

# General Terms and Conditions of DIE NEUE SCHULE GbR

## §1 General Provision and Scope of Agreements

These General Terms and Conditions (GTC) apply to all business transactions between DIE NEUE SCHULE (hereinafter DNS) and our customers. The terms and conditions are accepted by the customer on placing an order and are valid for the entire duration of the business agreement. They also apply to future transactions. Contrary Terms and Conditions shall only be binding on us if we have expressly recognized them.

## § 2 Agency

All language services are provided by DIE NEUE SCHULE GbR, based at:  
Gieseler Straße 30a  
10713 Berlin  
Tel: +49 30 8730373  
[info@neueschule.de](mailto:info@neueschule.de)  
Amtsgericht Charlottenburg HRB 111248 B

## § 3 Privacy Policy

The customer of DNS agrees to the electronic storage of his or her data. The data will be used by DNS solely for the purposes of the contract and will not be passed on to third parties (except when necessary, e.g. when a customer has registered for an official telc examination).

## § 4 Lessons

The terms 'teaching unit' and 'teaching hour' refer to the standard 45-minute period used generally by language schools. Teaching units can be combined and divided into lessons as agreed with the school. Courses at DNS can be booked for an individual time period. This allows for an intuitive and fair registration system that can be adapted to personal needs. Group classes are in 'small groups' typically consisting of 8–12 participants.

## § 5 Registration for lessons

Customers can register for courses online (via the school's website), or in person at the school premises. Registering online, the customer can choose from the available levels and course types offered on the website of DNS. After selecting a course, they will be requested to enter their personal data and send a 'binding registration request'

to enrol for the course. Before this stage, the customer can review and modify any data at any time. The customer must confirm they accept the General Terms and Conditions and Privacy Policy to complete the registration, by ticking the respective check box. After clicking “Binding Registration”, the customer will be transferred to the online payment tool of DNS. The course must be paid in full to complete the registration process. In case this step is omitted, the registration will not be considered valid and DNS is relieved from any obligation towards the customer.

Completion of the registration form will generate an email to the customer containing all course details and a link to the school’s Terms and Conditions. The email itself is not proof of a completed registration – if payment has not been received, meaning the registration is not yet valid, the school will notify the registrant as soon as possible, so they can complete the payment process. A completed registration guarantees the customer may participate in the course chosen for the month in question (i.e. starting date) at the chosen language level. The school is, however, not bound to the course time requested and noted in the confirmation email - in certain circumstances, e.g. too few participants starting a course at a specific time, DNS may occasionally need to move participants (customers) to a different course time, in which case they will be made aware of the change. DNS reserves the right to change from regular group courses to online courses and to offer lessons online –also exclusively –if this should become necessary, e.g. due to a hazard to the health of our participants, which could arise in regular group courses. If a transition to online lessons occurs, it is the participant’s responsibility to have the necessary technical equipment needed for online lessons. A transition to online courses does not constitute grounds for a refund or a postponement.

## § 6 Participant Cancellation, Postponement and Refund Policy

Lessons missed will not be refunded. A claim for compensation can also not be made in this event. A participant may postpone a course provided they make the postponement request no later than ten days before the course begins. A course must be postponed in its entirety, partial course postponements cannot be granted. A participant may withdraw from a course in accordance with the following cancellation policy: A 70% refund of total course fees paid can be provided if a participant withdraws from their course no later than ten days before the course begins, after this no fees can be refunded. Any postponement or cancellation requests must be communicated to the school in writing (letter or email). Multi-month course registrations are considered one course for postponement and cancellation purposes, with the start of the first month of courses counting as the start of the multi-month course. Private lessons, once booked, can be postponed, provided this is requested in writing within office hours no later than 24 hours prior to the lesson. DNS will try to ensure continuity with the same teacher throughout a course, however, when this is not possible, a change in teacher does not constitute grounds for a refund –this applies to all types of lessons, including one-to-one and online lessons. Refund requests for accommodation rental costs and language examinations booked via DNS cannot be granted under any circumstances. Courses booked in a special promotion period are categorically exempt from postponement and refunds (except for the early bird discount). The participant will be informed about the offer and the conditions via the DNS-website.

