

## General Terms and Conditions

### **1. Performance**

The Interkultureller Sprachendienst Medizin, led by Mrs. Odile Ullner (hereafter: we or provider) conducts language courses (courses). These courses target graduates of medical schools, with German language skills either at the level of B2 (main course) or at least at the level A2 (basic course) and ideally with two years of professional experience. The aim of the courses is to improve the general and job-related German language skills of participants to the level of B2 and to prepare them for the “Telc B2 Zugang Medizin”-exam or for the Specialist Language Examination at the Medical Association. All courses shall be held in Göttingen, Germany. The number of participants is limited to a maximum of 16 (sixteen) persons. Courses shall be conducted by instructors deployed by us. A precise description and list of courses shall be offered on the provider's website.

We operate the website [www.deutsch-for-docs.de](http://www.deutsch-for-docs.de) (website) and describe our courses there. The presentation of these courses does not constitute a binding offer.

All services of the provider shall be subject to these terms and conditions, as far as they are not amended between provider and participant by written agreement. If these general terms and conditions should be amended at a later time, the provider shall notify the participant of the amendments in writing, by fax or by e-mail. Unless the participant objects to the amendment within four weeks of receiving this notice, the amendment shall be deemed as accepted. In case of an amendment of the terms and conditions, the participant shall be separately advised of his right to object and the legal consequences of remaining silent.

### **2. Conclusion of contract**

A participant can make a binding offer as defined by Section 145 BGB (Civil Law Code) by sending the us the filled-in registration form by mail or e-mail. The participant will then receive a booking confirmation with a pre-payment invoice. Payment must be credited to the provider's account within 30 (thirty) days after sending the booking confirmation, but no later than 5 (five) weeks before commencement of the course.

The booking confirmation does not constitute acceptance by the provider. Only after payment of the invoice amount, the provider will send a registration confirmation by email. The contract shall be concluded upon receipt of this registration confirmation.

If payment of the full invoice amount does not reach the provider's account in time, the participant shall lose his entitlement to participation in the booked course.

The closing date for all applications shall be 6 (six) weeks before commencement of the course.

### **3. Conditions of payment**

The course-fee shall be due upon receipt of the pre-payment invoice. Courses are only offered against advance payment. Any fees incurred in transferring the course-fee shall be paid by the participant.

### **4. Failure to reach minimum number of participants**

Our courses take place if at least 8 (eight) participants have signed up within 4 (four) weeks of commencement of the course. If this number has not been reached within 6 (six) weeks of

commencement, the provider will inform the participants about the insecurity of realization of the course. In case less than 8 (eight) participants have signed up within 4 (four) weeks of commencement of a course, the provider reserves the right to cancel the course and rescind the contract. In this case, payments toward the course fee shall be refunded to the participant immediately.

## **5. Revocation instruction:**

### **Right of Revocation**

You may revoke your contractual agreement without providing a reason for doing so within fourteen days from the day the contract is concluded. In order to exercise your right of revocation, you have to inform us

Interkultureller Sprachendienst Medizin

Odile Ullner

Zur Scharfmühle 4

37083 Göttingen

Phone: +49-(0)551-794342

E-mail: [info@deutsch-for-docs.de](mailto:info@deutsch-for-docs.de)

about your decision to revoke this contract by an unambiguous declaration (e.g. by postal letter, fax, or e-mail). You may, but don't have to use the attached specimen revocation form.

The revocation period is met if you exercise your right of revocation before the revocation period expires.

### **Consequences of Revocation**

If you revoke this contract, we will have to pay back any payments we have received from you, including costs of delivery (excluding additional cost caused by your choice of a different delivery mode than the cheapest one offered by us) immediately and no later than within fourteen days from the day we receive the notice of your revocation of this contract. For this back payment, we will use the same means of payment you have used in the original transaction, unless there is an explicitly different agreement with you; in this case, fees will be charged for this back payment.

[End of Revocation Instruction]

### **Special notes**

Your right of revocation shall expire prematurely if the contract, at your express request, has been executed in full by both parties prior to your exercising your right of revocation.

### **Specimen Revocation Form**

If you want to revoke the contract, please fill in this form and send it back.)

