

§1. Parties of Contract

a. Party A: EIIIE EURASIA Institute for International Education GmbH (hereinafter EIIIE), registered with the Berlin Senate for Education, Youth and Family as a private supplementary school under the no. 05OE06 according to §9 of the Private School Act and in the Company Register under no. HRB 143026 B and represented by the Managing Director, Mr Andrew J. Geddes.
b. Party B: Student applying for an educational programme and/or services offered by Party A, hereinafter student. If Student is a legal minor the contract partner is the parent or legal guardian. If Student is part of a group, the sponsoring institution assumes additional legal and financial responsibility as contract partner.

§2. Validation of Contract

a. Student enters into a legally binding study abroad contract on signing by Party B and agrees to follow all related agreements.
b. Payment of application fees is required (§4a) unless otherwise agreed.

§3. Conditions of Application

a. Student is at least 18 years of age. Parent/guardian must sign for legal minors. All signatories are to attach a passport copy.
b. Party B confirms having sufficient resources to fund all relevant education and living expenses. See §6a and §10.
c. Student is a healthy candidate. All students must have EIIIE travel insurance including liability, health and accident insurance without excess. Student must provide complete information regarding medical conditions which could be relevant to health and safety and assumes all responsibility if failing to do so.
d. Pathway students must prove eligibility using final or predicted transcripts/grades within 14 days of signing with authentic hard copies which then become part of the contract.
e. The student can waive a level or levels by providing a respective success certificate from an ALTE certified institution, by the submission date of his application form. For each waived level the early bird discount (see §4b) is reduced by 20%.
f. Student must confirm the authenticity of all documentation and correctness of personal information and take part in the pre-visa briefing. Documents must be complete, exhaustive and accurate. Student will bear any costs and legal consequences resulting from failure to observe the above. Visa denial due to false or incomplete documentation will be treated as a cancellation for which student pays cancellation fees (§10). The same applies if student fails to organise the financial

§4. Payment Schedule and Methods

a. Application fees are payable within 7 days and are non-refundable.
b. Early-bird discounts are granted only if a minimum deposit of 25% of the booked package is received within 14 days of receiving the invoice.
c. Balance of deposit for tuition fees is payable within 7 days on receipt of the university offer letter copy and before visa application.
d. Balance for accommodation, insurance, transfer, bank charges is due in full before visa application and at least 4 weeks before arrival if a visa is not required.
e. Coaching services performed by local partner are payable directly by the student. Payment for coaching abroad may be collected as a transitory item by EIIIE and transferred to the partner. The billing for such services is made by order and on account of the partner according to the services provided and the relevant prices.
f. Concursancy Charges: Additional service charges levied by the local partner are not regulated by EIIIE.
g. Methods of Payment: Bank transfer, credit card, bitcoin and PayPal are accepted. Student must bear all transaction charges as well as the transfer risk. Student agrees to pay an additional transaction fee of 3.5% on any payment made using a credit or debit card.
h. EIIIE may charge fees and interest on overdue payments at 5 points above the basis rate in the EU according to §288 BGB.
i. Terms mentioned in application forms, offer letters and currently applicable price lists also apply in addition to these general terms and conditions.

§5. Tuition delivery, Class Size and Learning Assessment

a. On contract validation and receipt of fees, EIIIE delivers the educational programme as per the relevant service tier.
b. The following components are compulsory if offered: assisted self-study, blinklearning LMS, face-to-face online classes abroad, in Berlin and on a university campus.
c. EIIIE determines the location, duration and intensity of each phase to maximize student's chances of successful completion.
d. Fees for self-study and live online courses are non-returnable as soon as the course login details have been sent to the Student.
e. Language tuition groups have about 12-15 students on average. The number may be exceeded up to 18 in exceptional cases, e.g. due to repeating a level within the success guarantee. Group sizes at university may be larger. For groups of 8 or less students, the duration of classes may be shortened by up to 50%.
f. Pathway programmes encompass up to 32 weeks of language tuition depending on the programme including up to 5 CEFR levels (A1-C1) and one additional university entrance exam prep course.
g. Courses are organised in the morning, afternoon or evening. The student is always informed about his classes accordingly.
h. Student's learning progress is regularly evaluated through level tests. All students must pass a level test to proceed to the next level.
i. Telc B2 and C1 exams are held regularly for CEFR levels. Student must register for each exam in time. Pathway packages include fees for one telc exam only. The student must apply for other exams in advance. External exam fees are not included.