## Educational leave

The intensive foreign language course, whether booked as educational leave or not, becomes a binding booking upon payment of the course fee (see also §10 Educational leave).

A 70% refund of the course fees paid can be made if a participant withdraws from the course at least 30 days before the start of the course.

the course at the latest. No fees can be refunded thereafter. The

The cancellation request must be communicated to the school in writing (letter or e-mail) no later than 30 days before the start of the course; the same applies if a participant wishes to postpone his/her course to a later month.

## § 7 School Cancellation, postponement, public holidays and weather

In the extremely unlikely event of a cancellation on the school's part, the participant is entitled to a refund or to postpone the course to a later date. No further claims for damages can be accepted. DNS retains the right to change course dates and cancel courses affected by a low turnout of participants. All payments in this event will be refunded. No further claims can be asserted. DNS is closed on official public holidays of the federal state of Berlin. Classes falling on public holidays will not be rescheduled. Courses will take place irrespective of the weather. DNS reserves the right to change from regular group courses to online courses and to offer lessons online –also exclusively –if this should become necessary. A transition to online courses does not constitute grounds for a refund or a postponement.

## § 8 Liabilities, accident insurance, food & drink and pets

Each student is responsible for himself. DNS is not liable for any loss, damage or injury to persons and / or property. The customer confirms that they are taking the language course for private reasons only. In the case of taking the course for professional purposes and not specifically being sent by a company they must inform the school of this no later than the course start date and must pay an additional € 11.42 for accident insurance. Customers must advise the school in case they are taking the language course for any specific professional purpose, i.e. if they intend to use it to apply for a job in Germany. In such cases, accident insurance may need to be added to the course fees. Food and drink may be brought onto the premises of DNS, but students must throw their own litter away – the school provides waste bins - and leave classrooms and communal areas as they found them. Pets may be allowed in the school only under express permission from the school's management team.

## § 9 Visa Courses

### Enrolment letter

An official enrolment confirmation letter for visa purposes can be provided after registration has been completed and course fees have been paid in full. The letter is delivered by email, at a charge of €50. If a printed copy is requested, additional postage costs will be advised based on the destination. The letter is a legally binding document stipulating the duration of the participant's course. Therefore, the participant must apply for the visa based on the dates stated in the letter. Should the participant require a new letter with different dates, they must provide written proof from the embassy that they

were asked to obtain a new letter. Proof must be provided 10 days before the start of the course. A new letter with new dates will be subject to an additional €50 fee and, if necessary, any additional postage costs.

### Postponement

After registration, a participant may request to postpone their course once, only if this is due to a delay in the visa approval process and provided it is requested no later than ten days before the course start date. In order to postpone a course, the participant must provide written proof from the embassy that their visa will not be issued by the dates listed on the enrolment letter from DNS. The course must start no later than 3 months after the original course start date. A course may only be postponed in its entirety -partial postponements cannot be made.

### Refunds / cancellation

It is possible to cancel a course and obtain a refund of up to 70% of the total course fee (less any banking fees) only upon presentation of a refusal letter from the relevant visa authority. Under no other circumstances can a refund be provided. The refusal letter must be provided when the refund request is made. Withdrawal of a visa application does not constitute rejection –as such, letters confirming a withdrawal cannot be used to request a refund. Refund requests received later than 12 months after the date of the original payment date cannot be accepted. Where a refund is possible, the amount will be reimbursed no later than 4-6 weeks after the date of the valid refund request. Refunds for parts of the booked course package cannot be made.

## § 10 Educational leave (Bildungsurlaub)

The educational leave is booked via the DNS website. The customer registers as described in §5. After successfully registering for educational leave, the customer shall receive a letter of confirmation from DNS for submission to his/her employer. If the employer does not approve the application for educational leave, this must be communicated to DNS immediately in writing, submitting the letter of rejection. The customer has 14 days after registration to clarify the matter with the employer. If no binding booking by payment of the course takes place within these 14 days, we will release this place to other interested parties and the registration will be canceled on our part. A new registration is then only possible if there are still enough places on the course.

As soon as we receive payment for the educational leave, the course is bindingly booked. Cancellation or postponement is then only possible as described under §6.

