

# GENERAL TERMS AND CONDITIONS AND CUSTOMER INFORMATION

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany (“Goethe-Institut” or “We”) for the booking of courses, examinations and other services, and for the purchase of goods.

Please note: For improved readability, the simultaneous use of gender-specific forms of language has been dispensed with. Any and all references to persons apply to all genders.

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## 1. SCOPE

The following General Terms and Conditions ("GTC") apply to all contractual relationships between the Goethe-Institut and consumers or entrepreneurs ("Clients", "Course Participants", "Examination Participants" or "You") who order paid services from the Goethe-Institut (the booking of courses, examinations and other services, and for the purchase of goods) via the goethe.de website. The [Conditions of Use](#) apply to the free services on the goethe.de website. If the entrepreneur uses conflicting or supplementary general terms and conditions, their validity is hereby objected to; they shall only become part of the contract if we have expressly agreed to them.

## 2. CONCLUSION OF CONTRACT

### *a. Conclusion of contract via our website*

By placing the products (courses, exams and goods) on our website, we make a binding offer to conclude a contract for these items. You can initially place our products in the shopping basket without any obligation, and correct your entries at any time before submitting your binding order by using the correction aids provided and explained to this end in the order process. The contract is concluded when you accept the offer for the products contained in the shopping basket by clicking on the order button. Immediately after sending the order, you will receive another confirmation by e-mail.

The languages available for the conclusion of the contract are

- for courses and examinations in Germany and Austria: German, English, French, Italian, Spanish, Portuguese (Brazil), Russian, Turkish, Chinese
- for courses and examinations of Goethe-Instituts in other countries: German and the respective national language
- Teacher training courses: German

We save the text of the contract and send you the order data and our GTC by e-mail. For security reasons, the contract text is no longer accessible via the Internet.

### *b. Conclusion of contract outside our website*

You can also register for our courses and examinations using the registration form. You can obtain the application forms from the Goethe-Institut on-site or via the Internet. You will be informed of the specific registration options available to you in the registration form, or in the product description on the Internet.

#### *(1) Conclusion of contract by fax or post*

Insofar as the respective registration option exists, the completed registration form can be returned by fax or post to the respective application recipient shown on the registration form.

The local Goethe-Institut shall decide on participation. The current course and examination dates and registration deadlines can be found on the registration forms or in the product description on the Internet. Only those registrations that are received in due form – and time and provided that there are sufficient places available – will be considered. As a rule, the chronological order of registration is decisive for this.

The decision on participation will be communicated to you in text form within five days of receipt of the registration form by us. Any entitlement to participate in the course or the examination only arises upon receipt of the confirmation in text form. Prospective parties who are not admitted to participate will be informed of the decision in text form without delay.

#### *(2) Conclusion of contract by e-mail*

Insofar as the respective registration option exists, the completed registration form can be returned by e-mail to the respective application recipient shown on the registration form.

By sending the completed registration form, you are making a legally binding offer to conclude a contract for the product. The decision on participation will be communicated to you in text form within five days of receipt of the registration form by us. In the event of admission, the

contract shall thereby be concluded. Any entitlement to participate in the course or the examination only arises upon receipt of the confirmation in text form. Prospective parties who are not admitted to participate will be informed of the decision in text form without delay.

Sec. 2 b. (1) Para. 2 shall apply accordingly.

### 3. CONTRACT RESERVATION

The contract is subject to the proviso that

- for all courses: the details in your order meet the required entry requirements stated on the website, and you have reached the minimum age stated in the product description at the time the course commences.
- in the case of teacher training courses: the admission requirements stated on the website (in particular, the required teaching experience) are met.
- for group courses and group examinations: the minimum number of participants specified in the respective product description is reached.
- the (online) placement test, if any, required in the product description (henceforth: "Placement test") is taken in good time.
- in the case of examinations: the participant fulfils the participation requirements in accordance with § 3 of the respective [Examination Regulations](#) of the Goethe-Institut.
- for children's and youth courses: the registration has been carried out exclusively by the legal representative(s) as contractual partner(s), and all necessary declarations and/or consent have been submitted to the Goethe-Institut in text form (e.g. by e-mail or fax) after registration.

If a contract is not concluded due to a reservation of contract, the course or examination fee will be refunded.

### 4. PRICES

For **courses and examinations**, the prices listed on the website at the time of registration apply.

Shipping costs may be added to the stated **prices of the goods**. You can find more details about the shipping costs with the products.

### 5. PAYMENT

Payment can be made using the payment methods listed on the website at the latest at the start of the ordering process. The selection of the means of payment is made with each order. There is no entitlement to the use of a particular means of payment.

