



Registration form / Educational Agreement German Language Courses

Personal Information of the student	
	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs./Ms.
First Name	
Last Name	
Date of Birth	
Place of Birth	
Country of Birth	
Nationality	
Adress	
E-Mail	
Phone Number	
Current German Level	<input type="checkbox"/> No German Knowledge <input type="checkbox"/> A1 <input type="checkbox"/> A2 <input type="checkbox"/> B1 <input type="checkbox"/> B2 <input type="checkbox"/> C1

Specification on the German Language course (Group-Courses with a minimum of 4 participants)	
Please check all the levels you require.	
Desired German course <i>(not current German level)</i>	<input type="checkbox"/> A1 <input type="checkbox"/> A2 <input type="checkbox"/> B1 <input type="checkbox"/> B2 <input type="checkbox"/> C1
Starting date	Month: _____ Year: _____

Newsletter: Yes, I would be delighted to receive regular information on exclusive offers and events of Studienkolleg Düsseldorf.

With my signature, I confirm my booking and acknowledge the attached General Terms and Conditions of GRB Gemeinnütziges Rheinisches Bildungszentrum GmbH.

I also declare that I have received the cancellation policy and the cancellation form used by GRB (§13 GTC). Aware of the cancellation policy contained in the GTC, I expressly state that GRB may begin its performance before the end of the 14-day cancellation period. I am aware I understand that in case of cancellation, I will have to pay for services already rendered and that I will lose my right of withdrawal once the contract is fulfilled.

Date, Place

Signature of the student



Terms of Service of the GRB Gemeinnütziges Rheinisches Bildungszentrum GmbH

Preamble

The GRB Gemeinnütziges Rheinisches Bildungszentrum GmbH (hereinafter termed "GRB") is the operator of Studienkolleg Düsseldorf (hereinafter termed "Studienkolleg"), which offers Preparatory Courses preparing participants (hereinafter termed „course participants“) for the "Examination to Assess the Qualification of Foreign Applicants for Admission to Universities in the Federal Republic of Germany" as well as German courses intended to prepare the course participants for German language examinations according to the purposes and conditions set out below.

The following contractual terms shall apply to the education agreement between the course participant and the GRB:

§1 General Terms and Conditions

(1) The following General Terms and Conditions govern the education agreement concluded between the course participants and the GRB. The agreement shall be ruled by the version of the General Terms and Conditions in force at the time that the agreement is entered into.

(2) The GRB is entitled to alter and/or supplement these General Terms and Conditions with a reasonable notice period. The course participants shall be apprised of each change via e-mail, using the e-mail address that they provided at the time they signed the education agreement. Unless the course participants enter an objection within four weeks after the e-mail notifying them has been sent, the new General Terms and Conditions become valid. If a course participant enters an objection within the notice period, the changes do not become valid for this particular person. In this case according to §305b BGB individual contract agreements take precedence over general term and conditions.

§2 Education Agreement/Contract Conclusion

(1) The course participants register using the registration form provided. The course participants may register per post or via e-mail. The completed registration form must be mailed to the following address:

Studienkolleg Düsseldorf
Grafenberger Allee 87,
40237 Düsseldorf

or sent as a scanned PDF file via e-mail to: info@stk-duesseldorf.de.

(2) The course participant can only enroll in the courses on offer.

(3) Registration constitutes a binding offer on the part of the course participant to enter into an education agreement. The GRB is entitled to accept said offer within four business days after receiving it. Silence on the part of the GRB after having received the customer's offer never constitutes an acceptance of such offer. In case the GRB should decline the offer, the GRB is not obliged to give any reasons.

(4) Agreements are concluded by the GRB expressly accepting the offer by means of an e-mail to the e-mail address provided by the course participant at the registration. The education agreement becomes valid when a course participant signs a registration form/education agreement, either per hand or digitally. Only through the act of the GRB accepting the offer does the education agreement between the GRB and the course participant come into effect.

§3 Subject-Matter of the Agreement

(1) The subject matter of the education agreement is on the one hand, the German language course and on the other hand the preparatory course. If there is a distinction to be made, the course participants are also explicitly named hereafter as followed. Apart from this distinction the same subject matters of education agreement apply to all course participants. Course participants of the German language course have the German language course as a subject matter of contract. Course participants of the preparatory course receive the service of the preparatory course of a preparation college as the subject matter of education agreement.