To:

Interkultureller Sprachendienst Medizin / Deutsch for Docs

Odile Ullner

Zur Scharfmühle 4

37083 Göttingen

Deutschland

E-mail: [info@deutsch-for-docs.de](mailto:info@deutsch-for-docs.de)

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

---

Date ordered (\*) received (\*)

---

Name of the consumer(s)

---

Address of the consumer(s)

---

---

---

---

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

---

Date

---

(\*) Please cross out inapplicable options

## 6. Cancellation by the participant

If the participant should cancel his participation after expiry of the time limit for revocation and within eight weeks before commencement of the course, the provider shall charge a service fee of 150.00 € for his time and effort. Thereafter, the service fee shall increase in accordance with the time of receipt of the participant's cancellation statement

- up to the end of the 7th week prior to commencement to 30% of the course fee and
- up to 29 days before commencement to 50 % of the course fee.

In case of a later cancellation, the provider shall retain 100 % of the course fee paid.

Information on the closing dates for applications can be found on the website.

## **7. Conditions during delivery of the courses**

The participant shall be in violation of the contract if despite a call to order he seriously disrupts the class or acts to a significant degree against good morals, so that unobstructed process of the course cannot be ensured. The provider reserves the right to exclude such a participant from the course and retain the course fee.

The instructor is authorized to issue instructions to the participants for the duration of and within the context of the course.

The participant is obliged not to attend courses under the influence of alcohol or other narcotics that may impede the ability to respond or the suitability for participation in the course.

Participants must inform the instructor of health problems and possible illnesses, so that all participants may be shielded from harm as best as possible. In case of violation, the provider is authorized to exclude the participant from the course. The provider reserves the right to retain the course fee.

In case of health problems relevant to the safety of the participants or instructor, the instructor is authorized to exclude the respective participant from the course for the duration of the health problem. The provider reserves the right to retain the course fee.

There shall be no right to refund of the course fee in cases of non-attendance or late arrival to, premature departure from, or abortion of a course, nor for other times of absence (e.g. illness).

The participant shall be obligated, for the duration of the course and after its completion, to keep strictly confidential any company and operational secrets he may learn during the course.

The provider shall only be liable for injuries of participants in life, body or health based on his own or his auxiliary persons' willful intent or gross negligence. For other damages, the provider shall only be liable in case of willful intent or gross negligence, unless there be a violation of essential contractual obligations. If a participant should cause damage of any kind, he shall be liable to the aggrieved party. In case the provider should be held liable for such damages, he may take recourse to the injuring party. Participants shall arrange at their cost for their own compulsory liability, accident and health insurances.

The provider shall not be liable for performance failures caused by force majeure (fire, storm, loss of electricity, etc.).

Data communication via the internet, considering the current state of technology, cannot be guaranteed to be flawless and/or available at all times. Therefore, the provider shall not be liable for the continuous, nor for the uninterrupted availability of his website.

## **8. Miscellaneous**

The contractual language is German.

Modifications or additions to these terms and conditions require written form. The same applies for renouncement of this requirement of written form.

The law of the Federal Republic of Germany, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), is applicable. Mandatory regulations of the nation of the participant's ordinary residence shall remain unaffected.

In case the contractual parties should be unable to amicably agree on the interpretation and execution of this contract, they commit to seeking a solution of their problems in business mediation before availing themselves of courts of law. This is to avoid higher expenditures, e.g. court fees. The parties pledge to agree on a mediator within 8 days of a party's request for a mediation. If such an agreement should not be possible, the parties shall ask a respected institution (e.g. the IMB or the IHK) to recommend a business mediator. The parties shall each carry half of the mediation costs, unless they should agree to a different arrangement during the mediation. Only after the mediation has, for whatever reasons, failed, shall recourse to the courts be possible.

In case the participant should have no place of general jurisdiction, or transfer his residence abroad, or his residence at the time of filing an action be unknown, the place of jurisdiction for all disputes shall be the seat of the provider's enterprise in Göttingen, provided the participant is a merchant or a legal entity under public law.

Should individual provisions of this contract be invalid or contrary to legal regulations, the remaining contract shall not be affected by this. The contractual parties shall conjointly replace the invalid provision by a legally valid provision which will most closely achieve the economic intent and purpose of the invalid provision. This provision applies accordingly to contractual gaps.