

# General Terms and Conditions of speakeasy München GmbH

## **§ 1 General and Scope of Validity of Agreement**

These General Terms and Conditions (Ts&Cs) apply to all business transactions between speakeeasy München GmbH ("speakeeasy München") and our clients. The T&Cs are accepted by the customer when submitting an order and are valid for the entire duration of the business relationship. They also apply to future business transactions. Other terms & conditions of the client are only binding for us if we have expressly acknowledged them.

## **§ 2 Service Provider**

The provider of all services is speakeeasy München GmbH with its registered office in: Sonnenstraße 16 80331 München, Tel: +49 89 4444 33630, [info@speakeeasy-munich.de](mailto:info@speakeeasy-munich.de), München Local Court HRB 264208

## **§ 3 Data Protection Policy**

speakeeasy München processes the personal data of its customers in accordance with the Privacy Policy, which can be accessed online.

## **§ 4 Language Teaching**

The terms "teaching unit" and "teaching hour" refer to the usual 45-minute period as used in language schools. Courses can be combined and divided into teaching periods by agreement with the school. Courses at speakeeasy München last one course month, i.e. exactly 4 weeks. This allows for an intuitive and fair system of month-by-month registration. Courses with a shorter duration are regularly offered at a discounted price. The course groups are small and typically consist of 8-12 participants.

## **§ 5 Enrolment for Language Classes**

Customers can register for courses online (via the school's website) or in person at the language school during opening hours. When registering online, the customer can choose from the available course levels and course types offered on the speakeeasy München website. After choosing a course, the customer will be asked to enter personal data and click ""Book with obligatory payment"" in order to enrol for the course. Up to this point, the customer can check and change data at any time. The customer must confirm that they accept the Terms and Conditions and Privacy Policy in order to complete registration by ticking the appropriate box. After the customer has clicked on "book with payment", they will be redirected to speakeeasy München's online payment form. The course must be paid for in full to complete the registration. If this step is not completed, the registration is not considered valid and speakeeasy München is released from any obligation to the customer.

Upon completion of the registration process, the client will receive an email containing all course details and a link to the school's Terms and Conditions. The email itself is not proof of a completed registration -if no payment has been received and therefore the registration is not yet valid, the school will inform the client as soon as possible so that the payment process can be completed. A completed registration guarantees the customer participation in the course chosen for the month in question at the chosen language level. However, the school is not bound to the requested class time indicated in the confirmation email -under certain circumstances, e.g. due to too few participants starting a course at a certain time, speakeeasy München may change the class time. In this case, the customer will be informed of the changes. speakeeasy reserves the right to change face-to-face

courses to online courses at short notice and to offer lessons online - or exclusively - should this be necessary, e.g. due to a risk to the health of the participants that could arise from face-to-face courses. In the case of a conversion to online courses, it is the participant's responsibility to provide the necessary technical equipment to be able to participate in the online courses. A change to online courses does not entitle the participant to a refund of course fees or a postponement of the course. The contract can be found in this form of the General Terms and Conditions on the website. However, a separate copy of the specific agreement with the client will not be stored. The German and English languages are available for the contractual agreement.

## § 6 Participant Cancellation, Postponement and Refund Policy

Lessons which the customer is unable to attend will not be reimbursed. In this case, a claim for damages cannot be asserted either. A participant may postpone the course to a later date, provided that they notify speakeasy of their wish to postpone in writing no later than ten days before the start of the course. A course can only be postponed in its entirety; partial postponements are not possible. A participant may withdraw from a course subject to the following cancellation conditions: A 70% refund of course fees paid can be provided if a participant withdraws from the course at least ten days before the course starts. After this date, no fees can be refunded. Cancellation requests must be made in writing (letter or email) to the school no later than ten days prior to the start of the course, or if a participant wishes to postpone their course to a later month. Multi-month course enrolments are considered as one course when cancellation or postponement is requested, so the deadline of ten days before the start date of the first course also applies with regard to cancellation. speakeasy München always tries to ensure continuity with the same teacher during a course, but if this is not possible, a change of teacher does not constitute grounds for a refund of course fees. This applies to all types of teaching, including one-to-one and online teaching. Refund claims for overnight accommodation costs and language exams booked through speakeeasy cannot be granted under any circumstances. Courses booked during a special promotional period are generally excluded from postponement and refund (except for the Early Bird Discount). The participant will be informed of these conditions in connection with the respective offer via the speakeeasy website.

