



General Terms and Conditions **Verbum Novum**

§ 1 Application area of General Terms and Conditions

Solely the present Terms and Conditions shall be always essential and applicable. Solely the law of Germany shall be applicable to the present terms and conditions and all legal relationships.

§ 2 Booking / Confirmation

2.1 The booking/enrollment occurs

- through the filling in completely and signed the booking registration form via post, Fax or E-Mail. The registration form for the language travel can be found in the brochure.
- online through the filling in and sending the online-booking registration form on our website.
- The booking for minors (under 18 years) can be made only by parents or by legal representative.

Verbum Novum can only register and accommodate healthy (also mentally) clients in host families who do not require medical treatment. All clients are obliged to inform **Verbum Novum** immediately in case of possible infections. At the time of registration, all course participants have to provide **Verbum Novum** with a proof of a valid liability, accident medical insurance for Germany. Neither agent, operator, nor the school or staff of **Verbum Novum** will be held responsible in any way for any accident, illness, loss of personal effects or change in personal circumstances arising at any time prior to or during the course. We therefore strongly recommend taking out travel insurance.

2.2. Confirmation

The booking is concluded through the booking confirmation sent by **Verbum Novum**. After the official booking **Verbum Novum** sends to the client the booking confirmation, which contains the information about the services booked.

§ 3 Price/Payment and methods of payment

Generally the price includes the services indicated in the booking confirmation and invoice etc. The prices are valid for the current calendar year. All payments have to be settled in Euro (€). In order to provide the course participants who need visa for EU-States with the letter of invitation required by the embassy for issuing a visa, min. 40% of the total amount should be paid. The pre-payment will be taken into account to the whole price. For clients, who do not need visa, **Verbum Novum** demands 15% prepayment from the whole price or max.250 € within 1 week after issuing the invoice. The rest payment should be settled min. 4 weeks before arrival. To avoid additional bank transfer charges we recommend paying in full upon registration.

For clients, who book any academic service for ex. University placement assistance apply special payment rules. The fee for academic services must be paid completely after getting the confirmation and the invoice.

Verbum Novum accepts cash payments or the payments made by bank transfer. The payments can be done to the following bank account:

Recipient: Verbum Novum GmbH

Bank name: Sparkasse Mainz

Account number: 0200058907

Bank code: 550 501 20

IBAN: DE82 5505 0120 0200 0589 07

BIC/SWIFT: MALADE51MNZ

The bank charges for the foreign transfer from abroad demanded often by the credit institutes are to be paid by the course participant. The bank transfers for language travel or the course only must be made including the arising bank charges. In case the bank charges were not paid by the client, this must be done latest on the arrival day. The prices indicated are always valid only for the current calendar year. Significantly for the price is the calendar year, when the travel takes place.

After the complete payment was settled, **Verbum Novum** sends to the client the pre-arrival information including Letter of invitation (if needed), payment confirmation, address of the accommodation and the school, transfer confirmation etc.



§ 4 Booking changes

1. By the client:

With the booking confirmation by **Verbum Novum** the travel contract is obligatory concluded for both parts. The booking or contract changes are possible only under the following conditions:

- The changes up to 4 weeks before the travel/course start,
- in case it leads to the reducing of the travel or course price, the rebooking fee of 50 € will be charged.
- In case it does not change the travel or course price or increase it, the change is possible free of charge.

Changes up to 4 weeks before the travel or course start are only possible in case of the special agreement, evtl. at extra charge, over 50 €.

2. By Verbum Novum:

The language schools of **Verbum Novum** offer the group courses with the different language levels. The courses can take place if minimal participant number (5 persons) is reached. The exact language level of the course participant and the placement into the group with the appropriate level can occur meaningfully only on the first day in the school. That why it cannot be absolutely excluded, that due to the results of the placement test not enough students with the same level can build one group. In this case the schools hold the individual course or small mini-group course with the reduced hours of classes, however min. 60 % of the booked group course. One lesson lasts 45 Min. **Verbum Novum** has the right to cancel the confirmed bookings due to these events.

