

**General terms and conditions of business
of the Institute for International Communication and Foreign Cultural Exchange
(IIK Bayreuth e.V.)**

**Terms and conditions of registration of the Bayreuth Summer University for
Intercultural German Studies (Bayreuther Sommeruniversität für Interkulturelle
Deutsch-Studien)
organised on behalf of the University of Bayreuth**

1. Area of applicability

The general terms and conditions of business mentioned hereinafter shall apply to the contractual partners/participants in the language courses and the recipient of additional services of the Institute for International Communication and Foreign Cultural Exchange (IIK Bayreuth e.V.). Terms and conditions to the contrary shall require written confirmation by IIK Bayreuth e.V. for effective inclusion. This form requirement may only be waived by written declaration.

IIK Bayreuth e.V. offers language courses for professional further education of corporate clients and for private persons. The following terms and conditions shall apply to all services within the framework of language teaching.

German law shall apply.

2. General participation requirements

The events/courses offered have been designed for adults as a matter of principle. Contracting partners/participants in the events/courses of IIK Bayreuth e.V. shall have to be of a minimum age of 18 years.

Young people as from 17 years of age may also participate on exceptional occasions and with the declaration of consent of the legal guardian (including the release of the supervisory duty). The courses are not suitable for young people under the age of 17.

3. Prerequisites for events

As a matter of principle, events/courses may take place only if the minimum number of participants has registered. If fewer contracting partners/participants have registered, IIK Bayreuth e.V. shall decide on the closure or continuation of the event/course. In case of continuation, the IIK Bayreuth e.V. makes a new contractual offer to the partners/participants. In doing so, a reduction of the lessons and/or the increase in fees shall be taken into consideration.

If ongoing events/courses are discontinued by IIK Bayreuth e.V. for reasons for which it is responsible, the fees shall be reimbursed on a pro rata basis.

The IIK Bayreuth e.V. reserves the domiciliary right of the event locations used. Under certain conditions – to be defined separately – contracting partners/participants can be excluded from further attendance at events.

4. Binding nature of the registration and reservation of the course place

Registrations may be made by e-mail, online registration form and telephone. In case of registration by telephone or e-mail, IIK Bayreuth e.V. shall reserve a place in the course for a maximum of one day. By then, a registration of the contracting partners/participants by online registration form must have been received by IIK Bayreuth e.V.

By registering, the contracting partners/participants hereby accept the general terms and conditions of business of IIK Bayreuth e.V.

Every written registration, as well as the dispatch of online course booking form, shall be binding and shall lead to an obligation to pay the fees of the services booked in full as soon as the registration has been confirmed in written form by IIK Bayreuth e.V., unless a written rescission/cancellation of the booked services is declared within the period of notice for rescission/cancellation.

A confirmation of the registration or an issue of a written confirmation of registration – if desired – shall be provided as soon as at least the registration fee is received by IIK Bayreuth e.V. or an original cost absorption declaration of a third party (such as funding or studentship promise, cost absorption declaration by the employer) is presented to IIK Bayreuth e.V.

The receipt of payment in the bank account of the organiser shall be decisive or the presentation of the acknowledged evidence of payment or the cost absorption declaration.

Only then shall the course place be firmly reserved and the contracting partner/participant be permitted access to the event/course.

Registration certificates which are used to apply for residency certificates must be returned to IIK Bayreuth e.V. in case of cancellation.

5. Terms and conditions of payment

The fees are indicated for the respective events/courses and lectures. With respect to the amount of the event/course fee, the applicable German-version price list at the point of registration shall be valid.

The registration fee of € 100.00 must be paid within 4 weeks of registration (in case of registration after 18.05.2020, by 15.06.2020 at the latest). All other fees must be paid in full by 15.06.2020 at the latest.

If the payment has not been made in full, no entitlement to further reservation of a course by IIK Bayreuth e.V. shall exist unless other terms are mentioned for a special offer of services or deviations from this regulation have been agreed upon in writing.

Regardless of the above, the obligation to make payment by the contracting partner/participant shall continue to exist.

IIK Bayreuth e.V. shall be permitted to charge interest to the amount of at least five per-cent points above the respective base rate of interest. Moreover, a fixed processing fee of € 5.00 must be paid.

The fees for **all services provided by the Bayreuth Summer University for Intercultural German Studies** must be paid to the following account in EUROS:

Account holder: IIK Bayreuth - Sommeruniversität
Sparkasse Bayreuth, BSC 773 501 10, account No. 38087938,
BIC BYLADEM1SBT, IBAN DE68 7735 0110 0038 0879 38

The Contracting Partner/Participant shall pay the bank charges for deposits, transfers; etc.
Payment by EC card or credit card is not possible.