### 6. SPECIAL CONDITIONS FOR PARTICIPATION IN COURSES AND EXAMINATIONS

#### a. Course groups

For the individual course groups, the minimum number of participants applies, which can be found in the respective product description. Assignment to a course level and the course group is made on the basis of a placement test, if this is required in the product description. For quality assurance reasons, a placement test is usually required of new clients for language courses. Failure to take the placement test on time may result in non-admission. The placement test must be completed within a certain period of time specified in more detail in the respective product description. Further information on any necessary placement tests and their procedure can be found in the respective product description.

The contract is subject to the minimum number of participants being reached, as well as the timely completion of any required placement test, see Section 3 p. 2.

## b. Rebooking and withdrawal from courses and examinations

Without prejudice to your statutory [right of withdrawal](#), the following applies:

A rebooking of a course (e.g. change of course date) is only possible in exceptional cases and with the consent of the Goethe-Institut. Unless otherwise agreed, a cost contribution in the following amount is due for each rebooking:

### Cost contribution for rebookings

<i>Courses outside Germany and Austria</i>	5 % of the course fee
<i>Courses in Germany and Austria</i>	Rebooking fee 60 €; exception for face-to-face courses: first rebooking due to a negative visa decision, provided the participant provides the relevant proof.

Unless otherwise agreed, the rebooking of an examination is only possible in exceptional cases and with the consent of the Goethe-Institut.

The course or examination participant can withdraw from the booking in text form (in writing, by fax or e-mail) in accordance with the following conditions:

### Contribution to costs in case of withdrawal

Withdrawal...	<i>Courses outside Germany and Austria</i>	<i>Courses in Germany and Austria</i>	<i>Examinations</i>
<b>up to 4 weeks before the start</b>	10 % of the course fee	160 €	100 % of the examination fee
<b>up to 1 week before the start</b>	20 % of the course fee	30% of the course fee, minimum € 160	100 % of the examination fee
<b>up to 1 day before the start</b>	30 % of the course fee	50% of the course fee, minimum € 160	100 % of the examination fee
<b>after start</b>	100 % of the course fee	100 % of the course fee	100 % of the examination fee

The date of receipt of the notice of withdrawal by the Goethe-Institut shall be decisive for meeting the deadline.

The course participant may withdraw from any booked accommodation services free of charge 4 weeks before the start of the course. A later withdrawal is excluded. The rent must be paid in full – even if the accommodation is not used – if we are unable to sublet the accommodation for the booked rental period.

The course or examination participant is free to prove that we have incurred no or less damage in the case of all rebookings and withdrawals.

Any national statutory provisions of a mandatory nature shall remain unaffected by this clause.

## c. Due date and payment

The respective fee (**course and/or examination fee**) is due for payment in full at the time stated in the invoice. This also applies to so-called blended learning products. Blended learning products are those products which, according to the product description, consist of both face-to-face (courses) and digital learning phases. Blended learning products are identified as such in the product description.

The respective course fee of **distance learning courses** is to be paid in instalments for a period of three (3) months each. The first instalment is due for payment two weeks after receipt of the invoice. All subsequent instalments are due on the first of the 4th, 7th, 10th, 13th, 16th, 19th and 22nd month, depending on the number of months of the course. Receipt in the Goethe-Institut account specified in the invoice shall be decisive for the timeliness of

payment. The course participant is at liberty to pay the total course fee in a single payment after receipt of the invoice.

Any fees charged by the participant's credit institution in connection with the payment of the course fee shall be borne by the participant. The Goethe-Institut does not charge separate transaction fees.

A course or examination cannot be started or continued if the agreed payment dates have not been met. In this case, the Goethe-Institut is entitled to allocate the place elsewhere for courses.

#### *d. Scope of services*

The course fees include course participation depending on the course type, correction and commenting on assignments and tests, professional supervision and the issuing of certificates of participation.

The examination fees include the issue of a certificate.

Further details (incl. information on any course materials) can be found in the respective product descriptions.

#### *e. Accommodation for adult courses (Germany region)*

Upon request and if available, the Goethe-Institut will rent furnished accommodation at individual locations for the duration of a booked course, or arrange accommodation from other landlords. The type of accommodation is described in the offer, a prior visit is not possible.

Accommodation is only rented out on a course-by-course basis for temporary use. The day of move-in is the published arrival day, and the day of move-out is the published departure day. The rental contract ends on the day of departure without the need for notice of termination. If the tenant continues to use the rented property after the expiry of the rental period, the rental relationship is not thereby extended. The overnight accommodation of guests of the course participant requires the express consent of the landlord, which will be granted if the course participant has a justified interest.