§ 5 Cancellation prior to arrival/course start

1. By the client:

Before the travel /course start the course participant can cancel the travel/course any time. However **Verbum Novum** can claim in case of cancellation the appropriate compensation, which is defined by the travel/course price after deduction the expenses of **Verbum Novum** or the possible profit of an alternative use of its services. Subject to the proof of the course participant, if **Verbum Novum** could have more savings or more profit, depending on the price and on the term of the cancellation, **Verbum Novum** fixes the compensation as follows:

1. Up to 4 weeks before course commencement: 20 % of total travel amount,
2. Up to 3 weeks before course commencement: 30 % of total travel amount,
3. Up to 2 weeks before course commencement: 40 % of total travel amount,
4. Up to 1 week before course commencement: 70 % of total travel amount,
5. On the day of arrival: 100 % of total travel amount.

Verbum Novum recommends concluding the travel cancellation insurance.

In case of cancellation **Verbum Novum** pays the amount back according to the cancellation rules, if the course participant has already settled the amount. In case the refund must occur by bank transfer, **Verbum Novum** does not bear the expenses for bank charges due to money transfer.

1.1. Visa refusal:

In case of visa refusal, a full refund minus the additional charge of 250 € as an administration fee can only be made if the student provides the official letter of refusal issued by the embassy at the latest 14 days before the arrival to Germany/course start. After this date **Verbum Novum** will consider the participation of the client as confirmed and the normal cancellation will apply.

1.2. Academic Services:

The Academic Services, such a University/Studienkolleg Placement Assistance can be booked as a onetime application for one university term. The fee of academic service assistance includes counseling, proof of documents, the submitting of application documents to max. 3 universities. The included services can be started after the complete fee has been settled. In case, the client cancels the service, there will be no refund.

2. by Verbum Novum:

Verbum Novum reserves the right to cancel the confirmed bookings, which contains min.the language course, if up to 2 weeks before course commencement not enough students are for one group. The reason is that, the course can take place only if there are enough students for one group. The minimum number of students is generally 5, unless otherwise agreed or indicated for ex. in the proposal. The course participant will be immediately informed about the insufficient number of the students and the possible cancellation; in case of cancellation **Verbum Novum** refunds the travel/course price to the client, if it was already paid or offers an alternative; any further claims shall be excluded.

Verbum Novum reserves the right to cancel the contract without notice or to withhold the pre-arrival information (details of accommodation and school address, etc.), in case the booking is not paid.



§ 6 Cancellation after the arrival and/or during the language stay

by the course participant is possible in following cases:

- upon force majeure

If the course participant cancels the booking according to these regulations, **Verbum Novum** has the right to claim the agreed travel price with the deduction of

the saved expenses. The course participant incurs further expenses. Cancellation of all or some services booked in advance such as language course, accommodation, transfer etc. are not possible after the starting date. If the course participant abandons the course (or the language program) for reasons unconnected with any fault on the part of **Verbum Novum**, there will be no refund. Cancellation of the one-to-one lesson (one unit, not a full program or stay) is possible 24 hours prior to the course start. After that the one-to-one lesson will be charged.

By **Verbum Novum**

is possible in following cases

upon force majeure,

upon good cause shown. This is the case, when the continuations of the contract relations till the end of booked period cannot be expected of **Verbum Novum** - after taking into consideration all the circumstances of the singular case and weighting to the interests of both parties concerned.

Verbum Novum expects that the course participant respects the manners and customs, the regulations and law of the appropriate guest country. It refers also to the behavior in the language school and in the accommodation booked, In case the course participant breaks the rules or violates the law, **Verbum Novum** warns him/her first. In case the course participant ignores the first warning, and damages the organization of the travel, the next warning is unnecessary and **Verbum Novum** has the right to terminate without notice.

