

GENERAL TERMS AND CONDITIONS OF ENROLMENT

- A. SIGNUM Sprachenschule is a language school situated in Northern Germany with its address at Westfleth 15, 21614 Buxtehude (hereinafter referred to as "**SIGNUM**"). *SIGNUM* offers language courses and specialised language trainings for students from all over the world, in particular from China, who wish to learn the German language and get to know the culture on the spot, i.e. directly in Germany (hereinafter referred to as "**Course Participants**").
- B. These General Terms and Conditions of Enrolment form – together with the provisions of the application form, the price list, the description of the chosen language course and/or language training ("**Course Program**") and the separate Agreement on Dispute Resolution – an integral part of the contractual relationship between *SIGNUM* and the *Course Participant* ("**Contract**") enrolling for a language course and/or training.

§ 1

Scope of Service

- 1.1 **Language Course Program:** *SIGNUM* shall provide and conduct the language course and/or language trainings as selected by the *Course Participant* and confirmed by *SIGNUM*. The chosen language course and/or language training shall be structured as outlined in the Course Program and shall take place at the place and date as set forth in the Course Program.
- 1.2 **Certificate:** At the end of the course the *Course Participant* receives a certificate which states his/her participation and indicates his/her personal success. *SIGNUM* cannot guarantee that individually expected results will be achieved. The success of the course also depends on individual skills and efforts.
- 1.3 **Accommodation:** *SIGNUM* provides the *Course Participant* with a suitable accommodation for his stay in Germany. If the *Course Participant* should find the accommodation chosen by *SIGNUM* to be unsuitable *SIGNUM* will try to find an alternative accommodation in consultation with the *Course Participant*.
- 1.4 **Maximum Number of Students:** All courses shall be limited to the number of *Course Participants* stated in the course program.
- 1.5 **Minimum Number of Students:** In case a language course and/or language training requires a minimum number of students, it is understood and agreed between the Parties that *SIGNUM* shall only be required to provide and conduct the selected language course and/or language training, if the minimum number of students is met.

- 1.6 Language Skills:** In case a language course and/or language training requires particular knowledge and language skills of the *Course Participant*, *SIGNUM* is free to test the language skills of the *Course Participant* before the start of the language course and/or language training. The language skills of the *Course Participant* can be confirmed by respective language certificates or by a telephone interview with the *Course Participant*. In case the *Course Participant* does not meet the required language skills, *SIGNUM* is free to exclude the *Course Participant* from the language course and/or language training and to offer to the *Course Participant* an alternative language course and/or language training, if possible.

§ 2

Course and Accommodation Fees

- 2.1 Course fees:** The *Course Participant* shall pay the course fees for the selected language course and/or language training as set forth in the price list of the Course Program in effect at the time of application. Upon application, the *Course Participant* will receive a confirmation from *SIGNUM* – if the application can be accepted by *SIGNUM* – which determines the respective course fees to be paid by the *Course Participant*.
- 2.2 Accommodation fees:** The accommodation fee is included in the course fee unless otherwise stated in the course program.
- 2.3 Course changes:** Should the *Course Participant* wish to change his booking, i.e. to change the course, the first such change is free of charge. A fee in an amount of EUR 160.- shall be paid by the *Course Participant* for each additional change.
- 2.5 Insurance:** *SIGNUM* recommends that the *Course Participant* concludes an agreement with an insurance for the reimbursement of payable course fees under this Contract, travelling expenses and/or other costs which become payable in case *Course Participant* cannot attend the selected course for whatsoever reason.

§ 3

Terms of Payment

The *Course Participant* shall effect payment to *SIGNUMS*'s bank account by the due date as stated in the confirmation mentioned above under 2.1. Any and all bank fees or other charges due in conjunction with such payment are to be paid by *Course Participant*.