1. German language courses:

The subject matter of the education agreement is, on the one hand, the teaching offer to prepare the course participants of the language course for the desired level of the Common European Framework of Reference for Languages (CEFR).

In the German language courses, the course participants are taught with the objective of preparing them for an examination of their German-language proficiency according to the Common European Frame of Reference for Languages (CEFR) at the desired proficiency level. In the DSH-course, the course participants are taught with the objective of preparing them for "Die Deutsche Sprachprüfung (DSH)", i.e. the "German Language Test for the Admission of Foreign Study Applicants" (DSH).

2. Preparatory courses:

Another subject-matter of the agreement are the preparatory courses offered at the Studienkolleg Düsseldorf to prepare the course participants for the external "Exam to Assess the Qualification of Foreign Applicants for Admission to Universities in the Federal Republic of Germany" (German transl.: "Prüfung zur Feststellung der Eignung ausländischer Studienbewerberinnen und Studienbewerber für die Aufnahme eines Studiums an Hochschulen in der Bundesrepublik Deutschland") in the German state of North Rhine-Westphalia, administered by the district government of Cologne. In the T-, W-, M-, M+T- and G-courses, the contents of four relevant examination subjects for each course are taught.

(2) The passing of the examinations does not constitute any part of services contractually owed by the GRB, nor is it guaranteed by the GRB.

(3) The course participants are not entitled to make any specific claim for the instructors, schedule, location, format of the course. The GRB is solely responsible for choosing the course contents, the time, location, and format of the courses, as

well as for the choice of course instructors. The GRB is entitled to change the stipulations unilaterally according to the article § 3 par. 1 and 2, depending on certain conditions and the market situation. In doing so, the GRB must consider the legitimate interests of the course participants and not disadvantage them.

§4 Time and Place of the Measures

(1) As a general rule, the education takes place from Mondays through Saturdays. Certain changes might occur, depending on the circumstances of the week and availability of teachers. The total number of teaching units is not to be affected by these changes. Duration, course contents, as well as the format of the course will be communicated to the course participant well in advance before course begins via e-mail.

(2) Place of fulfillment is either the premises of Studienkolleg Düsseldorf, Grafenberger Allee 87, 40237 Düsseldorf or online, unless explicitly decided otherwise. Only the GRB is entitled to determine the place of fulfillment.

The GRB is obligated to implement the following measures in a dutiful manner and is bound to ensure that

(1) the curriculum is adhered to,

(2) an adequate replacement is available in case a course instructor is unable to attend,

(3) knowledge required for attaining the goal of the measures is taught,

(4) only lecturers whose training and professional experience qualify them for the task are entrusted with implementing the measures,

(5) the required equipment and rooms for implementing the measures are provided.

The learning success of the individual course participant is neither contractually owed nor is it guaranteed.

§6 Minimum Number of Course Participants

There is a minimum number of participants in each course. If the number of participants falls below this minimum, the GRB is entitled to postpone the course to the next possible date.

1. German language courses:

Each German language course has a minimum number of four participants. The GRB is entitled to adjust the course according to the respective number of course participants and to coordinate the required teaching units while maintaining the same payment terms. The number of teaching units can vary between 48 and 80 units per month depending on the course size and level.

If the number of participants is less than four, the course will be postponed by one month or the next possible date.

2. Preparatory courses:

A minimum number of 15 participants is required for the preparatory course. If the number of participants is below this number, the GRB is entitled to postpone the course by one semester or to the next possible date at no extra cost.

§7 Course Participants' Duties

(1) Once the education agreement has been concluded, the course participants are obliged to pay their education fees in full and in a timely manner according to § 8.

(2) The course participants are obliged to apply for a visa of the proper visa category for the course attendance and to submit all the necessary documents to the relevant authority in a timely manner and in accordance with its regulations.

(3) The course participants are obliged to achieve the language level required for participation in the course according to CEFR before starting the course. GRB is not obliged to change the subject matter of education agreement if the course participant does not start the course with the required level.

1. German language course:

For the participants of the German language it is recommended to take a test of the previous level according to CEFR.

2. Preparatory courses:

The course participants of the Preparatory course are obliged to complete the B1 level before starting the preparatory course. GRB recommends completing a B1 certificate according to CEFR for a reliable level Check.

(4) The placement tests, which can take place before the start of the course to check the level, must be passed, otherwise the understanding of the subject of the education agreement is not guaranteed.