The same is applicable, if the course participant unacceptably damages the cooperation of the group and reputation of **Verbum Novum**. In case of gross damages (for ex. Criminal acts as the intentional bodily harm, steal, drug consumption, malicious damage of property etc.) the warning is unnecessary. **Verbum Novum** has the right to terminate without notice. There will be no refund. The return flight bears the course participant.

Verbum Novum reserves the right to cancel the group classes on bank holidays, except individual lessons. The group classes on these dates will be not recuperated.

§ 7 Warranty

1. Travel deficiency

A travel deficiency is when the travel does not contain the warranted services or has the failures afflicted, which the value or the normal capability according to the contract reduces or lifts the assumed advantage.

2. Remedial Action

In case of a travel deficiency, the course participant may demand such deficiency to be remedied. About the place for demanding informs **Verbum Novum** in the proposal, in the booking confirmation and/or separately before the departure. **Verbum Novum** can decline the remedy, in case it demands the disproportional efforts.

3. Self-help

In case **Verbum Novum** does not provide any assistance to the course participant within a definite term, the course participant may take it in his or her own hand and claim the compensation for the necessary efforts. The term fixing is not necessary, in case **Verbum Novum** declines the remedy or the remedy is of the course participant's own interest.

4. Reduction

For the period of the travel deficiencies the travel price and the value reduces in comparison to the travel price and value with no deficiencies. The reduction does not occur, as far as the course participant culpably fails to inform about the deficiencies.

5. Cancellation

In case the travel is largely affected through the deficiencies, the course participant can cancel the booking. The same is applicable, if the travel cannot be expected of the course participant due to deficiencies upon good cause confirmed by **Verbum Novum**. The cancellation may however be acceptable, if **Verbum Novum** fails to meet the reasonable deadline set by the course participant to provide the remedy. The deadline setting is unnecessary, if the remedy is impossible or declined by **Verbum Novum** or the immediate contract cancellation due to the important reason justified by the course participant.

In case of cancellation loses **Verbum Novum** the right to the client's paying of the travel price; **Verbum Novum** pays the amount back, if the course participant has already settled it. However **Verbum Novum** can claim the compensation for the services already provided, measured according to the price and travel value with no deficiencies by the time the contract was concluded. It is not applicable, as far as the services are not important for the course participant due to cancellation.



§ 8 Force-majeure

In case the travel stay/course after the booking is largely hindered, endangered or affected due to the unforeseeable force majeure, as well as **Verbum Novum** and the course participant can cancel the booking. In this case **Verbum Novum** loses the right to the client's paying of the travel price; However **Verbum Novum** can claim the appropriate compensation, which is defined by the services already or till the travel end provided, measured according to the price and travel value with no deficiencies by the time of the booking. **Verbum Novum** will implement the necessary actions due to the cancellation. Any further demands from the course participant are excluded.

§ 9 Exclusion and Limitation of Liability

As far as in these general terms and conditions any liability is excluded or limited, this is applicable also for the personal liability of the assistants and other representatives of **Verbum Novum**.

Verbum Novum takes responsibility only for the intention and for the gross negligence, unless the damages are based on life, bodily or health injury or **Verbum Novum** assumes the commitment as defined by warranty. The course participant will be charged for any damage caused by intention or negligence.

Parents of minors agree that neither **Verbum Novum** staff nor the host families shall be liable for damage or problems caused either negligently or intentionally by their children while participating in the programs. Parents and their children who are still minors recognise and accept the laws and the normal code of conduct of the country which they are visiting. **Verbum Novum** is not liable for the loss or theft of any personal belongings neither in the school nor in accommodation.

§ 10 Rights to image and film material

By agreeing to our general terms and conditions the course participants are accepting that **Verbum Novum** has the right to use any photos, video and sound recordings which may be produced in the course of a language program. These materials may be used by us for promotional purposes without cost implication or the need for a separate authorisation from the course participants.

§ 11 Place of court and jurisdiction

Language School and Travel Operator:
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