

GTC General Terms and Conditions

Terms and conditions

These terms and conditions were created with the help of Deutschen Anwaltshotline AG.

Contractual partner

These terms and conditions pertain to the relationship between customers, hereinafter to be referred to as the "The Customer", and Linguatheke GmbH, represented by Frank Gebhard.

Address: Bahnhof 1B, 88131 Lindau (B)
Commercial register: Kempten (Allgäu)
Commercial register number: HRB 10712
Value added tax (VAT)-ID number: DE 271424179,

hereinafter to be referred to as the "The Provider".

Payment conditions

The Customer has the following payment options only: bank transfer in advance, direct debit, payment service provider (Paypal), credit card, payment on receipt of invoice.

Further forms of payment are not offered and will be rejected. The amount invoiced is to be transferred after receipt of invoice, which is sent by email and contains all details for transfer. The amount invoiced can also be paid by way of direct debit on the basis of a direct debit mandate from The Customer's account. Using a trustee service/payment service provider enables The Provider and The Customer to process the payment between themselves. The trustee service/payment service provider forwards the customers to The Provider. Further information on each of the trustee services/payment service providers can be found on their respective websites.

Credit card payment can only be made when The Customer is the cardholder. The credit card will be charged after the dispatch of the goods / provision of service. The Customer will be obliged to pay the amount shown on the invoice within fourteen (14) days of receiving the invoice. The invoice is payable without deduction from the date of invoice.

After the final date for payment, determined by a certain calendar date, The Customer is also in default without warning.

The Customer's right to retain, which is not based on the same contractual relationship, is precluded. The offsetting of customer claims is precluded unless these are undisputed or legally valid.

Contract design

The Customer has no possibility to access or alter the saved contractual text.

Cancellation right and cancellation policy

Cancellation right

The Customer has the right to cancel this contract within fourteen (14) days without stating any reason.

In order to exercise your right to cancellation, you must inform The Provider (dialoge SBL GmbH, Frank Gebhard, Bahnhof 1B, 88131 Lindau (B)) in the form of a clear written statement (E.g., by letter, fax, email) about your decision to cancel this contract.

To observe the cancellation period, it is sufficient to send notification of the exercising of the right to cancel before expiry of the cancellation period.

Consequences of cancellation

When you cancel this contract, The Provider has to repay all payment, including delivery costs (with exception of additional costs resulting from other types of delivery other than the standard delivery offered by The Provider) immediately, no later than within fourteen (14) than the day of notification of the cancellation of this contract. The Provider will use the same method of payment for the repayment as it was used for the original transaction, unless some other arrangement was explicitly made with The Customer; The Customer will not be charged in any way for the repayment.

Disclaimer

The Customer claims for indemnity are ruled out as far as there is subsequently nothing different to the following reasons. This also applies for the representative and agents of The Provider, should The Customer claim compensation. Excluded are customer claims for indemnity due to loss of life, bodily harm, or damage to health, or major contractual obligations which are indispensable for the attainment of the purpose of the contract. Similarly this does not apply to claims of damages arising from an intentional or grossly negligent breach on the part of The Provider or its legal representative or vicarious agent.

Assignment and pledge ban

Customer rights or entitlements against The Provider may not be assigned to a third party without consent or transferred unless The Customer has a legitimate interest in the assignment or pledge.

Legal language, legal venue and applicable law.

The contract will be written in German. The further management of the contractual agreement will also be in German. The law of the Federal Republic of Germany applies exclusively to the contractual relationship. For The Customer this applies insofar as that The Customer will not be bereft of any mandatory legal provisions by the law under which he is currently resident. The legal venue is the domicile of The Provider in the case of disputes with any customers who are not the consumer, a legal entity under public law or special fund under public law.

Severability Clause

The inefficacy of a provision of these terms and conditions has no impact on the effectiveness of the other provisions.

Entry Conditions

1. Conclusion of the contract

By signing, the participant accepts (for minors the parental guardian(s)) the terms and conditions of Linguatheke GmbH.

2. Terms of payment

2.1 . Payments can be made

a) by bank transfer to the following account :

dialoge SBL GmbH

Sparkasse ME-LI-MI, Bahnhofplatz 8, 88131 Lindau

Account number: 5501226 SWIFT-CODE: BYLADEM1MLM

Bank code: 731 500 00 IBAN: DE17 7315 0000 0005 5012 26

b) by credit card : MasterCard and Visa

2.2 After registration, the participant will receive a confirmation and an invoice.

2.3 Within 10 days after receipt of the invoice a deposit of 300 , - € must be paid.

2.3 Without deposit, enrollment is not binding .

2.5 The full course fee must be made at least 14 days before the course starts.

3 Prices

Component of the contract is the price list valid at the date of registration.

4. Cancellation and termination

4.1 The Customer can revoke his contractual declaration within two weeks without giving any reasons in writing (for example letter, fax , e-mail). The period commences with conclusion of the contract. To comply with the revocation period the sending of the cancellation is sufficient prior to the expiry of the period time. If The Client has started the course, the right of withdrawal does not apply.

4.2 Upon cancellation, the following cancellation fees do apply (up to a maximum of the full invoice amount): In case of cancellation

30 days before the course starts	75,00 EUR
29 - 4 days before the course starts	150,00 EUR
3 days before the course starts	80% of the total invoice amount

5. Accommodation

5.1. Linguatheke GmbH is the landlord of the arranged accommodations which means that the contract on the rent is made between the Linguatheke GmbH and the student.

5.2. In case of contravention against the house rules the participant loses the right of residence without reimbursement.

6. Obligations of the participant

6.1. The course participant has to ensure that his or her stay in Germany is legal. Linguatheke GmbH takes an entry and residence permit for granted.

6.2. The student is responsible for her own health, accident and liability insurance. Linguatheke GmbH assumes no liability in this area.

7. Liability of Linguatheke GmbH

7.1. The Linguatheke is not liable for the failure of its services due to force majeure or for any other reasons beyond its control. In the case of force majeure an alternate date may be agreed between Linguatheke GmbH and the participant. The Liability of dialoge SBL GmbH for intentional or negligent damages caused by itself or its employees remains unaffected.

7.2. In case a student cannot participate a course fully or partially due to his personal reasons (for example, illness, obstacles related to the residence permit, professional or personal obligations), so he or she is not entitled to a refund of the course fee. It is possible to arrange an alternate date in this case.

8. Privacy Policy

The student agrees Linguatheke GmbH processes his or her data electronically for a proper execution of the application, billing and certification procedure.

9. Applicable Law, Jurisdiction

9.1. The contract is subject to German law.

9.2. The legal domicile is Lindau.