



**A contract is concluded on the basis of the general terms and conditions between course participant (hereinafter referred to as: course participant) and Verbum Novum GmbH (hereinafter referred to as Verbum Novum)**

## **§ 1. General**

### **Scope of the terms and conditions**

The present general terms and conditions always apply exclusively. Opposing or deviating conditions are not recognized unless Verbum Novum would expressly agree to such provisions in individual cases. The unconditional execution of contracts, even with knowledge of conflicting or deviating conditions, does not constitute consent to these. In this case, too, only the present general terms and conditions apply. The respective descriptions in the corresponding price list are binding for the prices and scope of all services. Verbum Novum reserves the right to correct calculation, printing or translation errors. German law applies exclusively to all legal relationships and to these general terms and conditions.

## **§ 2 Registration / booking**

The booking / registration for the language course takes place as follows:  
- by submitting a fully completed and signed booking form on site, by post or online - by filling out and sending the booking form via our website.  
Bookings for minor course participants can only be made by a legal representative. By registering, the course participant accepts all terms and conditions.

## **§ 3 Confirmation of registration / booking confirmation**

The registration / booking is only made when the signed booking form is accepted or sent. The booking becomes binding with a written confirmation / invoice. Verbum Novum will provide a booking confirmation / invoice immediately, no later than 3 days after the conclusion of the contract, containing all the services booked. The prices of the respective calendar year apply. The course fees include: placement test, language lessons as booked, certificate of attendance and advice service.

## **§ 4 Payment, terms of payment and obligation to pay**

By signing the registration or by clicking "Register" on our website, the registered person is required to pay. In principle, the invoice amount includes all services that are specified in the booking confirmation or invoice. The invoice must be paid within 10 days. For travelers from countries that require a visa, Verbum Novum requires payment of the total amount for the issuing of the invitation and other documents for the visa apply at the local embassy/consulate. For course participants from EU countries or countries that do not require a visa, a deposit of at least 50% of the total price is required. The remaining payment must be paid no later than 2 weeks before the start of the course. The course participant can transfer the entire course fee immediately or pay in cash. The invoice for telc exams must be paid within 3 days.

Verbum Novum accepts cash payments and bank transfers. The course participant or the payer has to pay for bank fees, which are often charged by credit institutions for transfers from abroad. Transfers must therefore be made including any bank charges that may be incurred. Verbum Novum's bank details are indicated on the invoice issued.

## **§ 5 Booking changes**

With the registration, the contract is binding for both parties. Changes to bookings or contracts are only possible under the following conditions:

free of charge - change of the booking, which leads to a higher course price **and** takes place up to 28 days before the course or the start of the program.

50 EUR - change (e.g. the course period, the course start) - 28 days before the last booked course start. The same applies if the visa is delayed.



## **§ 6 Withdrawal / termination of the contract**

Cancellation by the course participant before the booked services must always be in writing. The costs are as follows:

- up to 28 days before the start of the course: 20% of the course fee,
- - up to 21 days before the start of the course: 30% of the course fee,
- up to 14 days before the start of the course: 40% of the course fee,
- up to 7 days before the start of the course: 70% of the course fee,
- on the day the course starts: 100% of the course fee.

Regardless of the time of withdrawal, Verbum Novum reserves the right to invoice the costs for accommodation and / or meals in full or in part in addition to the cancellation fees. It is possible to transfer the registration to another person for the same course and course period.

Withdrawal after the start of the course

Cancellation or partial cancellations of booked services are not possible after the course has started. If a course participant interrupts the booked course or the booked program through no verifiable fault on the part of Verbum Novum, a refund is excluded.

Cancellation by Verbum Novum must always be in writing.

Withdrawal / change by Verbum Novum is possible in the following cases:

Verbum Novum reserves the right to cancel courses due to insufficient number of participants and / or to offer an alternative course or program. If a participant does not appear for the language course despite having already booked a course, or if he interrupts it, he remains obliged to pay the agreed invoice.

- in the event of force majeure.