§ 4

Cancellation and Refund

- 4.1 Cancellation Fees:** The *Course Participant* is free to cancel the language course and/or language training confirmed by *SIGNUM*. Such cancellation shall be effected by the *Course Participant* in writing. In case of cancellation *Course Participant* is exempted from the course fees and obliged to pay the following cancellation fees:

- an administration fee in an amount of 100. - EUR for each cancelled language course in case of a cancellation of at least four weeks prior to the commencement of the respective course; after that
- 30% of the course fee in case of a cancellation of at least one week prior to commencement of the course; after that
- 50% of the course fee in case of a cancellation until the commencement of the course; after that
- 100% of the course fee.

4.2 Date of Cancellation: The effective date of cancellation shall be the date on which *SIGNUM* receives the cancellation in its office at Westfleth 15, 21614 Buxtehude, Germany.

§ 5

Responsibilities of the Course Participant

5.1 Minimum Age: *Course Participant* shall be at least 18 years of age.

5.2 Visa and entry: The *Course Participant* shall ensure that his stay in Germany meets all legal requirements and holds in particular the necessary entry permissions, visa and residence permits. *SIGNUM* assumes that the *Course Participant* has obtained all the necessary legal papers to enter Germany and to reside there for the duration of their studies.

5.3 Arrival: *Course participants* unable to arrive at the course location by the scheduled arrival date are required to notify *SIGNUM* as soon as possible before the commencement of the course. If such notification is not received, the *SIGNUM* may make other arrangements for the *Course Participant's* place on the course.

5.4 Insurance: The *Course Participant* is solely responsible to conclude necessary insurances, such as health, accident, liability and personal property insurance.

5.5 Rules of course and accommodation: The *Course Participant* shall respect all course rules and all accommodation house rules for the duration of his stay arranged by *SIGNUM*.

§ 6

Liability of SIGNUM

6.1 Limitation of Liability: *SIGNUM* shall only be liable in case of intent or gross negligence. Any liability for culpable damage to life, body or health shall not be limited. The limitation of *SIGNUMS'* liability also applies to the personal liability of *SIGNUM's* employees.

6.2 Breach of fundamental contract obligations: However, the limitation of liability according to § 7.1 shall not apply in case a fundamental contract obligation – such as the obligation to operate the selected language courses as described in the Course Program – is breached. To the extent the breach of a fundamental contract obligation is caused by slight negligence the liability for damages by SIGNUM shall be limited to the typical predictable amount of damage.

§ 7 Force Majeure

Neither party shall be liable for damages in any case of delay or default under this agreement if such delay or default is caused by conditions beyond its control including but not limited to acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. However government restrictions (including e.g. the denial or cancellation of visa approval or entry prohibition) or travelling restrictions shall not be understood as a case of Force Majeure.

§ 8 Teaching Material

8.1 Teaching material: The right of ownership with respect to all teaching materials developed by *SIGNUM* and all tests that are administered by it will remain with *SIGNUM*.

8.2 Deposit for book lending: In the case that *SIGNUM* lends books and other materials to the *Course Participant*, he may be asked to pay a deposit of at maximum 100% of the value of the item rented/borrowed. *SIGNUM* will provide the *Course Participant* with a receipt as evidence of payment of the deposit and upon returning the item will provide the *Course Participant* with the deposit initially placed and a receipt to this effect.

§ 9 Personal Information

The *Course Participant* allows *SIGNUM* to enter the personal information as stated in the application form into its electronic data banks and to use them for the fulfilment of the Contract. In addition *SIGNUM* is allowed to send *Course Participant* further information in future.

§ 10 Governing Law

This contract shall be governed by the laws of the Federal Republic of Germany.

§ 11
Miscellaneous

- 11.1 Written Form:** The Contract and the related terms or documents as well as any changes or modifications between the Parties shall be entered in writing and shall become legally valid only upon signing. The same shall apply for abrogation of this requirement.
- 11.2 Severability clause:** Should any provision of the Contract be held to be wholly or partly invalid or unenforceable, the validity or enforceability of its other parts shall not be thereby affected. The invalid or unenforceable provision shall be substituted by a provision which serves best the economic interest of the contracting Parties as expressed in this agreement. The same applies if it turns out that the Contract contains a loophole.