The remaining two thirds become payable latest 4 weeks before the course is about to start.

On later bookings (6 weekis or less before the course is going to start) the whole invoiced amount is payable after reception of the invoice.

- 2.3 If payment of full invoice amount is not received until one week before the course starts, the participant looses his/her right of accommodation and participation. The Language Guesthouse retains the right to claim full payment in such cases.
- 2.4 Payments can be made via bank transfer to the bank account of the Language Guesthouse. Payments from countries outside the European Union may also be made via PayPal service.

3. Prices

The contractually binding price is the price stated in the price list current at the time of application, which is to be seen in the menu "course variations and prices". For corporate clients and individual agreements the individual quotation is binding.

4. Cancellation

- 4.1. In case of cancellation of the contract the Language Guesthouse will try to find an agreement about alternative course dates with the participant. If this is not possible, the Language Guesthouse will retain an administrative fee of EUR 200. The remaining amount of deposit or paid invoice will be refunded to the client. The client has no claim of alternative course dates.
- 4.2. On cancellation 4 weeks or less before the scheduled starting date of the course, full payment of the invoice amount is due to pay. The client will be refunded only if agreement about alternative course dates cannot be made and the vacancy can be filled by another student. In this case the Language Guesthouse will retain an administrative fee of EUR 200 of the refunded amount.
- 4.3 Date of cancellation is the date notice of such was received at the Language Guesthouse.
- 4.5 This does not affect the right to extraordinary cancellation.

5. Obligations of the participant

- 5.1. It is the obligation of the course participant to be sure that his or her stay in Germany is legal. The Language Guesthouse assumes as a basis of contract that participants have the necessary and legal papers to enter Germany and to reside there for the duration of their studies.
- 5.2. The course participant is solely responsible for his or her own health, accident, liability. The Language Guesthouse assumes no liability whatsoever in such instances.
- 5.3 In case of participation of underage persons the Language Guesthouse will not carry out any obligatory supervision. The parents or guardians keep liability for these participants.
- 5.4 The participant commits himself to observe German law. In case of detected transgressions the Language Guesthouse is legitimate to extraordinary cancellation of the contract.

6. Liabilities of the Language Guesthouse

- 6.1. The Language Guesthouse is not liable should it be prevented from carrying out its obligations because of an Act of God or other event beyond its control. This does not affect the liability of the Language Guesthouse for damages caused by it or its employees caused either wilfully or by negligence.
- 6.2. Should a participant be prevented from fully completing his or her course for personal reasons (e.g. illness, residency permit difficulties, professional or personal obligations, etc.), the participant has neither claim to a reimbursement of course fees nor to a transfer to a future course.

This does not affect the rules governing cancellation as set forth in Number 4 of these terms and conditions.

7. Right of revocation

Private customers may declare may declare the revocation of their booking in text form (e.g. letter or e-mail addressed to the Language Guesthouse) without giving reasons within a period of 14 days after invoicing. To keep the term it is only required to dispatch the note of revocation in time.

In case of revocation already paid amounts will be completely refunded. Possibly required bank charges go at the expense of the recipient.

8. Right to privacy

The participant knowingly allows the Language Guesthouse to enter his or her personal information as stated on the application form into its electronic data banks. This information will be processed and handled electronically.

This allowance may be countermanded by the participant in case of data abuse.

The Language Guesthouse assures participants not to pass personal information to any other person or institution.

9. Legal domicile

- 9.1. German law governs this contract.
- 9.2. The legal domicile is Freiburg im Breisgau.
- 9.3 In case of invalidity of one contractual provision this will not affect the validity of the contract. The provision is to be adapted to the content of the contract.

Last update: 16 /03/2012