



**Registration form / Educational Agreement
German Language Courses**

Personal Information of the student	
	☐ Mr. ☐ Mrs./Ms.
First Name	
Last Name	
Date of Birth	
Place of Birth	
Country of Birth	
Nationality	
Adress	
E-Mail	
Phone Number	
Current German Level	☐ No German Knowledge ☐ A1 ☐ A2 ☐ B1 ☐ B2 ☐ 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 (not current German level)	☐ A1 ☐ A2 ☐ B1 ☐ B2 ☐ 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 terms 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 PDF file via e-mail to: info@stk-duesseldorf.de.

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

(3) The 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 an 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 contractual terms apply to all course participants. Course participants of the German language course have the German language course as a subject matter of contract. For participants in the preparatory course, the agreement covers the services of the preparatory program offered by the Studienkolleg.

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.

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-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 unilaterally change the stipulations according to the article § 3 par. 1 and 2. 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 participants well in advance before the 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.

§5 Duties of the GRB

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 at the discretion of the GRB 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 six 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 up to five, GRB reserves the right to postpone the course for one month or to the next possible date.

2. Preparatory courses:

A minimum number of 25 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 the education agreement if the course participant does not start the course with the required level.

1. German language course:

Participants in the language course are required to provide proof of German language proficiency at the level required for the course they have booked. This can be done through an official language certificate, a course participation certificate, or a placement test.

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 proficiency 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 secured.

1. German language course:

If the instructor determines within the first four days of the course that the participant cannot follow the lessons successfully despite the proof of German language skills submitted at the time of registration, GRB reserves the right to

postpone the start of the language course to the next possible 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 participant's 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.

(8) Preparatory course participants undertake to have their school-leaving certificates examined by a qualification recognition office (i.e. "Zeugnis-anerkennungsstelle"). The Studienkolleg is not to be held responsible for the refusal of the admission to the "Exam to Assess the Qualification of Foreign Applicants to Universities in the Federal Republic of Germany" 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/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 the prerequisite for GRB to provide its services.

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

Deutsche Bank
IBAN DE26 3007 0010 0551 3312 00
BIC DEUTDE33XXX

(5) Should the course participant not pay within the 14-day period, the GRB is entitled to extraordinarily 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 tuition fee.
3. If the payment deadline is not met, GRB is entitled to terminate the education agreement without notice. A new payment deadline may be agreed upon, but GRB is not obligated to do so.

§9 Course Postponement or Course Change

(1) If a change of course or 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 or course change 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. This incurs additional costs.

2. Preparatory course:

The postponement or course change can only be made four weeks before the start of the semester of the preparatory course. In individual cases, taking special circumstances into account, a course postponement after this deadline may be possible. Should a participant in the preparatory course change or postpone the course, consultation with the GRB must take place, and the service already accepted will be billed month wise. This incurs additional costs.

(2) The first course change or postponement is free of charge. Further postponements are charged with a re-booking fee.

1. German language course:

The second and any further re-bookings of a German language course will be charged with a re-booking fee of 45 €.

2. Preparatory course:

The second and any further re-bookings of a preparatory course will be charged with a re-booking fee of 150 €.

(3) If the course is postponed or re-booked, the revocation period expires, and a

refund at a later date 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 will be considered a revocation. Accordingly, the stipulations on the consequences of a revocation according to §13 apply.

(2) Cancellations must be submitted in writing. The GRB distinguishes between cancellations for personal reasons and cancellations due to the non-issuance of a visa. Additional documents, such as a notice of rejection from the competent German embassy, may be demanded if a refund is requested under the conditions of the latter case.

(3) Cancellation for personal reasons

If the cancellation is requested 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:

A cancellation fee of €90 is charged for each monthly course. If the cancellation occurs after the revocation period has expired and later than four weeks before the start of the language course, or after the start of the monthly course, no refund is possible. In case multiple monthly courses are booked at the same time, these will be treated as individual courses for cancellation purposes.

2. Preparatory course:

A cancellation fee of €1500 is charged for a preparatory course. If the cancellation occurs after the revocation period has expired and later than four weeks before the start of the preparatory course, or after the start of the preparatory course, no refund is possible.

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

(5) Cancellation due to the non-issuance of a requested visa

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 this 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 under any circumstances. In addition, a cancellation fee of €90 will be charged for each monthly language course. The course participant will receive a refund of the course fee, except the registration fee and the cancellation fee, provided the visa rejection notice is submitted four weeks before the start of the course. If the rejection notice is submitted less than four weeks before the start of the course, the course fees for the next monthly course are non-refundable.

2. Preparatory course:

The registration fee of 495 € for the preparatory course is not refundable under any circumstances.

The course participant will be refunded the course fee, on the condition that the visa rejection due to reasons described in § 10 par. 5 of the general terms and conditions is submitted no later than four weeks before the semester starts.

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

If the visa rejection letter has been submitted during the 2. Semester or less than four weeks before the start date of the second semester, a refund is not possible.

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

(6) The course participant must present the rejection letter within 2 weeks after receipt to the Studienkolleg Düsseldorf. In case of late submission, no refund can be made under the terms of cancellation due to non-issuance of a requested visa. The possibility of cancellation under Section 10 (3) remains unaffected.

(7) In case of a visa rejection, the reason behind the rejection will be examined. In the case of a personal history or false information, which would definitely indicate a visa rejection, a refund is excluded. Furthermore, if the Studienkolleg Düsseldorf is not mentioned in the visa application, a refund is not possible. In the case of a visa rejection due to failure to submit the documents required by the responsible authority, no refund can be granted. Section 10, Paragraph 3 of the General Terms and Conditions applies.

(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 responsible German embassy and the immigration office responsible for issuing the entry visa of that circumstance, as well as other relevant authorities, such as the Office for educational funding (i.e. "BAföG"). The course participants gave their express consent to this by signing the education

agreement.

§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 or illegal 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 warning;
- (6) if the course participant does not attend the course anymore without acceptable reason.

In the above-mentioned cases no refund is possible. After the exmatriculation due to misconduct 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 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 Right of Withdrawal Policy

(1) Right of Withdrawal

Course participants have the right to withdraw from this agreement within fourteen days after the conclusion without giving reasons. The contract conclusion date is the date shown on the education agreement. This right of withdrawal will not be extended in the event of late payment of the tuition fees.

In order to exercise the right of withdrawal, 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 their decision to withdraw from this agreement. They can use the attached withdrawal form template, which is not mandatory, however.

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

(2) Consequences of Withdrawal

If the education agreement is withdrawn, the GRB shall refund all payments made, with the exception of additional costs such as non-refundable registration fees and administration fees, promptly and no later than thirty days than the date of cancellation on which the notification of withdrawal of this education agreement was received. For the refund, the amounts will be transferred to a bank account provided by the course participant. Under no circumstances will any fees be charged for the refund.

In case the course participants requested that the services rendered should commence during the withdrawal period, course participants are obliged to pay a reasonable amount corresponding to the proportion of the services already rendered up to the date of exercising the right of withdrawal in relation to the total scope of the services agreed upon in the contract, plus the registration fees and administration fees in the case of payment by instalments.

(3) Withdrawal form template

If course participants wish to withdraw from 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.

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

I hereby withdraw from 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:

§14 Dispute Settlement / Consumer Arbitration Board

(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.