Such is the case if, under the federal or state-wide regulation, the course may not be continued in face-to-face form and must be offered as distance learning. In this case, the course participant is obliged to attend the booked course. The fee cannot be reimbursed.

- for an important reason.

Such is the case if, taking into account all the circumstances of the individual case and weighing the mutual interests the continuation of the contractual relationship until the agreed termination cannot be expected.

- in the event of misconduct

Verbum Novum expects the course participant to respect morals, customs and laws. Impeccable behavior towards classmates, all Verbum Novum employees, host parents and roommates is required. If the course participant violates this, Verbum Novum will first issue a warning. The same applies if the course participant unreasonably interferes with cooperation in the group. In the case of gross violations (e.g. criminal offenses such as willful bodily harm, theft, drug consumption, willful damage to property, etc.), a warning is not required. If the course participant disturbs the implementation of the course regardless of the warning or if the warning is dispensable, Verbum Novum has the right to terminate without notice. In this case, the course and / or program fees will be retained. The course participant or their legal guardian bears the costs for early departure. Verbum Novum will not give a refund.

## **§ 7 Visa and Visa Matters**

To enter Germany, course participants from countries that require a visa need an invitation from Verbum Novum. This will be made available to the course participants after the complete payment. After receiving the invitation, the course participant is obliged to make an appointment at the responsible consulate or embassy within 28 days and to send an appointment confirmation to Verbum Novum by e-mail. The course participant must prepare all other documents required for the visa application in good time. Visa processing usually takes at least 8 weeks, in rare cases up to 6 months or longer. The participant must take this into account at the planned start of the course in order to avoid the fees for the booking change (see § 5 booking change).



### Visa approval

After the visa has been approved or the visa has been issued, the course participant is obliged to send a copy of the visa to Verbum Novum by e-mail and to travel to the next possible course, no later than 6 weeks after receiving the visa for the course / level booked.

### Visa refusal:

In the event that the visa has been refused by the embassy, Verbum Novum requires the embassy / consulate to submit the official rejection notice no later than 2 weeks from the start of the course. In this case, Verbum Novum will reimburse the amount paid except for the processing fee of 150 EUR. Verbum Novum does not cover the bank charges incurred through the transfer. If the rejection notice is submitted later, normal cancellation fees apply.

Verbum Novum recommends taking out travel cancellation insurance.

## **§ 8 Health and Medical Health Insurance**

Verbum Novum only accepts healthy course participants in all programs who are not subject to any dietary regulations or medical treatment. The course participants are obliged to report any contagious diseases immediately if they occur. Every course participant must be able to present health, liability and accident insurance valid for Germany at the beginning of the course. Verbum Novum offers such an insurance. This can be booked on request or through our website.

## **§ 9 Duty of supervision and due diligence**

With the registration of underage course participants, a parental declaration signed by the legal guardian is required. Verbum Novum as well as employees, host families, supervisors and other vicarious agents do not assume comprehensive supervision and due diligence for full and minor course participants. Verbum Novum also does not assume any supervision or duty of care for minor course participants in summer and winter camps with accommodation in a residence or host family. Verbum Novum's duty is limited to the immediate notification of the legal representatives.

## **§ 10 Liability**

Verbum Novum is only liable for injuries to life, body or health of the course participants if this is the result of Verbum Novum's fault. Verbum Novum assumes no liability for the loss of personal belongings.

## **§ 11 Security deposit**

In the event of damage, the course participants bear all costs for the replacement of the objects damaged

by them negligently or willfully. Course participants with accommodation in apartments, host families, residences must pay a security deposit of 50 EUR, which is only retained in the event of damage. If the damage exceeds the deposit amount, additional costs will be charged. If there is no damage, the deposit will be refunded on the day of departure.

## **§ 12 Data Protection**

The course participant agrees that Verbum Novum electronically records and processes their personal data for the proper implementation of the registration, billing and performance verification processes, solely for the purpose of fulfilling the concluded contract. The course participant consents to Verbum Novum to use or have used photo, video and / or sound recordings in the course of the course or program for advertising purposes or the like. If this is not desired, we ask these course participants to stay away from recordings of any kind. This also applies to minor course participants.