1. German language course:

If the conducted placement test does not prove the expected level, the GRB is entitled to postpone the start of the language course participant to the next most suitable date.

2. Preparatory course:

The German placement test, which is conducted before the preparatory course starts to verify the requisite B1 level according to the CEFR, must be passed, as the lessons are held entirely in German. If the German placement test conducted by the Studienkolleg does not prove the expected level, the GRB is entitled to postpone the start of the course participants preparatory course to the next semester or to the next possible date.

(5) Course participants undertake to participate regularly in classes and constantly strive to acquire the requisite knowledge and skills, fulfil the tasks assigned to them dutifully and contribute to their own individual success.

(6) Course participants undertake to participate in measures intended to assess their learning progress, whenever such measures are planned.

(7) Course participants undertake to follow the instructions given by the staff and the teaching staff.



STUDIENKOLLEG DÜSSELDORF

(8) Course participants undertake to have their school-leaving certificates examined by a qualification recognition office (i.e. "Zeugnisanerkennungsstelle"). The Studienkolleg is not to be held responsible for the refusal of the admission to the "Feststellungsprüfung" in case of insufficient qualifications or qualifications other than those mandatory for admission.

§8 Education Fees

(1) According to § 2 par. 4, once the education agreement has been concluded, a course cost estimate (Quotation) will be sent to the course participants. The amount of the education fees depends upon the GRB-Studienkolleg Düsseldorf's current price list. The prices are always to be found on the official website of the GRB-Studienkolleg Düsseldorf (<https://studienkolleg-duesseldorf.de/?lang=en>).

(2) The course fees are due as soon as the cost estimate is sent.

(3) The course fees are to be paid within 14 days after the GRB has sent the acceptance of the education agreement. The cost estimate must be fully balanced no later than the end of the 14-day period. Timely payment of the course fees is a precondition for Studienkolleg offering its services. Sustaining the operations of Studienkolleg depends upon the timely payment of the course fees.

(4) The total amount including any eventual bank charges is to be remitted in Euro (€) to the German bank account of Studienkolleg Düsseldorf:

Stadtsparkasse Düsseldorf
DE63 3005 0110 1008 6470 81
BIC: DUSSEDDXXX

(5) Should the course participant not pay within the 14-day period, the GRB is entitled to extraordinary terminate the contract agreement.

(6) In accordance with § 8 par. 3 the fee must be paid in full within the payment period. In individual cases, taking account of special circumstances, payment by installments may be offered with the consent of the GRB.

1. In case of installment payments, an administrative fee of 175 € is to be added.
2. In case of non-payment by the payment due date, a warning letter will be sent to the course participants reminding about the course education.
3. In case of non-payment by the payment due date, the GRB is entitled to extraordinary termination of the education agreement.

§9 Course Postponement

(1) If a course postponement were to be requested, it must be requested in a written form with sufficient reasons at least four weeks before the start of the course.

1. German language course:

The postponement must be requested four weeks before the German language course starts. It can only be postponed to another course on offer. Should the course participants request a postponement during the course, additional costs will be charged according to the already received service.

2. Preparatory course:

The postponement must be requested four weeks before the semester of the preparatory course starts. Should the course participants request a postponement during the course additional costs will be charged according to the monthly received service.

(2) The first postponement is free of charge. Further postponements are charged with a fee (i.e. "Umbuchungsgebühr").

1. German language course:

The second and any further postponement of a German language course will be charged with a fee of 45 € (i.e. "Umbuchungsgebühr").

2. Preparatory course:

The second and any further postponement of a preparatory course will be charged with a fee of 150 € (i.e. "Umbuchungsgebühr").

(3) If the course is postponed, the revocation period expires and a refund is no longer possible.

If a postponement is requested due to a visa refusal, § 10 par. 5 applies accordingly.

§10 Course Discontinuation/ Cancellation

(1) During the revocation period, § 13 applies. If a cancellation is declared during the revocation period, the cancellation shall be treated as a revocation, the stipulations on the consequences of a revocation according to § 13 to be applied as a result. If the course participants have requested for the service to begin within the revocation period, they will have to pay a reasonable amount which corresponds to the service used up to that point as well as the registration fee.

(2) Cancellations must be submitted in writing. Additional documents, such as a notice of rejection from the competent German embassy, may be demanded by Studienkolleg.