§6. Special Terms for Pathway Programmes

§6.1 Special Terms for Academic Pathway Programmes

a. University procedures vary and are confirmed on application in writing to student with the offer letter.
b. Qualified students receive an offer letter or confirmation of eligibility before departure from their home-country. Admission and matriculation are not guaranteed unless specifically stated and are subject to fulfilling specific requirements.
c. During the pathway student must pass all level tests as well as any additional test required by the university.
d. Pathway students with success guarantee who do not pass the final exam may repeat exam prep courses if they register within 4 weeks of getting their exam results and have 100% attendance.
e. University placement counselling is restricted to one university only unless specifically mentioned in the service tier booked.
f. If student is not qualified for university entrance and the application is stopped prematurely on the decision of student then the fee may be returned after deduction of all costs incurred in the application process. This will amount to a minimum of 250€. Transfer to a vocational or career pathway may be made free of charge.
g. 250€.

§6.2 Special Terms for Career Pathway Programmes

a. Students in the career pathway will progress to paid employment, paid traineeship or paid dual studies programmes on completion of the pathway including job application and interview procedures and fulfilment of employer's criteria. EIIIE coaches and supports the student in the job application process to enter the soonest possible intake based on availability and demand. The student must show personal initiative in the process and prepare himself properly at all stages. There is no guarantee that any particular employer will hire the student for any particular intake.
b. Student applies for visa after receipt of the employment or traineeship contract. The commencement of the traineeship, dual studies or employment may be delayed vor a variety of reasons including failure of the student to complete the application or interview successfully, failure to follow programme guidelines, delay in visa or other third party procedures, or changing demand.
c. 250€.

§7. Obligations of Student

a. Student must confirm the authenticity of all documentation and correctness of personal information and take part in the pre-visa briefing. Documents must be complete, exhaustive and accurate. Student will bear any costs and legal consequences resulting from failure to observe the above. Visa denial due to false or incomplete documentation will be treated as a cancellation for which student pays cancellation fees (§10). The same applies if student fails to organise the financial

backing required to apply for student visa. If there is a delay in the visa process, Student is obliged to follow courses provided by EIIIE whether online or offline. If a German consular office requires a certain exam such as Goethe Institute, telc or ÖSD then the student must register for the same at his own cost.

b. Student is obliged to complete all phases of the pathway programme in the foreseen schedule. This involves moving to the location of the course in time for the course to begin, as well as passing all necessary exams. Failing an exam does not entitle student to cancel.

c. 100% punctual attendance is obligatory whether in online or offline courses. Teachers may exclude late students from the classes. In case of sickness

Party B must inform the school immediately so that parents can be informed and consulted if necessary.

d. In pathway packages with success guarantee the student may repeat a course level free of charge provided student has 100% attendance and full fees have been paid. Exceptions are made for official doctor's notes and unavoidable university or immigration appointments.

e. A student with less than 100% attendance who fails a course level must pay 120€ per week to repeat the level. Repetition may be subject to delay if a class seat is not available. Fees are payable for additional exams and are subject to change without notice.

f. If student continues to be absent without permission after receipt of a warning, he/she may be ex-matriculated – tuition fees will not be returned. If Student has a visa for the programme and does not attend courses, EIIIE is obliged to inform the immigration authorities. Abuse of visa will lead to deportation.

g. Student signs the arrival form and sends to arrivals@eiiie.eu for reconfirmation at least 20 working days before the planned starting date. If student fails to keep to this procedure, services are not guaranteed and student pays for resulting costs.

h. The student is to participate in any registration seminar and placement test, if invited. EIIIE reserves the right to place student in a higher or lower course depending on test performance. A placement to a higher course does not entitle to any refund or deduction.

