

## 1. Validity of the General Terms and Conditions of Business

1.1. The following General Terms and Conditions of Business ("GTC") apply to all business relationships between Berlitz Austria GmbH, registered company FN 92298 h (hereinafter "Berlitz") and the customer. The version of these valid at the time the respective contract is concluded shall be authoritative.

Customers within the meaning of these Terms and Conditions of Business are both consumers and entrepreneurs. Consumers within the meaning of the Terms and Conditions of Business are natural persons who enter into a legal transaction without them acting in the exercise of or for the purpose of a commercial or independent professional activity. An entrepreneur within the meaning of these Terms and Conditions of Business is a natural or legal person or a partnership with legal personality with whom business relations are entered into and who act in the exercise of their commercial or independent professional activity.

1.2. Certain services and/or products offered by Berlitz can be subject to separate contractual and/or registration conditions, thereby supplementing the provisions of these GTC. These shall be referred to separately in connection with the respective service/product in the product-specific terms and conditions (see Section 5 of these GTC). Insofar as such separate, special terms and conditions for individual products/services deviate from these GTC, the provisions of the special terms and conditions shall take precedence over the provisions of these GTC.

1.3. Deviating, conflicting or supplementary general terms and conditions of business, even if acknowledged, shall not become part of the contract unless their validity is expressly agreed.

## 2. Conclusion of contract

2.1. If nothing else has been stipulated for special offers, the offers from Berlitz on the internet and the Berlitz teaching contracts constitute binding offers to the customer to conclude a corresponding contract with Berlitz. The customer can accept these offers by placing an order. When an order is placed on the internet, the contract is concluded when the customer's order is sent to Berlitz.

2.2. Products can be ordered online via the Berlitz online shop. The customer has the opportunity to check, correct or delete his or her details up to the end of the ordering process. Input errors can also be corrected by navigating backwards through the browser or aborting the order and starting from the beginning. To complete the order, the customer must accept the respective conditions and confirm the purchase. The customer will then receive an order confirmation via email. Berlitz stores the order and the order data that has been entered. The customer will receive an order confirmation by email and can access the current GTC online at any time and print them out.

2.3. In other respects, i.e., outside the online ordering option via [www.berlitz.com/en-at](http://www.berlitz.com/en-at), the contract between the user and Berlitz is concluded by signing a teaching contract provided by Berlitz or a binding registration form. Both are also concluded exclusively under the validity of these GTC. Delivery of this shall be made by email, by post or by fax. Written instruction contracts state and describe the course or service being booked.

2.4. Times and appointments stated by Berlitz are agreed subject to availability of appropriate instructors. If an instructor is unable to keep an appointment, Berlitz shall try to find a substitute. Customers do not have the right to be taught by a particular instructor. If lessons or programs are missed, Berlitz shall offer substitute lessons and programs accordingly. Berlitz agrees that if this is not possible in a particular case, Berlitz shall notify the customer at once and upon completion of the program reimburse the customer for any and all lessons that have been paid for but not completed. A change of instructor can be part of the Berlitz method and does not entitle the customer to withdraw from the contract or cancel it. Berlitz is not liable if the customer fails to achieve a particular level of learning and educational success. The statements by Berlitz about the lessons needed to achieve a particular instructional objective are based on many years of experience and can differ from what is actually required in individual cases.

## 3. Consumer withdrawal rights for distance selling contracts and for contracts concluded outside of business premises

### Information on right of withdrawal

#### Right of withdrawal

You are entitled to withdraw from this contract within 14 days without stating any reason.

The withdrawal period is 14 days from the date the contract was signed.

To exercise your right of withdrawal, you must inform us (Berlitz Austria GmbH, Mariahilferstraße 27, 1060 Wien, Tel: +43-1-586 56 93, E-Mail: [shop-ruecktritt@berlitz.at](mailto:shop-ruecktritt@berlitz.at)) of your decision to withdraw from this contract in a clearly-worded declaration (e.g. by letter or email). You may use the enclosed model withdrawal form for this purpose, however this is not obligatory. If you use this option, we will immediately send you confirmation (e.g. by email) of receipt of your declaration of withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We shall carry out such reimbursement using the same means of payment as that used by you for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you ask for the performance of services to begin during the withdrawal period, you shall pay us an amount which is in proportion to the services provided up to the point when you communicated to us your withdrawal from this contract, measured against the full scope of the contract.

The right of withdrawal applies only to consumers and not to entrepreneurs. Moreover, this right of withdrawal applies to consumers only in the context of contracts concluded outside of business premises and so-called distance contracts, i.e. contracts which are negotiated and concluded between the entrepreneur or someone acting in his/her name or on his/her instructions and the consumer exclusively using means of distance communication, unless the contract is not concluded in the context of an organized distance sales or service-provision scheme. Means of distance communication are all means of communication which can be used to initiate or conclude a contract without the simultaneous physical presence of the contracting parties, including but not limited to: letters, catalogues, telephone calls, faxes, emails, mobile text messages (SMS), radio and television.

