

Terms and Conditions for DELKI Group Classes

1 General and Scope of Validity of Agreement

These Terms and Conditions (T&Cs) apply to all business transactions between DELKI and our clients regarding group classes. 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 DELKI: Hohenzollernstr. 33 80801 München, Tel: +49 163 1462160, admin@delki.org

3 Data Protection Policy

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

4 Enrolment

Customers can register for group courses online via the school's website. When registering online, the customer can choose from the available course levels and course types offered on the DELKI 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. 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 receive an email with course and payment details. 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 DELKI is released from any obligation to the customer.

Upon completion of the registration process, the client will receive an email containing all course details. 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 duration 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, DELKI may change the class time. In this case, the customer will be informed of the changes.

5 Participant Cancellation 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 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 two days before the course starts. After this date, no fees can be refunded. Cancellation requests must be made in writing (email) to the school no later than two days prior to the start of the course. Multi-month course enrolments are considered as one course when cancellation is requested, so the deadline of two days

before the start date of the first course also applies with regard to cancellation.

DELKI 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. Courses booked during a special promotional period are generally excluded from postponement and refund. The participant will be informed of these conditions in connection with the respective offer via the DELKI website.

6 School Cancellation, postponement and public holidays

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. DELKI 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. DELKI is closed on public holidays in the federal state of Bavaria. Classes that fall on public holidays will not be made up.

7 Liabilities

Each student is responsible for themselves. DELKI 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.

8 Right of withdrawal

For bookings of the courses the customer has no right of withdrawal.

9 Amendments, Supplementary Agreements and Severability Clause

If the customer enters into agreements with the contract holder which deviate from the T&Cs 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 T&Cs 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.

10 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.

11 Alternative dispute resolution in consumer matters

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