

General terms and conditions of business of the Institute for International Communication and Foreign Cultural Exchange (IK Bayreuth e.V.)

(1) Area of applicability

The general terms and conditions of business mentioned hereinafter shall apply to the contractual partners/participants in the language course and the recipient of additional services of the Institute for International Communication and Foreign Cultural Exchange (IK Bayreuth e.V.). Terms and conditions to the contrary shall require written confirmation by IK Bayreuth e.V. for effective inclusion. This form requirement may only be waived by written declaration.

IK Bayreuth e.V. offers language courses for professional further education of corporate clients and for private persons. The following terms and conditions shall apply to all services within the framework of language teaching.

German law shall apply.

(2) General participation requirements

The events/courses offered have been designed for adults as a matter of principle. Contracting partners/participants in the events/courses of IK Bayreuth e.V. shall have to be of a minimum age of 17 years.

Young people as from 17 years of age may also participate upon consultation and with the declaration of consent of the legal guardian (including the release of the supervisory duty). The courses are not suitable for young people under the age of 17.

(3) Prerequisites for events

As a matter of principle, events/courses may take place only if the minimum number of participants has registered. If fewer contracting partners/participants have registered, IK Bayreuth e.V. shall decide on the closure or continuation of the event/course. In case of continuation, the IK Bayreuth e.V. make a new contractual offer to the partners/participants.

In doing so, a reduction of the lessons and/or the increase in fees shall be taken into consideration.

If ongoing events/courses are discontinued by IK Bayreuth e.V. for reasons for which it is responsible, the fees shall be reimbursed on a pro rata basis.

The IK Bayreuth e.V. reserves the domiciliary right of the event locations used. Under certain conditions – to be defined separately – contracting partners/participants can be excluded from further attendance at events.

(4) Binding nature of the registration and reservation of the course place

Registrations may be made by fax, e-mail, online registration form and telephone. In case of registration by telephone, IKK Bayreuth e.V. shall reserve a place in the course for a maximum of one day. By then, a written registration of the contracting partners/participants must have been received by IKK Bayreuth e.V.

By registering, the contracting partners/participants hereby accept the general terms and conditions of business of IKK Bayreuth e.V.

Every written registration, as well as the dispatch of online course booking form, shall be binding and shall lead to an obligation to pay the fees of the services booked in full, unless a written rescission/cancellation of the booked services is declared within the period of notice for rescission/cancellation.

A confirmation of the registration or an issue of a written confirmation of registration shall be provided as soon as at least the registration fee is received by IKK Bayreuth e.V. or an original cost absorption declaration of a third party (such as funding or studentship promise, cost absorption declaration by the employer) is presented to IKK Bayreuth e.V.

The receipt of payment in the bank account of the organiser shall be decisive or the presentation of the acknowledged evidence of payment or the cost absorption declaration.

Only then shall the course place be firmly reserved and the contracting partner/participant be permitted access to the event/course.

Registration certificates which are used to apply for residency certificates must be returned to IKK Bayreuth e.V. in case of cancellation.

(5) Terms and conditions of payment

The fees are indicated for the respective events/courses and lectures. With respect to the amount of the event/course fee, the applicable German-version price list at the point of registration shall be valid. The fees for the contractually agreed services must be paid in full in advance and at the latest by the time of engagement of the service (i.e. on the first day of the course).

If, by the beginning of the following day, the payment has not been made in full, no entitlement to further reservation of a course by IKK Bayreuth e.V. shall exist unless other terms are mentioned for a special offer of services or deviations from this regulation have been agreed upon in writing.

Regardless of the above, the obligation to make payment by the contracting partner/participant shall continue to exist.

IKK Bayreuth e.V. shall be permitted to charge interest to the amount of at least five per-cent points above the respective base rate of interest. Moreover, a fixed processing fee of 5.00 Euros must be paid. The course fee can be paid in cash or by bank transfer.