## § 7 School Cancellation, postponement, public holidays and weather

In the extremely unlikely event of cancellation by the school, the participant is entitled to a refund or rescheduling to a later date. Further claims for damages cannot be made. speakeeasy reserves the right to change course dates and to cancel courses affected by low enrolment. All payments made in this case will be refunded. There are no further claims. speakeeasy München is closed on public holidays in the federal state of Bavaria. Classes that fall on public holidays will not be made up. Courses take place regardless of the weather. speakeeasy reserves the right to change face-to-face courses to online courses at short notice and to offer lessons online - if necessary entirely online. A switch to online courses is not grounds for a refund of course fees.

## § 8 Liabilities, accident insurance, food & drink, and pets

Each student is responsible for themselves. speakeeasy is not liable for any loss, damage or injury to persons and / or property. The client confirms that they are taking the language course for private reasons only. Participation in a course for professional purposes, but without the employer expressly sending the employee, must be reported to the school no later than the start of the course. The participant must then pay an additional € 11.42 for accident insurance. The client is obliged to inform the school if they are taking the language course for a specific professional purpose, i.e. if they intend to apply for a job in Germany. In such cases, accident insurance must be taken out and added to the course fees. Food and drinks can be brought to speakeeasy. However, participants are responsible for

disposing of their own waste. The school provides rubbish bins. The course room and other areas of speakeasy are to be left clean - as they were found. Pets are only allowed in the school with the express permission of the school team.

## § 9 Visa Courses

### Enrolment letter

An official Enrolment Confirmation Letter for Visa purposes can be provided upon successful registration and full payment of the course fees for a fee of 50€. This confirmation letter will be sent by email. If a printed copy is requested, additional postage costs will be incurred depending on the destination. The Confirmation Letter is a legally binding document, which confirms the duration of the booked language course. Therefore, the participant must apply for a Visa based on the information provided. Should a participant need a new confirmation letter with different data, they must provide written proof of this from the relevant embassy. This proof must be received by speakeasy ten days before the start of the course. A new letter of confirmation will cost an additional 50€ and, if applicable, shipping costs.

### Postponement/ Rebooking

After registration it is possible to change the course once, but only if this is necessary due to a delay in the Visa approval process and is reported to the school at least ten days before the start of the course. To postpone a course, the participant must provide written proof from the relevant embassy that the Visa cannot be issued at the dates documented on the confirmation letter from speakeasy. The course must start no later than 3 months after the original course start date. A course can only be rescheduled in its entirety - no partial rescheduling can be undertaken.

### Refunds / cancellation

A refund of up to 70% of the total course fee (less any bank charges) is only possible upon presentation of a letter of refusal from the relevant Visa Authority. Under no other circumstances can a refund be granted. The rejection letter must be included with the refund request. The withdrawal of a Visa Application does not constitute a refusal. A notice of withdrawal does not constitute grounds for a refund. Refund claims received later than 12 months after the original payment date cannot be accepted. If a refund is possible, the amount will be refunded no later than 4-6 weeks after receipt of the valid refund request. Refunds for parts of the booked course are not possible.

## § 10 University Pathway Program

### Letter of Authorization

The applicant authorises speakeeasy to represent them in the case of Student Visa, Language Visa and University applications on signing the Power of Attorney document. This includes acting on their behalf and receiving full information on the status of their applications from uni-assist e.V. and Universities.