## **Classes**

General German lessons usually take place in the mornings. However, if the school is busy, lessons can also take place in the afternoons. The exam preparation courses usually take place in the afternoons. The one-to-one tuition takes place depending on the availability of the teacher and the course participant. One lesson is 45 minutes.



### **§ 13 Course / Intensity of the Course**

One lesson is 45 minutes. The intensive course comprises 20 lessons of 45 minutes per week.

The duration of each level is fixed and must be adhered to.

The minimum number of participants per course is also specified. Verbum Novum offers the language course for different levels of ability. Classification in the appropriate level for group lessons can only be meaningful on-site on the first day of the class. It cannot therefore be completely ruled out that the placement test, in rare exceptional cases, does not lead to an insufficient number of participants in a level for group lessons (at least 4 course participants) on the first day of school. In this case, Verbum Novum can conduct the course as (semi-) individual tuition or mini-group course in a reduced number of hours, but at least 60% of the duration of a booked group course. The same applies to the exam preparation courses.

### **§ 14 Absence / absence from classes**

The teaching days that are canceled on public holidays (nationwide or state-wide) will not be made up for. The course days that the course participant misses, whether for a reason for which they are not responsible (e.g. illness, travel), cannot be made up (with the exception of individual lessons); the course fee is still to be paid in full.

Failure to attend classes, regardless of the reasons listed here, has no effect on the payment obligation.

The one-to-one tuition must be canceled or postponed at least 24 hours before the lesson. Otherwise the lesson is considered to have taken place and cannot be rescheduled.

### **§ 15 School holidays**

The year-round schools are closed for two weeks in summer and two weeks in winter. The holidays are published on the website. There are no group lessons during these periods. Individual lessons are possible on request. Advice and registrations are still possible online and / or by email.

## **telc exams**

### **§ 16 Exam registration / payment / absence from the exam**

Verbum Novum is an official telc examination center and telc C1 Hochschule competence center. Registration for the exam must be made no later than 30 days before the exam date. After registering, the exam participant is obliged to pay within 3 days of receiving the invoice. Failure to pay the exam fee does not mean automatic deregistration and exemption from payment. The deregistration requires a written form.

Withdrawal is possible no later than 30 days before the examination date. After that, the full fee will be charged.

If you fail to appear on the day of the exam without a valid reason, the fee will not be reimbursed.

The valid reason is in acute cases of illness with a medical certificate and a certificate of incapacity for work from the doctor. The original should be submitted to Verbum Novum after 2 days at the latest. In such cases, the 50% exam fee will be reimbursed. The telc examination regulations are published on our website.

### **§ 17 Exclusion of Liability / Limitation of Liability**

1. Insofar as liability is excluded or limited in these General Terms and Conditions, this also applies to the personal liability of vicarious agents and representatives.

Verbum Novum is only liable for intent and gross negligence, unless damage is based on injury to life, limb or health or Verbum Novum has assumed a liability obligation in the sense of a guarantee. In addition, Verbum Novum limits contractual claims for damages, which do not concern physical injuries, to three times the booking price,

- as long as damage to the course participant is not caused intentionally or through gross negligence



or

- Insofar as Verbum Novum is responsible for damage suffered by the course participant solely due to the fault of a service provider.

Verbum Novum cannot accept any liability for the loss of private items in classrooms. The course participant is responsible for the damage caused to the facility or the classrooms.

### **§ 18 Right of Withdrawal**

According to Section 312g (2) No. 9 BGB, there is no right of withdrawal for the services offered by Verbum Novum. The travel cancellation and termination rights described above apply.

### **§ 19 Place of fulfillment and place of jurisdiction**

Mainz is agreed as the place of performance and jurisdiction.

Verbum Novum GmbH

Bahnhofstrasse 13

DE-55116 Mainz

Tel: 06131/5702331

Fax: 06131/5702328

Email: [info@verbumnovum.de](mailto:info@verbumnovum.de)

WEB: [www.verbumnovum.de](http://www.verbumnovum.de)

HRB number: 43053 Mainz