Payment by EC card on site is not possible. Bank transfers shall be made to the following account:

Sparkasse Bayreuth, BSC 773 501 10, account No. 9009002,
BIC BYLADEM1SBT, IBAN DE51 7735 0110 0009 0090 02

Bank charges for payment, transfer, etc. shall be borne by the contracting partner / participant.

(6) Materials

The course fees shall not include the costs of textbooks and materials.

(7) Change of course / course graduation

Level grading shall be based on the aptitude test carried out by IKK Bayreuth e.V. No claim to the setting of times of the course (morning or afternoon) shall exist. The course times shall be determined by the organiser, IKK Bayreuth e.V.

(8) Change of course management

IKK Bayreuth e.V. shall reserve the right to assign another course manager than that which was announced for the events/courses for important reasons, as well as to change the location of the event. This shall not give rise to a cancellation entitlement, neither ordinary nor extraordinary.

No right to instruction by a certain lecturer shall exist. A change of teacher shall not permit the contracting partner/participant to terminate or rescind the contract.

(9) Certificate of attendance

In case of regular attendance at a course, IIK Bayreuth e.V. shall issue a certificate of attendance upon request. The contracting partners/participants are requested to contact the course management in due time. The certificate of attendance can be issued only within one year after the end of the course. Processing fees to the amount of 5.00 Euros shall be charged for certificates of attendance, which are applied for after the end of the course.

(10) Cancellation, rescission and termination by IIK Bayreuth e.V.

IIK Bayreuth e.V. can cancel booked courses should the minimum number of participants not be attained at the beginning of the course, or in case of force majeure or other objectively justified reasons. In such a case, IIK Bayreuth e.V. shall submit suitable replacement offers. In case of a course cancellation, the contracting partners/participants shall receive the full sum paid back upon request, without deduction of processing or bank fees.

No course fee shall be charged and/or fees already paid shall be reimbursed. The contracting partner/participant shall not be entitled to any further claims. In particular in such cases, no claim to reimbursement of reservation costs for tickets and similar shall be accrued. Therefore, IIK Bayreuth e.V. strongly advises the conclusion of a cancellation insurance policy by the contracting partner/participant.

(11) Prevention of the contractual partner/participant

If, after the beginning of the course, a contracting partner/participant cannot attend the course in full or in part for reasons within his/her person (such as illness, residency permit hindrances or personal obligations), he/she shall have no claim to reimbursement of the course fees or participation in a course at a later time.

(12) Obligations of the participants

The contractual partners/participants shall be obliged to observe the house rules applicable at IIK Bayreuth e.V., in particular to not disturb the lessons as well as to handle devices and equipment of IIK Bayreuth e.V. with care.

IIK Bayreuth e.V. shall reserve the right to claim damages due to violation of the obligations stated in Sentence (1).

IIK Bayreuth e.V. shall reserve the right to exclude contracting partners/participants, who intentionally or gross negligently violate the obligations in Sentence (1) from participation in courses.

(13) Liability and insurance

Contractual partners/participants shall attend courses at their own risk. IIK Bayreuth e.V. shall assume no liability for accidents during courses or on the way to and from the classrooms and/or damage or loss of property of the contracting partner/participant unless IIK Bayreuth e.V. has caused the personal injury by negligent breach of duty, or the damage to or loss of property is caused by intentional or grossly negligent breach of duty. The liability of IIK Bayreuth e.V. for damage of any kind, provided it is not a loss connected to injury to life, body or health, shall, irrespective of legal reason, be limited to the case in which intent and gross negligence can be attributed to IIK Bayreuth e.V.

The course fee shall not include insurance cover. There is no insurance against accident and damage to or loss of property brought on to the premises. The contracting partners/participants shall be personally responsible for the conclusion of a health, accident and liability insurance policy, unless corresponding services have been agreed separately.

The contracting partners/participants shall be liable for all damage which they culpably cause, also in respect of arranged accommodation.

