

## **General Terms and Conditions (course offers)**

### **1. Your contractual partner**

The contract is concluded with „DeutschAkademie“ Weiterbildungs GmbH, Opernring 1/Stiege E, 1010 Vienna.

### **2. Profile**

To use our services, you must create a profile. To do so, you must complete the registration form in full and submit it.

### **3. Booking**

To book a course, you must add it to your shopping cart and click the checkout button. A binding contract is formed upon receipt of the confirmation email.

### **4. Prepayment policy**

In order to participate, the course must be paid for in full at the time of booking.

### **5. Follow-up course**

Follow-up courses must be booked separately and are not automatically reserved. You will receive an email regarding reservation options during your course.

### **6. No right of withdrawal**

Pursuant to Section 312g, Paragraph 2, Sentence 1, No. 9 of the German Civil Code (BGB), there is no right of withdrawal.

### **7. Rescheduling your German course**

You can reschedule your German course up to 14 days before the course starts. The first rescheduling is free; each subsequent rescheduling costs €30 per course month.

### **8. Cancellation and cancellation insurance**

You may cancel your German course no later than 14 days before the course begins without providing a reason. After this date, cancellation is no longer possible unless you have also purchased additional cancellation insurance.

We offer two types of cancellation insurance, which you can select when booking:

- **Insurance in case of non-attendance of the course:** This insurance costs 3% of the total amount and can only be claimed before the course begins. If you or a family member becomes ill and you are therefore unable to attend the course, we will refund the course fees, but only upon presentation of a doctor's note. Confirmations must be in German or English. As an alternative to a refund, you may attend a later course.
- **Insurance in case of course cancellation:** This insurance costs 10% of the total amount. You can claim this insurance if you must cancel the course due to a work obligation, a death in the family, or illness. In this case, we can reimburse you for the proportionate course fees upon presentation of a confirmation from your employer or a doctor's note. Confirmations must be in German or English. As an alternative to a refund, you may attend a later course.

## 9. Our special right of withdrawal in case of insufficient participants

If the minimum number of 7 participants is not reached, DeutschAkademie reserves the right to shorten the course if, in the teacher's opinion, the more intensive support resulting from the smaller group size justifies this from a language pedagogical perspective (“**shortening**”), or to cancel the course (“**withdrawal**”). We will notify you via email of any shortening or cancellation pursuant to the first sentence (we reserve the right to use other means of notification and communication). In the event of cancellation, the refund will be issued via the payment method you used for payment.

## 10. Prerequisites for participation

- (1) Course participants must be literate.
- (2) Course participants must be at least 16 years old.

## 11. Visas

Participants who need a visa should register at least 2 months before the course begins.

## 12. No recordings

Please note that our services always consist of (virtual) in-person classes, and we therefore do not provide recordings of the sessions.

## 13. Course materials

Course materials (e.g., textbooks) are not included in the course price and must be purchased separately.

## 14. Fieldtrips and sightseeing tours

The costs for fieldtrips and sightseeing tours are not included in the course price. Any related expenses must be paid on-site at our customer service office.

## 15. Holidays

There are no classes at DeutschAkademie on national holidays. Course sessions that would otherwise have taken place on these days will not be refunded nor made up at a later date.

## 16. telc exams

(1) DeutschAkademie is the administering examination center. However, the exam itself is provided by telc gGmbH and is subject to telc's Terms and Conditions and exam regulations. ([Terms and Conditions and Exam regulations – telc](#))

(2) By registering for the exam, you also agree to our exam guidelines: [FAQ about the telc exam at the DeutschAkademie](#). Please pay particular attention to the separate cancellation policy for exams:

(3) You may cancel or reschedule your exam free of charge up to 4 weeks before the exam date. After this deadline, this is no longer possible. If you register within the last 30 days before the exam, free cancellation is not possible. After that, the full exam fee will be charged.

(4) You cannot take the exam without a valid official photo ID.

## **17. ÖSD exams**

(1) DeutschAkademie is the administering examination center. However, the exam itself is provided by Verein Österreichisches Sprachdiplom Deutsch (ÖSD) and is subject to ÖSD's [Terms and Conditions](#) and [exam regulations](#).

(2) By registering for the exam, you also agree to our exam guidelines: [ÖSD Vienna](#). Please pay particular attention to the separate cancellation policy for exams:

(3) You may cancel or reschedule your exam free of charge up to 4 weeks before the exam date. After this deadline, this is no longer possible. If you register within the last 30 days before the exam, free cancellation is not possible. After that, the full exam fee will be charged.

(4) You cannot take the exam without a valid official photo ID.

## **18. Irregular attendance**

In the event of irregular attendance in the German course, there will be no refund of course fees and no extension of the course.

## **19. Liability and warranty**

(1) The provider is liable in cases of willful misconduct and gross negligence. In cases of slight negligence, the provider is liable only for breaches of material contractual obligations and only to the extent of foreseeable damages. Liability for damages resulting from injury to life, body or health remains unaffected.

(2) In all other respects, the law governing service contracts applies, which means that there is no warranty for defects.

## **20. Payment**

You may pay exclusively using the payment methods specified on the website.

## **21. Applicable law, contract language**

(1) The law of the Federal Republic of Germany applies to all legal relationships between the parties, but only to the extent that this does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has his or her habitual residence.

(2) German is available as the contract language.

## **22. Consumer arbitration board**

We are neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.