The course participant may use the rented rooms exclusively for residential purposes in accordance with the house rules. No alterations may be made to or in the rented premises. The course participant undertakes to clean, ventilate and heat the rented rooms properly, and to treat the rented facilities and equipment with care. The course participant shall notify the Goethe-Institut immediately of any damage to the rented rooms, the building and the facilities and equipment belonging to the building or property, and shall remedy the damage at his/her own expense if he/she is responsible for the damage due to neglect of the duty of care or in any other way.

At the end of the tenancy or when moving out, the course participant must return the rented rooms in a clean condition and with all keys provided.

#### *f. Obligations of course and examination participants*

The participant in a face-to-face course

- shall ensure themselves and at their own expense that their stay at the course location is lawful, and that they have the entry and residence permit/visa that may be required.
- is responsible for taking out their own health, accident, liability and household insurance.
- is obliged to comply with the course and house rules in force at the institutes.

The participant in a distance learning course

- shall themselves ensure that they meet the technical requirements necessary for participation in the course and specified in the offer.
- may not publish or make accessible to third parties the access data provided to them for learning and/or test platforms of the Goethe-Institut.

- shall otherwise comply with the obligations of the user (Sec. 4 of the Terms of Use).

The exam taker's obligations are set out in the Examination Regulations as amended from time to time.

*g. Copyright*

All course and examination material (texts, exercises, test questions, solutions, images, programme codes, videos and other content) is protected by copyright. Course participants are exclusively granted a simple, non-transferable right of use for personal use within the scope of course participation.

In particular, course or examination participants are not permitted to copy course or examination material – even in part – for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to resell it or to use it for commercial purposes. Any copyright notices, marks or trademarks may not be removed. Infringements of copyright can be prosecuted under criminal law.

*h. Cancellation*

*(1) Distance learning*

The term of the selected course stated in the product description applies.

Without prejudice to your statutory [right of withdrawal](#), the following applies:

You can cancel without stating your reason(s) for the first time at the end of the first six months after conclusion of the contract with a notice period of six weeks, and after the end of the first six months at any time with a notice period of three months. The right of the Goethe-Institut and the course participant to terminate the contract for good cause shall remain unaffected.

This also applies to (online) self-learning courses.

*(2) Endangering the best interests of the child in children's and youth courses*

The Goethe-Institut is entitled to terminate the course prematurely and without observing a period of notice if facts are present, on the basis of which it can be assumed that there is an immediate risk to the well-being of the child or young participant, which can be eliminated by means of individual supervision which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination, unless such damage results from an intentional or grossly negligent act on the part of the Goethe-Institut. The provisions of Section 10 shall remain unaffected.

*(3) Violation of duties of conduct*

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct on the part of the participant. Serious misconduct is to be assumed, in particular, in cases of bullying, drug abuse, aggressive behaviour towards another participant and sexual harassment.

Termination in the aforementioned cases of Section 6 (h) shall require the text form.

Any national statutory provisions of a mandatory nature shall remain unaffected by the present termination clause.

*i. Reservation of right to change in the event of extraordinary circumstances or events*

In the event of serious, extraordinary circumstances or events, or a change to such circumstances or events already present, which are deemed to be beyond the control of the Goethe-Institut (e.g. civil unrest, armed or terrorist conflicts, natural disasters, epidemics, pandemics, etc.), we reserve the right to offer you changes to the course (e.g. in terms of time

or location). In this case, we will submit a new offer with a deadline, and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments made (if applicable, on a pro rata basis according to the status of service provision).

For consumers, the following applies: The provisions under Section 8 (c) shall apply to changes to digital products.

## **7. SPECIAL CONDITIONS FOR PURCHASES OF GOODS**

### *a. Delivery conditions*

We only deliver by mail order. The self-collection of the goods is not possible.

### *b. Retention of title*

The goods remain our property until full payment has been made.

### *c. Transport damage*

If goods are delivered with obvious transport damage, please register your complaint regarding such faults with the delivery agent as soon as possible, and contact us immediately. Failure to register a complaint or to contact us has no consequences for your legal claims and their enforcement, in particular, your warranty rights. However, they help us to be able to assert our own claims against the carrier or transport insurance provider.

## **8. SPECIAL CONDITIONS FOR DIGITAL PRODUCTS**

Insofar as Goethe-Institut products are offered in the form of digital products, the following provisions shall also apply, in particular.

### *a. Rights of use and copyright*

In the case of digital products, the rights of use are limited in time to the duration of the respective contract term. The aforementioned rights of use also apply to future successor versions of our digital products (updates and upgrades) that we provide instead of our current services. In all other respects, the provisions under 6. (g) shall apply accordingly.

### *b. Product descriptions*

Further details can also be found in the respective product descriptions.