(3) If the cancellations submitted after the end of the revocation period but up to four weeks before the start of the course or earlier, the GRB is entitled to charge a cancellation fee. The registration fee is in no case refundable.

1. German language course:

For each level there will be a cancellation fee of 150€. If the cancellation is submitted after expiry of the revocation period and later than 4 weeks before the course starts, no refund is possible.

2. Preparatory course:

The cancellation fee of 1500€ will be charged. If the cancellation is submitted and after the revocation period and later than the 4 weeks before the semester starts, no refund is possible.

(4) The GRB reserves the right to treat course participants, even if they do not appear to classes without prior agreement or notification. A refund is not possible.

(5) If a participant is unable to attend a course because the relevant authorities reject the required student visa for study preparation or study application, it is

possible to apply for a refund. In case the official visa rejection letter from the German embassy needs to be presented. The reasons for the visa rejection must be related to the Studienkolleg Düsseldorf. This clause does not apply to visa rejections regulated in § 10 par. 6 and 7.

1. German language course:

The registration fee of 45 € for the German language course is not refundable.

Additionally, for each booked level a cancellation fee of 150 € will be charged. The course participant will be refunded the course fee except for the registration fee and the cancellation fee, on the condition that the visa rejection is submitted by no later than four weeks before the course starts.

2. Preparatory course:

The registration fee of 495 € for the preparatory course is not refundable. The course participant will be refunded the course fee, on the condition that the visa rejection described in § 10 par. 5 is submitted by no later than four weeks before the semester has started.

If the preparatory course has already started the amount will be deducted semester by semester. As long as the visa rejection letter is submitted by no later than four weeks before the 2. Semester, a 50% refund of the course fee except for the registration fee is possible.

If the visa rejection letter has been submitted during the 2. Semester, a refund is not possible.

The refund option is only limited to the case of the refused visa for the "study preparation purposes" and not extended to any other reasons for refusal than those mentioned.

(6) The course participant has to present the rejection letter within 2 weeks after receipt to the Studienkolleg Düsseldorf. Otherwise, the visa rejection letter will not be considered.

(7) In case of a visa rejection, the reason behind the rejection will be examined. If the course participant's own history or false information has led to the visa rejection, the refund is not possible. If the visa rejection letter was caused by the lack of the required documents, no refund of the course fee can be made. § 10 par. 3 shall apply.

(8) Special services requested by the course participant that go beyond the course participation are also not refundable.

(9) In case the course participants cancel their education agreement, the GRB reserves the right to notify the German embassy and the immigration office responsible for issuing the entry visa of that circumstance, as well as other relevant authorities, such as BAföG. The course participant shall give an explicit consent to this procedure.

§11 Extraordinary Termination of the Education Agreement

Both parties are entitled to an extraordinary termination of the education agreement for important reasons. An important reason is present, in particular, if

(1) there is a substantiated suspicion that the course participants have violated or are violating German law, in particular criminal law or residence regulations;

(2) there is a substantiated suspicion that the course participants are violating ethical norms in a manner that cannot be tolerated by the Studienkolleg, in particular by engaging in obscene, insulting, defamatory, ethically questionable, violence-glorifying, pornographic, harassing, racist, inflammatory, xenophobic, extremely right-wing, homophobic and/or otherwise reprehensible behavior;

(3) a deception at an examination is detected. In this case the course participants are immediately excluded from the examination. The examination performance will not be evaluated and the GRB is entitled to extraordinarily exmatriculate the course participants with immediate effect;

(4) the course participants do not comply with their obligations set in § 7;

(5) the due dates of installment payments are not adhered to despite of warning; In the above-mentioned cases no refund is possible. After the exmatriculation due to the misconducts or at the course participant's own request, the course participant cannot be re-enrolled in the current course.

§12 Data Protection

Through its data protection statement, the GRB informs course participants about the kind, scope, duration and purpose of gathering, processing, and using personal data, about their right to free-of-charge information on the personal data pertaining to themselves that the GRB stores, as well as about their right to correct, delete and block personal data pertaining to themselves that the GRB stores.

(1) Access Data

If the website is visited without any information regarding the person, the GRB only stores the access data. These comprise, for example, the date and time of access, the referrer, the web browser used and the name of the service provider. No person-related analysis of the data takes place. The GRB solely analyses the data for statistical purposes.

