

## General Terms and Conditions

The presemester German language courses “Vorkurs Deutsch” (to which a tuition fee applies) are offered by Freie Universität Berlin. These terms and conditions apply exclusively to all services and offerings associated with “Vorkurs Deutsch”. The terms and conditions of any and all of our customers and suppliers are hereby voided and have no validity. Any changes or additions to these terms and conditions made before or at the time an agreement was reached must be confirmed in writing before becoming effective. Freie Universität Berlin has entrusted **ERG Universitätsservice GmbH** with the task of carrying out the organization and management of “Vorkurs Deutsch”.

### 1. Conclusion of Contract

Registrations for “Vorkurs Deutsch” can be made **online only, using the registration forms** on the website of the ZE Sprachenzentrum of the Freie Universität Berlin.

The Vorkurs Deutsch takes place before the respective semester and runs for six weeks. The opening of registration will be announced in due time on the website of the Sprachenzentrum. The **registration deadline** is four weeks before the start of the respective Vorkurs or **when the maximum number of participants has been reached**.

Once the registration has been received and processed, the ERG Universitätsservice GmbH office will send the student a confirmation and an invoice by e-mail. The registration becomes legally binding by our sending the confirmation and invoice. The participant thereby accepts the payment conditions outlined below. **All bills must have been paid in full no later than one week after receipt of the registration confirmation and the invoice.** Failure to do so will result in the cancellation of the registration. All fees listed apply to individual registrations.

**Enrolment for each course is limited to 16 students.** It is, therefore, essential to register as early as possible. Courses are filled on a first-come, first-served basis.

No insurance policy of any kind is included in the “Vorkurs Deutsch” fees. Each participant is required to acquire adequate insurance (at least health insurance, preferably also an accident insurance and a personal liability insurance) for the duration of “Vorkurs Deutsch”.

#### **Important Information concerning the first day of class/placement test**

Each participant commits him/herself to being present on the first day of class. Exceptions require prior consultation and will only be made in special cases and are only possible up to the third day of the first Vorkurs.

In order to be admitted to the Vorkurs Deutsch all participants are required to make an online placement test (OnDaF) on the first day of the course.

**Participation in the online placement test on the first day of class is mandatory.**

Therefore, the individual arrival in Berlin must be scheduled before the first day of class.

In general, an alternative placement test appointment is not possible. Only in the following cases, an exception to the rule can be made:

- Serious illness of participant (proof necessary, i.e. doctor's note)
- Unforeseen mandatory tests relevant for the participant's course of study at home university (proof necessary, i.e. official note from participants' home university)
- Delay regarding participant's visa issues

Please note that in the cases mentioned above, participants have to inform the Vorkurs-Team at [vorkurs@fu-berlin.de](mailto:vorkurs@fu-berlin.de) as early as possible. In any case, late arrivals have to pay an additional fee amounting to 50 € before they can take the online placement test.

Should a participant arrive late (i.e. after the official first day of class) and not fulfill the criteria mentioned above

- a) the spot in the Vorkurs cannot be guaranteed
- b) the Vorkurs reserves the right to exclude the participant from the program.

In this case participants are not entitled for a refund of the Vorkurs Deutsch tuition.

## **2. Methods and conditions of payment**

All payments must be made in Euros (€).

### **Payment via bank transfer:**

All payments must be made to the **following account** of Freie Universität Berlin:

Account holder: Hauptkasse der Freien Universität Berlin

Name & Address of Bank: Berliner Bank, Hardenbergstr. 32, 10623 Berlin, Germany

BIC/Swift-Code (international bank code): DEUTDEDB110 (German bank code / BLZ: 100 708 48)

IBAN (international account number): DE 97 100708480512160300 (German account number: 512 160 300)

Reason for transfer: first Name + last Name / Vorkurs Deutsch

Please note that you are required to cover all transaction fees associated with such a transfer of funds.

### **Payment by credit card:**

We accept **VISA and Mastercard**.

For payment by credit card you must provide ERG Universitätsservice GmbH with the type of card, your 16-digit credit card number, the name of the credit card holder, the expiration date of the card and the 3-digit card verification number, which you can find printed on the back of the card. If the credit card holder and the participant are different persons, we shall also need the full address of the credit card holder as well as his or her authorization to charge the card with the amount in question.

### 3. Contents and objectives of “Vorkurs Deutsch”

The “Vorkurs Deutsch” course listings, contents, and objectives are published on the website [http://www.sprachenzentrum.fu-berlin.de/sprachangebot/deutsch/vorkurs\\_deutsch\\_en/pre-semester\\_german\\_course/index.html](http://www.sprachenzentrum.fu-berlin.de/sprachangebot/deutsch/vorkurs_deutsch_en/pre-semester_german_course/index.html). The selection of a course is the responsibility of each participant. We therefore advise the participant to consider if the course contents and objectives of a given course correspond with his/her needs and expectations and also whether he/she possesses the necessary language qualification for a course.

#### Quality

Teaching personnel for “Vorkurs Deutsch” is carefully selected in a rigorous screening and application process. “Vorkurs Deutsch” guarantees that all courses, corresponding to their content, will be carried out in a professional manner and are in fulfilment of the stated objectives.

#### Location

All “Vorkurs Deutsch” courses are held in one of the campus facilities of Freie Universität Berlin. A transfer to a non-university site due to unexpected unavailability of space may occur under certain circumstances.

#### Number of participants per course

The maximum enrolment is 16 students per course.

#### Additional program offerings

Additional program offerings booked by participants are not subject to “Vorkurs Deutsch” liability and can only be offered according to availability.

### 4. Cancellation/Refunds/Changes

Cancellation of participation in “Vorkurs Deutsch” is possible in principle, subject to the following conditions:

Participants have to inform “Vorkurs Deutsch” **in writing** about cancellation (an e-mail suffices). In case of **cancellation up to six weeks prior** to the start of a given program, the participant receives a **refund of the full course tuition fee**; in case of **cancellation up to four weeks prior** to program start, he or she receives a **refund of 50% of the course tuition fee**, minus possibly applied bank fees. **No fees of any kind** are refunded in case of **cancellation less than four weeks prior to the start of a given program**.

## **5. Copyright**

The **ZE Sprachenzentrum** retains full copyright regarding all materials distributed among participants. All materials or contents thereof may not be copied, sold or used for third parties without explicit prior approval by ZE Sprachenzentrum. Each participant receives all documentation and materials only for personal use.

## **6. Force majeure and acts of God**

Cancellation of a course or other aspects of “Vorkurs Deutsch” as a result of illness, acts of God or otherwise unforeseeable events or developments may occur. In such a case, participants are not entitled to having such courses or other aspects take place.

## **7. Severability clause**

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

## **8. Privacy policy**

Each participant agrees to the storage and use of personal data for the fulfilment of the agreement. Personal data storage protection is governed by the Federal German Data Protection Act. Participants' personal data will not be made available to third parties.

## **9. Place of jurisdiction**

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.