### *c. Amendment to digital products in consumer contracts*

For consumers, the following applies: In the case of a permanent provision, we may make changes to the digital product that go beyond what is necessary to maintain conformity with the contract if

- there is a valid reason for doing so,
- you do not incur any additional costs as a result of the change, and
- we inform you clearly and comprehensibly about the change.

Valid reasons, within this sense, include cases where the change is necessary, in order to adapt the digital product to a new technical environment, or to an increased number of users, or where it is necessary for other important operational reasons.

## **9. RIGHT OF WITHDRAWAL**

Consumers are entitled to the statutory right of cancellation as described in the [Cancellation Instructions](#). Entrepreneurs are not granted a voluntary right of withdrawal.

## **10. WARRANTY**

The statutory liability for defects shall apply.



## 11. RESPONSIBILITY FOR PROPRIETARY CONTENT

Insofar as you make your own content available and/or publicly accessible when using the services of the Goethe-Institut, the responsibility for this lies solely with you. You hereby warrant that you own all rights with respect to such content, and represent and warrant that the content provided does not infringe any third party rights, including (but not limited to), trademarks, copyrights, ancillary copyrights, other intellectual property rights, proprietary rights or rights of privacy.

Furthermore, the content provided may not violate legal provisions, in particular, by being racist, xenophobic, a glorification of violence, sexist or otherwise immoral or anti-constitutional in nature, or by pursuing such objectives.

## 12. LIMITATION OF LIABILITY AND INDEMNITY

### a. *Limitation of liability*

For claims based on damage caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health
- in the event of intentional or grossly negligent breach of duty
- in the case of guarantee promises, insofar as agreed
- vis-à-vis consumers.

In the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract (and on the observance of which the contractual partner may regularly rely – so-called “cardinal obligations”) due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the liability vis-à-vis entrepreneurs shall be limited to the amount of the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must (typically) be expected.

Otherwise, claims for damages are excluded.

### b. *Indemnity*

You shall indemnify us against any claims made against us by third parties due to a breach of law or duty committed by you in connection with

- participation in courses and/or examinations, including the use of digital products in accordance with Section 8 of these GTCs
- the provision of proprietary content in accordance with Section 11 of the GTCs

unless you are not responsible for the breach of duty. You shall indemnify us against the costs of the necessary legal defence, including all court costs and lawyers’ fees against proof. Any further claims for damages shall remain unaffected.

The same applies to children’s and youth courses, insofar as the breach of law or duty is committed by your child.

## 13. DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR), which you can find here <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes.

We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board. The Federal Universal Arbitration Board at the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de) holds responsibility here.









## CANCELLATION INSTRUCTIONS AND CANCELLATION FORMS

The following applies to consumers:

a. *For courses, examinations and other services*

### **Right of withdrawal**

You have the right to cancel this contract within fourteen days without stating any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (Goethe-Institut e.V., Customer Service, Oskar-von-Miller-Ring 18, 80333 Munich, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or Tel +49 89 15921-0) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

### **Consequences of revocation**

If you cancel this contract, we must refund all payments we have received from you – including delivery costs – without delay and, at the latest, within seven days of the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

### **Sample cancellation form**

*(If you wish to revoke the contract, please complete and return this form)*

– To Goethe-Institut e.V., Customer Service, Oskar-von-Miller-Ring 18, 80333 Munich, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or Tel +49 89 15921-0

– I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

– Ordered on (\*)/received on (\*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only in the case of notification on paper)

– Date

*(\*) Delete as applicable*

b. For purchases of goods

**Right of withdrawal**

You have the right to cancel this contract within fourteen days without stating any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you – who is not the carrier – have taken possession of the last goods.

In order to exercise your right of withdrawal, you must inform us (Goethe-Institut e.V., Customer Service, Oskar-von-Miller-Ring 18, 80333 Munich, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or Tel +49 89 15921-0) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

**Consequences of revocation**

If you cancel this contract, we must refund all payments we have received from you – including delivery costs – without delay and, at the latest, within seven days of the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back, or until you have provided proof that you have returned the goods, whichever is the earlier.

You must send or transfer the goods to us or to Niedermaier Spedition GmbH Fuhrmannstr. 10 94405 Landau an der Isar, Germany. You only have to pay for any loss in value of the goods if this loss in value is attributable to handling of the goods that is not necessary for testing the quality, characteristics and functioning of said goods.

**Sample cancellation form**

*(If you wish to revoke the contract, please complete and return this form)*

– To Goethe-Institut e.V., Customer Service, Oskar-von-Miller-Ring 18, 80333 Munich, Germany or [widerruf@goethe.de](mailto:widerruf@goethe.de) or Tel +49 89 15921-0

– I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

– Ordered on (\*)/received on (\*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only in the case of notification on paper)

– Date

*(\*) Delete as applicable.*