(14) Legal right of revocation in keeping with the German Civil Code (BGB)

Revocation instructions for consumers when registering by Internet or by mail/fax/e-mail:

Right of revocation:

You can revoke your contract registration within fourteen days without the giving of reasons by means of clear declaration (such as by letter, e-mail, fax or by telephone). The period shall commence after receipt of this information in text form, but not prior to conclusion of contract. To safeguard the right of revocation, the punctual submission of your declaration is sufficient, i.e. by forwarding the revocation. The revocation should be addressed to:

Institut für Internationale Kommunikation und Auswärtige Kulturarbeit
IHK Bayreuth e.V.
Rosestraße 20,
D-95448 Bayreuth,
Germany
Telephone: +49 (921) 79 31 95 21,
Facsimile: +49 (921) 79 31 95 23,
E-Mail: info@iik-bayreuth.de.

Consequence of revocation:

If you revoke this contract, IIK Bayreuth e.V. shall be obliged to return all payments received from you immediately, at the latest fourteen days from the date on which the information concerning the revocation of this contract was received by IIK Bayreuth e.V. For the repayment, IIK Bayreuth e.V. will use the same means of payment which you used, unless an arrangement to the contrary has been explicitly agreed. In such a case, you will not be charged any fees for this repayment.

Special information:

Your right of cancellation shall terminate prematurely, if the contract is fully fulfilled by both parties in accordance with your explicit request before you have exercised the right of revocation.

If you have requested that the service shall commence during the period of revocation, you shall be obliged to pay IIK Bayreuth e.V. a suitable amount which corresponds to the share of the services rendered up to this point in time by IIK Bayreuth e.V. compared to the entire scope of the services provided in the contract. The period for the return of the course documents and/or the compensation due shall commence on the submission of your declaration of revocation.

End of the information about rights of revocation

(15) Cancellation / cancellation period

All declarations of contractual termination must be made in writing and shall require text form in accordance with Section 126 b of the German Civil Code - BGB (such as letter, fax or e-mail) to be effective.

Ordinary cancellation of a course and, if applicable, of booked accommodation, shall be possible in writing up to two weeks prior to the beginning of the course (in case of certain services, also later; please refer to the respective description of services).

Should the written cancellation be received fourteen days prior to the beginning of the course at the latest, the contracting partner/participant shall receive back the full sum paid minus bank charges and a cancellation fee to the amount of o 50.00 Euros.

In case of a later cancellation, the complete course fee shall be due. The cancellation fee shall be charged for every service booked.

Special cancellation terms shall apply to booked examinations.

The right of extraordinary cancellation for important reasons shall not be affected thereby.

(16) Data protection

The contracting partner/participant hereby declares that he/she accepts the electronic storage of his/her data.

The inventory data of the contracting partner/participant and voluntary data shall be used by IIK Bayreuth e.V. to provide services and for future provision of information concerning the services offered by IIK Bayreuth e.V.

The data shall only be used by IIK Bayreuth e.V. for fulfilment of the contractual purpose. Data will not be passed on to third parties for advertising purposes.

Data protection shall be observed in conformity with the legal stipulations (German Federal Data Protection Act - BDSG).

IIK Bayreuth e.V. takes the protection of the personal data of the contracting partners/participants very seriously and strictly observes the stipulations of the data protection laws.

Personal data shall only be gathered on the website of IIK Bayreuth e.V. to the technically necessary extent. In no case shall the gathered data be sold or passed on to third parties for other reasons.

(17) Severability clause

Should a stipulation of these general terms and conditions of business be ineffective, the effectiveness of the remaining provisions shall not be affected thereby.

(18) Place of performance / place of jurisdiction

The place of performance shall be Bayreuth (Bavaria).

The exclusive place of jurisdiction for all disputes under and in connection with the contracts with IIK Bayreuth e.V. shall be Bayreuth, if the contractual partner/participant is a merchant or legal person under public law; otherwise, the statutory places of jurisdiction shall apply.