### Education documents

speakeeasy may request copies of additional documentation necessary for the process at any time during the application. All documents required to be submitted to speakeeasy must be translated and certified in English or German by an officially authorised body unless other arrangements have been agreed. No documents will be returned to the applicant, so only copies should be sent to speakeeasy; the applicant should keep all originals.

### University eligibility and admission

The applicant understands that uni-assist e.V. is solely responsible for determining the applicant's suitability for the German university system. speakeasy München has no influence on the decision of uni-assist e.V. Registration for the UPP by speakeeasy München does not guarantee admission to a German university. speakeeasy München will assist the applicant in applying to up to three German universities, but the final decision on a provisional admission decision as well as the final admission to the programme rests with the respective university.

#### University Pathway Program Fees

Applicants who are deemed eligible for the Direct Route are required to pay the home country support fee - Gebühr für die Unterstützung im Heimatland (GUH) at the time of application for the UPP. In certain circumstances, applicants may be required to pay the University Application Support Fee- Gebühr zur Unterstützung der Bewerbung an einer Universität (GUBU) instead of the GUH. Applicants will be notified prior to payment in this case. From applicants who are eligible for the Indirect Route, the Graduate University Application Support Fee- Gebühr zur Unterstützung der Bewerbung am Studienkolleg (GUBS) is due at the time of registration for the UPP. The UPP will commence after the relevant fee (GUH, GUBU or GUBS) has been paid in full to speakeeasy. The GUH, GUBU and GUBS are non-refundable. The University Pathway Fee (UPG) is due in full after the applicant has received the official letter of eligibility from uni-assist e.V. or a provisional letter of admission from a university, but before the visa application.

#### Confirmation of Enrolment

An official Confirmation of Enrolment for a language course, which is required for the visa application, can be issued by speakeeasy München as soon as the participant's enrolment has been fully completed and the UPG has been paid in full. This registration confirmation will be sent to the applicant by email. If a printed document is necessary, the applicant will be informed about the shipping costs before the document is sent. The mailing will take place after speakeeasy has received the mailing fee from the applicant. If the course is postponed and a new confirmation of enrolment is required, a fee of 50€ will be charged, plus the shipping costs. The Confirmation of Enrolment is a legally binding document that specifies the exact duration of the Language Course for which the participant is enrolled for visa purposes. Therefore, speakeeasy is obliged not to change this course duration.

#### Postponement/ Delayed Course-Start

A participant may request the postponement of their course once, but only on the basis of a delay in the Visa application process and only on the condition that they inform speakeeasy München of the postponement at least 10 days before the course start date. The course must start within three months of the originally planned start date. A course can only be postponed as a whole - postponement of individual course parts is not possible.

#### Refunds / cancellation

The GUH cannot be refunded under any circumstances. It is possible to cancel participation in the UPP and receive a refund of up to 80% of the UPG (minus any bank charges), provided that the participant can present a letter of refusal from the relevant Visa Issuing Authority and informs speakeeasy München at least 10 days before the scheduled start of the course. The letter of refusal must be submitted with the refund request. Under no other circumstances can a refund be made. Refunds can only be made to the participant's bank account or to the bank account of the person who made the payment of the course fees. Withdrawal of the Visa Application by the participant is not grounds for a refund -therefore letters confirming withdrawal of the Visa Application cannot be considered as the basis for a refund request. Refund requests received later than 12 months after the date of the original payment will not

be accepted. If a refund is possible, the refund amount will be transferred within 4-6 weeks after receipt of the valid refund request. The refund of individual courses booked is generally excluded.

## § 11 One-to-one Lessons

### Payment

Customers can choose between different lesson packages, with lessons of 60 minutes each or 90 minutes each. Registration is not complete until payment has been received and no lessons can be scheduled without payment.

### Scheduling lessons

Lesson schedules are based on the customer's preference, subject to teacher availability and a minimum of 60 minutes per lesson.

### Ticket Validity

One-to-one lesson tickets are valid for 6 months. The customer must request the school's approval by email if a more extensive pause or period of validity is required.