§8. Special Terms for Group Bookings including Legal Minors

a. Validity of Contract: The contract is valid if the application is made by the deadline and the minimum number of students is given. The deadline for application is 4 weeks before the start date for students not requiring a visa or 2 months if a Schengen visa is required. The minimum number of students for a group booking or camp is 15 persons. If the minimum participation number has not been reached by the application deadline, EIIIE reserves the right to cancel the booking.

A full refund of all fees paid will be issued if EIIIE cancels the booking. Claims for damages due to cancellation are invalid.

b. Programme Content: EIIIE is responsible for the planning and realisation of the programme content as agreed on with the contract partner. The programme begins and ends with the airport transfer. The provisional program is released after confirmation of booking. Activities are offered every day and at least one full-day excursion each weekend. The activities and timing of the programme depend on the service tier booked. EIIIE reserves the right to make alterations in the program and adjustments to the timetable.

c. Accommodation and Board: EIIIE provides accommodation in hostels, homestays or hotels with B&B, half-board or full board depending on the service tier booked. Meals may be given at the accommodation, restaurants or at the school canteen, or handed out as packed meals, meal vouchers or in cash form. Special dietary needs MUST be written and given in the booking form - failure to do so will mean that EIIIE cannot guarantee meeting these needs. Timing of meals is flexible and is timed to fit in with the activities and class schedules.

d. Unforeseen Circumstances: if visa refusal causes the participation number to drop below 70%, EIIIE may cancel the booking up until two weeks before the arrival day. In this case EIIIE may offer a suitable alternative during the same period. If the student does not accept the alternative offer, a refund of fees paid will be made after deduction of any costs according to §10. The services can be adapted to the budget of the actual number of participants.

e. Payment Issues: For custom-made GROUP bookings, the contract partner is the group owner, such as school or university. **Party B** may have to pay reservation fees to third-parties such as hotels. These will be mentioned in the invoice and are in most cases non-returnable. The price quoted is valid for the number of students originally agreed on in the contract. The contract partner is obliged to pay the agreed total amount even if some students cancel. If the contract partner is unable to pay the said amount, EIIIE reserves the right to adjust planned activities within the adjusted budget.

f. Supervision and Care: **Party B** agrees that the full responsibility of providing supervision and care to the students whether adult or legal minor is transferred to the group leader representing **Party B** and accompanying the group from their home country. The contract partner agrees that the role of EIIIE and its staff is limited to the support of the group leader in supervising the group and to informing **Party B** of any potentially harmful situation.

g. Exclusion of Liability: EIIIE bears no liability for injuries or damage to life or health unless it can be proven that the same were caused by gross negligence on the part of EIIIE or its authorized staff. EIIIE cannot be subjected to legal or financial claims unless their staff has acted with gross negligence, intent or violation. **Party B** accepts responsibility for any damages or costs that might incur. EIIIE cannot be made liable for any damages or losses incurred to personal property. EIIIE may pursue legal recourse if damage claims are raised by the contract partner.

h. Behavioural Code: Student agrees to respect the regulations and rules set out. EIIIE will take disciplinary action if these are broken. The students agree to follow the German laws and behave appropriately and respectfully towards the organizers and others. The use of alcohol, drugs and tobacco by the student is not permitted at any time. If the student disobeys this policy EIIIE will issue a final warning. If the warning is fruitless, EIIIE may exclude the students from activities and in severe cases send them home. In such cases the legal guardian must bear the additional travel costs as well as any payments for damages. Participation fees cannot be refunded.

i. Accompanying of Juniors: Juniors must be accompanied by the **Party B** group leaders at all times of day. It is not permitted for juniors to leave the group or their group leader at any time. Should any student leave the group without permission, the group leader is obliged to issue a warning and to contact the student's guardian. The group leader is fully responsible for the student's health and safety. Juniors living unaccompanied at a homestay and travelling to and from school alone are responsible for their own safety unless otherwise agreed with the contract partner. Pupils are not permitted to leave their group unaccompanied by an adult at any time, no matter whether during activities, lessons or while at the accommodation.

