

General Business Terms and Conditions

1. The contractual relations with our private and commercial customers shall be governed exclusively by these General Terms and Conditions. We can acknowledge conditions of our customers that conflict with, or depart from, the conditions set down herein only if we have consented exclusively to their validity in writing.
2. In signing the registration or instruction form or a copy of these General Terms and Conditions, the customer acknowledges the validity of these Terms and Conditions.
3. Verbal subsidiary agreements do not exist. Amendments or supplements to the conditions agreed must be made in writing to become effective. A verbal waiver to this written requirement has no validity. In particular, teachers employed by us are not authorized to make amendments or supplements to the conditions agreed or to make covenants that depart from the contractual arrangements.
4. The signing of the registration form creates the instructional course agreement based on the conditions agreed. The customer shall receive a copy of these conditions.
5. The course fee agreed becomes due in full upon registration and is to be paid before the course commences. Should the customer have failed to pay the course fee or parts thereof, he is not entitled to take part in the course.
6. The customer may transfer to third parties the rights arising from this instructional course agreement only in exceptional cases and only with our prior written consent.
7. We undertake to conduct our courses of instruction in accordance with our guidelines and with suitable teachers. The place of instruction shall be determined by us. In the event of changes, the customer shall be informed of these in due time by means of a bulletin or some other appropriate form.
8. We reserve the right to combine a course with another comparable course, to postpone it or to cancel it, should there be too few participants, or because of other circumstances beyond our control. If a course is cancelled the customer has the option of changing to another course or withdrawing from the instructional course agreement. In the event of such a withdrawal, the customer shall receive a refund of any payments made. Further claims, especially those relating to compensation for damages, cannot be asserted by the customer.
9. If it proves impossible to teach a class (e.g. because a teacher is absent), these will be rescheduled as early as possible. Should this prove finally to be impossible, the customer may also elect to change to another course or to withdraw from the instructional course agreement. In the event of such a withdrawal, the customer shall receive a refund of the course fee paid for those periods of instruction that have not been taught. Claims above and beyond this, especially claims for a refund of fees paid for classes that have already been conducted and/or claims for damages, cannot be asserted by the customer.
10. In principle, the customer cannot claim a replacement for classes he has not attended, nor, and especially, can he claim a refund for payments for such classes. In individual cases, e.g. in cases of attested illness, we may agree on a ruling with the customer that departs from this, without the customer having any claims to such ruling. In case of individual lessons as well as company courses (=courses held for employees of one particular company) course dates can be changed if the school is informed at least 24 hours beforehand (If the lesson is scheduled for Monday on Friday at the latest; if the lesson is scheduled for a day after a holiday on the working day before the holiday). Also, in case of individual lessons the course must be started until three months after the designed course begin according to the course agreement and finished one year later.
11. It is not possible to terminate the instructional course agreement during the contractual term of the agreement. The right to terminate in accordance with § 627 German Civil Code (BGB) (premature termination in the case of specialist services) shall be excluded. The entitlement to a termination without notice, which is to be made in writing, remains unaffected.
12. On request, the customer shall receive a course certificate upon completion.
13. We cannot assume any liability for the loss of, or damage to, items brought onto our premises by the customer. The customer takes part in excursions at his own risk. We assume no liability for any damages of whatever kind.
14. The legal relations between our customers and ourselves fall exclusively within the law of the Federal Republic of Germany.
15. The legal venue for any disputes arising from the arrangements agreed herein is Munich for all customers even if they are fully qualified merchants, or if they do not have any general venue in Germany, or if, after the conclusion of the agreement, their residence or usual domicile is unknown at the time of a possible institution of legal proceedings. Should individual provisions of these General Terms and Conditions be or become ineffective or invalid, this shall not affect the validity or effectiveness of the remaining conditions.