## § 11 One-to-one Lessons

### Payment

Customers can choose between different lesson packages. Registration is complete only after payment has been received and no appointments can be scheduled without the payment.

### Scheduling lessons.

The lessons may be organized at times and dates that suit the customer, subject to teacher availability and provided each lesson is a minimum of 60minutes in length. One-to-one lesson tickets are valid for 6 months. Customers must request approval from the school by email if a long break between lessons or a longer ticket validity period is required.

#### Cancellation, postponement and refund policy

One-to-one lesson tickets cannot be refunded, wholly or partially. Lessons may be postponed, provided this is requested in writing during the school's opening hours no less than 1 Working day before the appointment. Cancellations or postponements requested after this point are chargeable i.e. the cost is deducted from the customer's lesson package. Trial lessons can be provided by the school for one-to-one lessons, but are subject to a fee. Only one trial lesson is possible per person. DNS reserves the right to change from regular private classes to online classes and to offer lessons online –also exclusively –if this should become necessary. A transition to online courses does not constitute grounds for a refund or a postponement.

## § 12 Preparatory Courses with telc Examinations

#### Registration

Registration for the online telc preparation course incl. telc examination should take place no later than 1pm 14 days before the examination date (for telc Deutsch B2) and no later than 1pm 15 days before the examination date (for telc Deutsch B1 and telc Deutsch C1/ telc Deutsch C1 Hochschule). Registration at a later date is only possible in individual circumstances when places are available, and a late registration fee of 30 EUR will be charged. Registration is only binding once the entire registration process has been completed and all fees have been paid in full. Once registration has been completed, the examination date and level cannot be changed.

#### Declaration of exam procedures

Once a customer has registered, the exact time of the examination will be confirmed by email no later than 3 days before the examination date. The customer is obligated to regularly check the email address provided on the examination registration form. Should it be the case that a customer has not received an email notification at least 3 days before the exam date, the customer is then obligated and responsible for contacting the examination centre out of his own initiative and to enquire about the starting time of the exam. The examination centre takes no responsibility if an email notification is not received and explicitly stresses the customer's responsibility to be informed about the start time of the exam. The participation in the examination is only possible when the customer arrives for the examination on time and can provide a valid passport or identification.

#### Execution of the exam

The Terms and Conditions of telc as well as telc's exam regulations apply to all telc examinations. Telc's Terms and Conditions as well as the examination regulations can be found on telc's website. Only the terms and conditions of DNS apply for the payment of telc exams and the refund policy.

### Refunds

Once paid, examination fees cannot be refunded under any circumstances. No exceptions can be made for instances such as a participant being hindered in taking part in the examination, falling ill, arriving late nor being unable to produce a valid form of identification. Once paid for, the examination date cannot be changed, e.g. postponements are not possible.

### Notification of exam results

The certificate will usually be received at the test centre about six weeks after the test. The participant will promptly be informed of the arrival of their results and can personally collect their certificate. In the case that a certificate arrives late, there is no right to compensation. DNS accepts no liability for certificates issued with errors, e.g. spelling mistakes in names.

### Expulsion from the exam

The use of electronic devices or other means and/or resources during the duration of the examination is explicitly prohibited. The use of these, or attempting to cheat in any way, will prompt immediate expulsion from the examination. There is no right to compensation of exam fees.

## § 13 Exclusion from § 312 ('Fernabsatzgesetz')

DNS is excluded from the German Federal laws governing distance selling ('Fernabsatzgesetz') as per § 312 b, the services of DNS being bound to a specific point in time. As such, the customer has no claim to any rights of cancellation applying to distance selling (§ 312 d).

## § 14 Amendments and Salvatory Clause

Should the customer come across user agreements that differ or agree to modifications, additions or ancillary clauses to the agreements made by these Terms and Conditions, such changes will be required in written form. If any provision of these Terms and Conditions, in whole or in part, do not become part of the contract or are otherwise ineffective, the contract will remain valid. In this event, the content of the contract will be in accordance with the statutory provisions.

## § 15 Applicable Law and Jurisdiction

The contractual relationship and other business relations between speakeasy and the customer are subject to German law to the exclusion of international sales law. To the

extent permitted, all disputes shall remain within the exclusive jurisdiction of Berlin, Germany.