§9. Special Terms for Long-Term Accommodation Bookings

a. Contract Object: EIIIE provides long term accommodation for students according to availability.

b. Contract Validity: Student enters a legally binding accommodation contract on signing and EIIIE reserves the same for the student.

c. Accommodation Standards: Student has a single room to study, sleep and store belongings. Kitchen, laundry and bathroom facilities are shared. Public transport from accommodation to EIIIE may take up to approx. one hour.

d. Arrival and Postponement: The rental contract begins on the day stated in the arrival form. Delays in arrival do not entitle student to a reduction of payment. If an accommodation booking is terminated due to visa refusal and the student informs EIIIE in writing within 3 days of visa refusal the contract may be cancelled free of charge. Failure to inform EIIIE of visa refusal will result in cancellation charges according to Paragraph §10a, whereby the minimum fee is 250€.

e. Rental Payment: The weekly rental fees charged include rent, administration, heating, electricity and all utilities. Additional fees may be charged for regular, intermediate and final cleaning as well as heavy-duty maintenance cleaning.

f. Accommodation Extension: To extend the contract after arrival, an additional booking

must be made at least 6 weeks in advance and is subject to availability. If unavailable, EIIIE may offer other options than the initially booked accommodation.

f. Change of Accommodation: If student requires replacement accommodation due to personal preference or is asked to leave the accommodation due to disregard of the house rules, an administration charge of 250€ per move is payable to EIIIE. All removal costs are paid by student. A replacement is not guaranteed by EIIIE in this case. Student may not make a private rental contract with the homestay after the contract with EIIIE ended. If a student should do this anyway, then EIIIE will issue an invoice to the amount of the key-money deposit.

g. Payment for Accommodation: Student pays for the accommodation in full to EIIIE on receipt of the invoice and before receipt of the visa documentation. If visa is not required, full payment is due at least 6 weeks before entering the accommodation.

h. Cancellation of Accommodation: If accommodation is cancelled, the following cancellation fees will be charged: 35% for at least 60 days in advance, 65% for 30-59 days in advance, 100% for cancellation 1-29 days in advance. After arrival there is no possibility to cancel the accommodation for bookings of up to 12 weeks. For accommodation longer than 12 weeks, cancellation notice may be given 8 weeks in advance to the end of the rental month. A cancellation charge of 35% is payable for the cancelled period unless the student is able to provide a new third party to fulfil the contract in his/her place.

i. Security Deposit: Student pays a returnable deposit to EIIIE before renting accommodation to cover breakages, loss of keys, damages not covered by the insurance, failure to pay rent and unpaid telephone bills as well as cleaning, decorating and repair charges. The fee is returned in full after receipt of the signed deposit release form and the police registration from the new address. The forms are to be handed in within six weeks of leaving the apartment. All necessary documents are available from EIIIE. Failure to do this will result in a 250€ charge being deducted from the deposit as this causes unnecessary expenditures to EIIIE. Deposits are returned to student by bank transfer only. Cash returns are not made under any circumstances. If student does not leave the accommodation on expiry of contract, then an administration charge of 100€ per week will be charged to student in addition to the monthly rent. If leaving the country after the course, student must complete deregistration formalities with the police.

k. Damages and Insurance: Student must document all damages to the accommodation in a check-in and check-out report. Student is obliged to report all damages immediately and is responsible for all new damages when leaving the accommodation. The compulsory liability insurance includes a 10% excess - minimum 100€ per breakage or damage - within rented property. Student must pay for any breakages not covered by the liability insurance and must leave the accommodation clean and tidy with furniture in its original condition.

l. House Rules and Regulations: Student must adhere to the house rules concerning living in the homestay or student residence. If not observed, EIIIE may terminate the contract notice and may decline to find a new accommodation for student. Student must read and sign the house rules before entering the property. The signed house rules constitute a part of the study abroad contract.