6. Materials

The course fee shall include the costs of materials (copies etc.), but shall not include the costs of textbooks.

7. Change of course / course graduation

Level grading shall be based on the aptitude test carried out by IIK Bayreuth e.V. On the basis of the classification, a decision will be taken concerning the admission to specialized courses.

No claim to the setting of times of the course (morning or afternoon) shall exist. The course times shall be determined by the organiser, IIK Bayreuth e.V.

8. Change of course management

IHK Bayreuth e.V. shall reserve the right to assign another course manager than that which was announced for the events/courses for important reasons, as well as to change the location of the event. This shall not give rise to a cancellation entitlement, neither ordinary nor extraordinary. No right to instruction by a certain lecturer shall exist. A change of teacher shall not permit the contracting partner/participant to terminate or rescind the contract.

9. Certificate of attendance

In case of regular attendance at a course, IHK Bayreuth e.V. shall issue a certificate of attendance upon request. The contracting partners/participants are requested to contact the course management in due time. The certificate of attendance can be issued only within one year after the end of the course. Processing fees to the amount of € 5.00 shall be charged for certificates of attendance, which are applied for after the end of the course.

10. Cancellation, rescission and termination by IHK Bayreuth e.V.

IHK Bayreuth e.V. can cancel booked courses should the minimum number of participants not be attained at the beginning of the course, or in case of force majeure or other objectively justified reasons. In such a case, IHK Bayreuth e.V. shall submit suitable replacement offers. In case of a course cancellation, the contracting partners/participants shall receive the full sum paid back upon request, without deduction of processing or bank fees.

No course fee shall be charged and/or fees already paid shall be reimbursed. The contracting partner/participant shall not be entitled to any further claims. In particular in such cases, no claim to reimbursement of reservation costs for tickets and similar shall be accrued. Therefore, IHK Bayreuth e.V. strongly advises the conclusion of a cancellation insurance policy by the contracting partner/participant of the summer university.

11. Prevention of the contractual partner/participant

If, after the beginning of the course, a contracting partner/participant cannot attend the course in full or in part for reasons within his/her person (such as illness, residency permit hindrances or personal obligations), he/she shall have no claim to reimbursement of the course fees or participation in a course at a later time.

12. Obligations of the participants

The contractual partners/participants shall be obliged to observe the house rules applicable at IHK Bayreuth e.V., the University of Bayreuth as well as any premises rented for the course, in particular to not disturb the lessons as well as to handle devices and equipment on all of the named premises with care.

IHK Bayreuth e.V. shall reserve the right to claim damages due to violation of the obligations stated in Sentence (1).

IHK Bayreuth e.V. shall reserve the right to exclude contracting partners/participants, who intentionally or gross negligently violate the obligations in Sentence (1) from participation in courses.

13. Liability and insurance

Contractual partners/participants shall attend courses at their own risk. IHK Bayreuth e.V. shall assume no liability for accidents during courses or on the way to and from the classrooms and/or damage or loss of property of the contracting partner/participant unless IHK Bayreuth e.V. has caused the personal injury by negligent breach of duty, or the damage to or loss of property is caused by intentional or grossly negligent breach of duty. The liability of IHK Bayreuth e.V. for damage of any kind, provided it is not a loss connected to injury to life, body or health, shall, irrespective of legal reason, be limited to the case in which intent and gross negligence can be attributed to IHK Bayreuth e.V.

The course fee shall not include insurance cover. There is no insurance against illness, accident and damage to or loss of property brought on to the premises. The contracting

partners/participants shall be personally responsible for the conclusion of a health, accident and liability insurance policy, unless corresponding services have been agreed separately.

The Contracting Partner/Participant shall incur liability regarding all damages caused by him or her, in particular for damages to arranged accommodation.

Valid health insurance is obligatory for participation. The Bayreuth Summer University will not pay any costs in case of illness or loss events. Health insurance can be taken out through MAWISTA as part of registration for € 29.00 per month (31 days), liability insurance for 0,40 € per day (€ 12,40 for 31 days).

The IIK Bayreuth e.V. also highly recommends taking out travel cancellation insurance.