(2) Person-related Data

Person-related data comprise all information by which a person may be identified directly or indirectly, e. g., name, address, e-mail-address, date of birth, profession or bank account. The GRB only gathers person-related data of the course participants and the interested parties if it was voluntarily shared whilst enrolling or registering a customer account. The GRB only uses person-related data for the duration of the implementation of the agreement. Once the agreement has been completely fulfilled and implemented, the GRB blocks the data and deletes them once the statutory data retention periods have expired. Other conditions solely apply if it has been expressly agreed to any further use of the data.

(3) Cookies

The website of the Studienkolleg Düsseldorf uses cookies. These make it easier to access to the site when returning to the site and assist the Studienkolleg Düsseldorf in optimizing the offering. Cookies are small text files that are stored on the hard



STUDIENKOLLEG DÜSSELDORF

drive and can only be accessed again by the server once a data connection to the server is established. The GRB uses both session cookies and persistent cookies. So-called session cookies are cookies that are deleted from the hard drive after each browser session. Persistent cookies remain on the hard drive, so that the computer can be recognized when the same computer visits the website the next time. The browser may be set to accept cookies automatically, to notify each time about the setting of cookies, or to deny the use of cookies every time without asking.

(4) The Right to Information

Every course participant as well as interested party has a right to receive free-of-charge information on any his/her own personal data stored by the Studienkolleg Düsseldorf. Moreover, everybody may demand correction, blocking or deletion of the data.

(5) Passing on of Data for Delivery and Payment

For delivering goods and other items, the GRB passes on such personal data with expressed permission from the course participants or interested party as are required for that purpose to the subcontractor selected by the GRB. For payment processing, the payment data will be transferred to the financial institution that the GRB works with.

(6) Contact Person on Data Protection Matters:

Should there be any questions regarding the gathering, processing or use of the person-related data, or any desire information on, correction, blocking or deletion of data, or a wish to retract the permission, please contact: info@stk-duesseldorf.de.

§13 Revocation Instructions

(1) Right of Revocation

Course participants have the right to revoke this agreement within fourteen days after the conclusion without giving reasons.

The allocated revocation period is fourteen days, effective the day after the course participant or an assigned third party signed the contract. In order to exercise the right to revocation, course participants need to inform the GRB via a postal letter addressed to Studienkolleg Düsseldorf, Grafenberger Allee 87, 40237 Düsseldorf, or via E-Mail to the following address info@stk-duesseldorf.de, of the decision to revoke this agreement.

The timely dispatch of the revocation before the expiry of the revocation period shall be deemed sufficient for compliance with the revocation time limit.

(2) Consequences of Revocation

If the course participants revoke this agreement during the revocation period, the GRB is obliged to refund without delay for all payments received from the course participant, at the latest within a period of fourteen days after the received notice of the revocation of this agreement. Under no circumstances will any fees be

charged due to this refund. In case the course participants requested that the services rendered should commence during the revocation period was still running, course participants are obliged to pay a reasonable amount corresponding to the proportion of the services already rendered before apprising the GRB of the decision to exercise the revocation right relative to the complete total of the services as stipulated in the agreement.

(3) Revocation form template

If course participants want to revoke the contract, they have the possibility to fill in the following form. This same form or the course participant's own form must be returned by mail or e-mail to the address provided.

§14 Dispute Settlement / Consumer Arbitration Board

To: Studienkolleg Düsseldorf,
Address: Grafenberger Allee 87, 40237 Düsseldorf
E-Mail: info@stk-duesseldorf.de

I hereby revoke the contract concluded by me for the provision of the following service _____ (course) beginning on _____ (course start).

Name of the course participant:

Course participant's address:

Course participant's signature:

Date:

(1) The EU Commission provides an online dispute resolution platform, which may be reached via the following link: <http://ec.europa.eu/consumers/odr/>

(2) We are neither obliged nor prepared to participate in a dispute resolution procedure before a consumer arbitration board.

§15 Severability Clause

(1) The law of the Federal Republic of Germany shall apply. For consumers who do not enter into this agreement for professional or commercial purposes, this choice of governing law applies only unless the legal protection granted is nullified through mandatory provisions of the law of the state in which the consumer has his or her habitual residence. The provisions of the UN Convention on Agreements for the International Sale of Goods do not apply here and are expressly excluded.

(2) Should any individual terms of this agreement be ineffective or lose their effectiveness due to later circumstances or should a loophole emerge in this Agreement, the legal effectiveness of the other provisions is not affected.