§10. Termination of Contract and Refund Policy

a. Refunds in Case of Visa Refusal: The student is entitled to a refund only in case of a visa refusal. Refunds will not be made under any other circumstances. If the German Consulate requires or enables student to attend part of the course on a Schengen visa, then this may not be construed as a denial of visa and student should follow the instructions of the Consulate. Course fee deposits and other fees paid will be refunded in full after deduction of services used provided the visa was refused in written form by the German Embassy or Consulate and the appeal has failed. If student wishes to end the procedure without undergoing appeal procedure then a cancellation charge of 8.97% of total fees invoiced will be levied. In order to apply for the refund the Student must provide the original refusal letter from the embassy, a copy of all pages of the passport used and the return of all original documents given to student for visa application. If the visa was refused due to the inability of student and/or parent/guardian to prove sufficient finances to cover living costs, then the case will be treated as a normal cancellation subject to a minimum cancellation fee of 35% of the total fee (see §7a). Costs incurred by EIIIE (pre-arrival support, application fee, courier fees, bank charges, appeal fees, any language programmes within the framework of the multi-phase programme such as face-to-face or online classes, exam fees, renewal of the university offer letter, accommodation fee etc.) will be deducted from the deposit made.

b. General Refund Policy: After receipt of student visa, course fees cannot be refunded under any circumstances. In countries where visas are not required to participate in the course, the minimum cancellation charge for non-participation for whatever reason is 35% of total invoice. Should the cancellation be made for any other reason before issuance of visa the following cancellation charges apply: 35% for 60 days or more, 65% for 30 to 59 days and 100% for 1 to 29 days before course start date. If student stops a course or service prematurely, this does not qualify student for a refund of fees. This also applies to third party programmes with surcharge fee (see §10d). Furthermore, finishing the course early as a result of passing the relevant examination, jumping classes or being already accepted and enrolled in a university or a foundation college do not entitle student to a refund.

c. Cancellation of Insurance: After issuance, cancellation of insurance is not permitted unless student is formally matriculated at a university and holds a valid state student insurance policy. This does not apply to insurance for part-time jobs. Insurance is a legal requirement and cannot be cancelled without providing proof of insurance. In this case a 35% cancellation charge is payable on the unused portion of the insurance. One month's notice must be given and a minimum cancellation fee of 35€ will be charged.

d. Cancellation of Third Party Pathways with Surcharges: The following cancellation charges are made for programmes with surcharges: 10% if the student fails to qualify twice by failing the entrance exam; 20% if the student fails once and is accepted elsewhere; 35% for quitting voluntarily. These charges apply to the surcharge and are additional to the cancellation fees mentioned in §10b.

§11. Jurisdiction, Severability and Mediation Procedures

a. This contract is valid from the date of signing by **Party B**.
b. Should any disputes arise out of this contract, the same will be regulated according to German law. Place of jurisdiction is Berlin.

c. EIIIE is willing to participate in mediation procedures should an unsolvable dispute arise within the framework of this contract. Consumers may approach the relevant mediation organ of the European Union in such cases <http://ec.europa.eu/consumers/odr/>.

d. Severability Clause: If any clause, or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be replaced by a clause which conforms to the law and which comes closest to the original purpose of the clause while the remainder of this Agreement shall continue to be in full effect.

EIIIE reserves the rights to make changes to the Terms and Conditions **without notice**.