14. Legal right of revocation in keeping with the German Civil Code (BGB)

Revocation instructions for consumers when registering by Internet or by mail/e-mail:

Right of revocation:

You can revoke your contract registration within fourteen days without the giving of reasons by means of clear declaration (such as by letter, e-mail or by telephone). The period shall commence after receipt of this information in text form, but not prior to conclusion of contract. To safeguard the right of revocation, the punctual submission of your declaration is sufficient, i.e. by forwarding the revocation. The revocation should be addressed to:

Institut für Internationale Kommunikation und Auswärtige Kulturarbeit
IIK Bayreuth e.V.
Rosestraße 20,
D-95448 Bayreuth,
Germany
Telephone: +49 (921) 79 31 95 21,
Facsimile: +49 (921) 79 31 95 23,
E-Mail: info@iik-bayreuth.de

Consequence of revocation:

If you revoke this contract, IIK Bayreuth e.V. shall be obliged to return all payments received from you immediately, at the latest fourteen days from the date on which the information concerning the revocation of this contract was received by IIK Bayreuth e.V. For the repayment, IIK Bayreuth e.V. will use the same means of payment which you used, unless an arrangement to the contrary has been explicitly agreed. In such a case, you will not be charged any fees for this repayment.

Special information:

Your right of cancellation shall terminate prematurely, if the contract is fully fulfilled by both parties in accordance with your explicit request before you have exercised the right of revocation.

If you have requested that the service shall commence during the period of revocation, you shall be obliged to pay IIK Bayreuth e.V. a suitable amount which corresponds to the share of the services rendered up to this point in time by IIK Bayreuth e.V. compared to the entire scope of the services provided in the contract. The period for the return of the course documents and/or the compensation due shall commence on the submission of your declaration of revocation.

End of the information about rights of revocation

15. Cancellation / cancellation period

All declarations of contractual termination must be made in writing and shall require text form in accordance with Section 126 b of the German Civil Code - BGB (such as letter, fax or e-mail) to be effective.

Regular termination in writing is possible until 30.06.2020. In case of termination/rescission/revocation prior to 30.06.2020, the Contracting Partner/Participant shall be refunded the course fees which have already been paid, minus a cancellation fee of € 100.00.

In case of a later cancellation, the complete course fee shall be due.

Special cancellation terms shall apply to booked examinations.

Should accommodations have been booked by the Contracting Partner/Participant, the full amount of the accommodation fees shall be retained in case of termination/rescission/revocation after 30.06.2020.

The right of extraordinary cancellation for important reasons shall not be affected thereby.

16. Accommodations / living

On request, IIK Bayreuth e. V. can organise accommodations in student halls of residence or private shared houses/flats. The organiser, IIK Bayreuth e. V. is the landlord of the accommodation which it arranges. The contractual relationship concerning the accommodation shall exist between IIK Bayreuth e. V. and the Contracting Partner/Participant at the Summer University. The room fee shall amount to € 290.00 per month and accommodations can be booked at the time of registration via the online form.

For the accommodations, an additional deposit to the amount of € 100.00 must be paid. This deposit shall be refunded to the Contracting Partner/Participant at the Summer University at the end of his or her stay, provided that the room was returned in a defect-free condition and the principal landlord cannot assert any damages claims or other claims.

The Contracting Partner/Participant shall incur liabilities for all damages which are culpably caused by him or her to the arranged accommodation.

17. Data protection

The contracting partner/participant hereby declares that he/she accepts the electronic storage of his/her data.

The inventory data of the contracting partner/participant and voluntary data shall be used by IIK Bayreuth e.V. to provide services and for future provision of information concerning the services offered by IIK Bayreuth e.V.

The data shall only be used by IIK Bayreuth e.V. for fulfilment of the contractual purpose. Data will not be passed on to third parties for advertising purposes.

Data protection shall be observed in conformity with the legal stipulations (German Federal Data Protection Act - BDSG).

IIK Bayreuth e.V. takes the protection of the personal data of the contracting partners/participants very seriously and strictly observes the stipulations of the data protection laws.

Personal data shall only be gathered on the website of IIK Bayreuth e.V. to the technically necessary extent. In no case shall the gathered data be sold or passed on to third parties for other reasons.

18. Severability clause

Should a stipulation of these general terms and conditions of business be ineffective, the effectiveness of the remaining provisions shall not be affected thereby.

19. Place of performance / place of jurisdiction

The place of performance shall be Bayreuth (Bavaria).

The exclusive place of jurisdiction for all disputes under and in connection with the contracts with IIK Bayreuth e.V. shall be Bayreuth, if the contractual partner/participant is a merchant or legal person under public law; otherwise, the statutory places of jurisdiction shall apply.