### Cancellation, postponement, and refund policy

A financial refund of paid one-to-one lesson times is not possible, only a rescheduling of the appointment if the information about the rescheduling request takes place in writing at least 1 working day before the respective appointment. Cancellations or rescheduling requested thereafter will be subject to a charge, i.e. the cost will be deducted from the client's lesson package. Partial refunds cannot be granted. Trial lessons can be provided for one-to-one tuition but are subject to a charge. Only one trial lesson can be booked per person. speakeasy reserves the right to change face-to-face courses to online courses at short notice and to offer lessons online - if necessary, also exclusively. A change to online courses is no reason for a refund of course fees.

## § 12 Preparatory Courses with telc Examinations

If the customer books a preparation course followed by a telc examination, the terms and conditions of the separate distance learning contract shall apply instead of these General Terms and Conditions.

If the customer books only a telc examination without a preparatory course, the following provisions shall apply:

### Registration

speakeeasy München is a licensed telc Examination Centre and offers telc examinations. Registration is only possible until Thursday, 1 p.m., two weeks before the examination date at the latest. Late registration is only possible if there are free places and on payment of a late registration fee of 30€. Registration is only binding once the registration form has been completed and all fees have been paid in full. Once registration has been completed, the examination date and level can no longer be changed.

### Declaration of exam procedures

Once a customer has registered, the exact time of the examination will be confirmed by email no later than 3 days before the examination date. The customer is obligated to regularly check the email address provided on the examination registration form. Should it be the case that a customer has not received an email notification at least 3 days before the exam date, the customer is then obligated and

responsible for contacting the examination centre out of his own initiative and to enquire about the starting time of their exam. The examination centre takes no responsibility if an email notification is not received and explicitly stresses the customer's responsibility to be informed about the start time of their exam. Participation in the examination is only possible when the customer arrives for the examination on time and can provide a valid passport or identification card.

#### Exclusion from the examination and telc examination regulations

The use of electronic devices or other means and/or aids during the examination is expressly prohibited. The use of these or the attempt to deceive in any way will lead to immediate exclusion from the examination. There is no right to compensation.

The telc Examination Regulations (<https://www.telc.net/agb.html>) apply to the examination day. During the self-study preparation course, the client will receive all necessary information on the telc Examination Regulations for the examination day. On the day of the examination itself, the participant will be informed once again about all the rules and regulations of the telc Examination Regulations before the examination begins.

#### Refunds

Once paid, examination fees cannot be refunded under any circumstances. No exceptions can be made for instances such as a participant being hindered in taking part in the examination, falling ill, arriving late nor being unable to produce a valid form of identification. Once paid for, the examination date cannot be changed, e.g. postponements are not possible.

#### Notification of exam results

The results will arrive at the examination centre approximately six weeks after the examination. The participant will be informed immediately of his/her results and can collect their results in person. If a result is received late, there is no entitlement to compensation. speakeasy München accepts no liability for incorrectly issued certificates, e.g. spelling mistakes in names.

### **§ 13 Right of withdrawal**

For bookings of classroom or online courses as well as telc examinations without a preparation course the customer has no right of withdrawal. In each case, these are strictly capacity-limited services that take place in a specific period of time.

### **§ 14 Amendments, Supplementary Agreements and Severability Clause**

If the customer enters into agreements with the contract holder which deviate from the GTCs or if they agree on amendments, supplements or ancillary agreements to the agreements made, these must be in writing in order to be valid. If individual provisions of these GTCs have not become part of the contract in whole or in part or are ineffective, the contract shall otherwise remain effective. In this case, the content of the contract shall be governed by the statutory provisions.

### **§ 15 Applicable Law and place of Jurisdiction**

The contractual relationship and other business relations between us and the customer shall be governed exclusively by German law to the exclusion of the international law on the sale of goods. As far as permissible, the exclusive place of jurisdiction for all disputes shall be München, Germany.

### **§ 16 Alternative dispute resolution in consumer matters**

Speakeasy München is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.