

GENERAL TERMS AND CONDITIONS OF BUSINESS

Clause 1 Registration, contracting party and minimum age

To register, use the form in the brochure or on www.eurocentres-berlin.de, and send this as early as possible to Eurocentres Berlin. On confirmation of the registration by Eurocentres Berlin, the contract shall be deemed to have been concluded, and the registration shall be binding. The course participant shall be deemed to be a Eurocentres Berlin contracting party, provided he or she is 18 years old or more. In the case of course participants who have not reached the age of 18, the contracting party shall be deemed to be the parent or guardian of the course participant. The registration application must be signed by this person, who must also give his or her exact address. This shall also apply when the age of consent is not 18 years in the country where the language course is taking place, or in which the course participant or his or her parent or guardian is resident.

Clause 2 Information provided on registration

The course participant/contracting party hereby expressly confirms that the information provided at the time of registration for the language course shall correspond to the truth, and accepts that he or she may be expelled forthwith from the language course at any time should said information prove to be a misrepresentation (e.g. beginners who select a start date on which no beginners' courses are available). In such an event the course fees shall not be refunded in any way, not even on a

pro-rata basis. Potential participants who are unsure of their language level should tell their Eurocentres adviser that they wish to take the Eurocentres Pathfinder test.

Clause 3 Terms and conditions of payment

Course fees and any other fees as well as insurance premiums shall be payable six weeks before commencement of the course. Payment for all performances shall be due immediately in cases where registration is made less than six weeks prior to the start of the course. The fees shall be deemed as effectively paid only once they have been paid into the account specified by Eurocentres Berlin in the confirmation of registration.

Clause 4 Delay in payment

Should payment not be effected by the aforementioned date, the contracting party shall be deemed to be in default. In such an event Eurocentres Berlin shall not be obliged to admit the course participant to the language course. The existence of a claim on the part of Eurocentres Berlin shall remain unaffected by the above. Eurocentres Berlin may claim damages in accordance with clause 10.

Clause 5 Proof of payment

At the start of the course the course participant shall provide proof of payment of the course fees and, where applicable, of the accommodation and other fees. Should the course participant be unable to present such proof, he or she shall not be admitted to the classes or to the accommodation. In such an event Eurocentres' claims shall remain unaffected.

Clause 6 Enrolment fee

An enrolment fee of EUR 110 shall be charged for all arrangements and shall not under any circumstances be refundable.

Clause 7 Change fee

If you request a change of date (course, accommodation etc.) or type of accommodation after your initial enrolment has been confirmed, this has to be agreed by Eurocentres Berlin. If Eurocentres Berlin is able to confirm the change, you will be charged a Change fee of EUR75 which is payable when the confirmation is received. You will not be charged this fee if you choose to extend your course prior to commencement of the course. If we receive your change of booking less than 14 days before the course is due to begin, other costs may be incurred in addition to the booking change fee (e.g. for accommodation) which we will have to pass on to you. Any extension of a course, once the course has begun, will be treated as a new enrolment. In case of specialised courses of more than 4 weeks, the specialisation can also be changed during the course. However, only one change can be made every four weeks. A change fee will be charged, should you change your specialisation before this time. The school must in any case agree to a change.

Clause 8 Passport and visa requirements

Many countries have passport and visa requirements. Please inform yourself about such regulations and take the necessary measures. We shall be happy to provide more detailed information (see also www.eurocentres-berlin.de).

Clause 9 Obligations of the course participant

The course participant shall be responsible for choosing a language course that corresponds to his or her abilities. The course participant undertakes to attend the course personally, to arrive punctually and to take part in lessons. Should the irregular attendance or other behaviour of the participant lead to a disturbance of the language course for other participants, Eurocentres Berlin reserves the right to expel the participant from the course. In such an event the course fees shall not be refunded in any way, not even on a pro-rata basis.

Clause 10 Withdrawal prior to the start of the course

The contracting party may send written notification of withdrawal prior to the start of the course, without any statement of reasons. If such written notification is received by Eurocentres Berlin 14 days before commencement of the course, all payments already made to Eurocentres Berlin in connection with the present contract shall be refunded to the contracting party, with the exception of the enrolment fee. If written notification is received by Eurocentres Berlin less than 14 days, but in any case by not later than 5 p.m. (CET) on the last Friday before the commencement of the course, an invoice shall be issued for the registration fee, school fees for one week and accommodation fees for one week, if applicable. The reimbursements will be made within 4 weeks after receipt of the withdrawal. For student residences, hotels and apartments the respective General Terms and Conditions of the third parties providing such accommodation apply. Special regulations apply with respect to withdrawals by participants studying in Australia on a student visa.

Clause 11 No-show or withdrawal from the language course

Should the course participant fail to show up for the language course or withdraw from the course, he or she shall not be entitled to claim any reimbursement.

Clause 12 Cancellation and/or change of the accommodation after course start

Accommodation may be terminated or changed, subject to two weeks' notice to end on a Saturday. Notice of termination shall be sent in writing to Eurocentres Berlin exclusively. A change fee of EUR 75 will be charged. Should the course participant leave the accommodation before the end of the period of notice, the full price for the accommodation up to the end of the cancellation period remains payable.

The following conditions apply for the ARWO apartments: In case of early termination payment must be done until the end of the following month.

The BBT apartments can be cancelled as per Eurocentres terms and conditions.

Clause 13 Incomplete participation in lessons

Should the course participant not take part in all of the lessons that make up the subject matter of the language course, he or she shall not be entitled to claim any reimbursement and the full school fee shall remain payable.

Clause 14 Complaints and liability

The course participant shall make complaints without delay to Eurocentres Berlin. (Any complaint concerning services provided by a third party should be addressed to the third party.) If Eurocentres Berlin is not able to remedy the situation within a reasonable period, the course participant may take steps to remedy the situation him or herself, and Eurocentres Berlin shall refund the cost, against receipts, in so far as legal and contractual liability requires. This procedure does not restrict the participant's right to pursue other legal remedies. Any requests for refund shall be made by registered letter to Berlin within four weeks of the agreed termination of the course. After this period, all types of claims under any legal title shall no longer apply and be forfeited.

Eurocentres Berlin shall be liable for its own performances in accordance with these General Terms and Conditions and statutory regulations but not in case of ordinary negligence; for package deals, liability in case of claims other than for personal injury shall be limited to twice the package price. Liability is limited to the immediate damage. Eurocentres Berlin shall not be liable for the loss, destruction, etc. or misuse of valuables, cameras and video cameras, etc., mobile phones, credit cards, cash, etc. Eurocentres Berlin shall also not be liable for lost holiday time, experienced frustration, etc. – Eurocentres Berlin shall not be liable in the case of poor or non-performance of services provided by a third party. – These liability regulations shall also apply to non-contractual claims.

Clause 15 Minimum number of participants

Where the minimum number of 6 students required for each language course has not been reached, Eurocentres Berlin shall inform the participant/contractual partner at least three weeks before the start of the course. (Premium courses will be available regardless of the number of participants). Where Eurocentres Berlin is unable to offer the participant/contractual partner an alternative language course, Eurocentres Berlin shall reimburse any paid fees. The contractual partner shall not be entitled to make any claims for having been inconvenienced or for other damages. In exceptional cases, Eurocentres Berlin may also run courses with less than six participants.

Clause 16 Changes to prices, dates or programmes

Provided that no confirmation of registration has been issued, Eurocentres Berlin shall have the right at any time to change the dates and prices published in the course schedule, on the Internet or elsewhere. On conclusion of the contract, Eurocentres Berlin may amend the published programme of services, provided such amendments are unavoidable and negligible, and are made in good faith and do not affect the overall style of the course. If material changes are made to key services, the contracting party shall have the right to withdraw from the contract or to request to join an equivalent language course, where Eurocentres Berlin is able to offer him or her such a course. Eurocentres Berlin shall immediately notify the contracting party of any such amendment. The contracting party must exercise his or her rights immediately after receipt of such notification from Eurocentres Berlin.

Eurocentres Berlin shall be entitled to increase its prices after signing of the agreement and up to three weeks before the start of the course for the following reasons: increases in cost of transportation, increases in charges for certain services, fluctuation in exchange rate, official price increases, introduction or increased official charges. In case of such an increase, the price can be adapted and increased accordingly. In case of price increases of over 10%, the contractual partner shall have the same rights as in case of a considerable change of one of the key performances.

Any changes to the program or performances during the language course due to unforeseeable or unpreventable reasons are permissible, provided the overall content of the program remains unchanged. – Eurocentres Berlin retains the absolute right to assign or re-assign participants to classes in accordance with their language skills or to implement any other measures required for the correct operation of the school.

Clause 17 Public holidays

The contracting party notes that, the schools at the course locations are closed on public holidays and that no claims against Eurocentres shall accrue in his or her favour as a result.

Clause 18 Data protection

We only record your personal data if you order a brochure, ask for an offer, or book a course. The received information shall remain within Eurocentres and is generally not made available to third parties or other organizations.

Your information is passed on to

– book your accommodation (i.e. host family, residence, and hotel).

– book a course or a service on your behalf that is provided by a Eurocentres partner company (i.e. partner schools, travel insurance, universities, on-job training).

Companies that are not part of the Eurocentres organization are highlighted accordingly in the Eurocentres brochure and on the course confirmation.

– order the requested brochure as quickly as possible. To ensure quick processing, we may pass on your order to one of our contractual partners in your home region.

– comply with statutory regulations. In certain cases, we have to submit your information to the authorities (i.e. immigration authorities).

Your information is stored by Eurocentres, Berlin. Apart from for offering you advice and processing your booking, your data is used for providing you with information about Eurocentres product news. Please inform us, if you do not wish to receive this service.

Clause 19 Consumer protection

By signing the General Terms and Conditions of EurocentresBerlin, the contractual partner shall retain the right to instigate further legal steps, subject to these being available under the law applying to the place of residence of the contractual partner or at the location of the school. This right shall not be limited by compensation offered by Eurocentres Berlin or a partner company of Eurocentres Berlin in connection with a dispute.

Clause 20 Contracting parties/guarantee

The contract is concluded between the contracting party as defined in Clause 1 and the Eurocentres Berlin GbR , Bernburger Str. 30/31, 10963 Berlin, Germany.

Clause 21 Applicable law, jurisdiction

German law exclusively shall be applicable to the present contract. Berlin, Germany is stipulated as the place of jurisdiction. The above General Terms and Conditions shall in no way restrict the general applicable rights of the contractual partner.