#### Special note regarding online programs

In the case of digital learning solutions that are not provided on a data carrier, the right of withdrawal shall expire at the beginning of the execution of the contract – for example, when the login to a portal has taken place and the first course unit has been started. The customer agrees to this point within the framework of these GTC.

**Model contract withdrawal form**

(If you wish to withdraw from this contract, please complete this form and return it to us.)

An  
Berlitz Austria GmbH  
Mariahilferstraße 27  
1060 Wien

E-Mail: shop-ruecktritt@berlitz.at

I/We hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)

- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is delivered in paper form)
- Date

(\*) Delete as appropriate.

**4. Statements of prices and payment conditions**

4.1. Berlitz services and products are charged at the prices that applied when the order was placed.

4.2. The prices stated on [www.berlitz.com/en-at](http://www.berlitz.com/en-at) or in Berlitz marketing and sales documents are final prices and include statutory value added tax insofar as this tax is chargeable for the service or product in question. Face-to-face language instruction is exempt from value added tax in Austria (§ 6 (1) Z 11 lit. a UStG 1994) - meaning no value added tax is charged in this case – and this exemption also applies to certain other products. A corresponding statement is made as part of the offer or when booking via the Berlitz onlineshop.

4.3. The applicable prices are derived from the description of the service or product. The user agrees to pay this price. Payment is due when the service or product is ordered. This does not affect the right to claim further damages.

**4.4. Payment methods**

**In a Berlitz language centre:** Payment for products or services booked via a Berlitz centre can be made by bank transfer. In some centres, it is also possible to pay by EC card or credit card. Payment in cash is not possible.

**Via the Berlitz online shop:** For products and services that can be booked online, payment in the online shop can be made by various payment methods. The payment is processed via various payment service providers, which are named below.

Payment for Kids & Teens language camps in the online shop is made via the franchise partner Ferien4Kids Meister & Co OG.

Payment for all other products and services in the online shop at [www.berlitz.com/en-at](http://www.berlitz.com/en-at) can be made by credit card or online bank transfer. This payment processing is handled via Adyen, Adyen Headquarters; Simon Carmiggelstraat 6-50; 1011 DJ Amsterdam.

**4.5. Terms of payment**

Depending on the program booked, an additional service charge for consultative and administrative expenses may apply. The exact amount is shown in the booking process as “service charge”.

The customer is obliged to pay the tuition price stated in the offer as well as the service charge, as applicable, before the beginning of the program unless the instruction was booked online and other payment dates apply. In the case of an instalment payment agreement, the first instalment shall be due at that time. From the date of booking, further instalment payments will be made as per the contractually agreed due dates. The contract concluded between the customer and Berlitz also serves as a (recurring) invoice.

Incoming payments shall always be set off against the oldest receivable insofar as nothing else is specified at the time of payment. Lessons that have been paid for but not taken shall be deemed to have been forfeited three years after the end of the year in which the right to take the relevant lessons began, unless the contract or program duration specifies otherwise (see Section 5).

**4.6. Default in payment**

In the event of a default in payment, Berlitz can suspend continuation of all ongoing orders without prejudice to the exercise of any other rights.

**5. Special product-specific terms and conditions****5.1. Scope of application**

The individual terms and conditions applicable for each product are available at [www.berlitz.com/en-at/terms-conditions](http://www.berlitz.com/en-at/terms-conditions) and contain important information relevant to the conclusion of the contract. These include, among other things, terms of payment, scope and duration of the program, number of participants (group size), duration of the course units (possibly including breaks without lessons), cancellation and withdrawal periods, information on possible cancellation fees or refunds as well as information on the duration of the contract, introduction (orientation session), determination of the individual lesson plan, on possible conversions if the minimum number of participants is not reached or on other product-specific features.

**5.2. Special note regarding termination**

For face-to-face or online group courses which have already commenced, the following applies: If the customer is unable to take part in a lesson (for example due to illness, holiday or professional obligations), the instruction fees must be paid. A termination without notice, either by the customer or by Berlitz, shall be possible only for good cause. If the customer does not comply with the payment obligations and is thus in default, then Berlitz is entitled to cancel the contract without notice. If the customer continues to participate in lessons following the expiry of the agreed duration of instruction, then this shall be deemed to be an extension of the contract in accordance with the contractual conditions then current.

Separate or differing written agreements between the customer and Berlitz are possible. Reimbursement of fees for lessons that have been paid for but have not been taken is excluded after expiry of the statutory limitations period. Reimbursement of the costs for teaching materials that have been paid for and delivered and reimbursements of service charges shall also be excluded.

The customer shall have the right to prove to Berlitz that the expenses saved by the cancellation provide justification for a significantly lower cancellation fee or for no cancellation fee.

The right of Berlitz or the customer to terminate immediately for good reason shall not be affected by this.

Notice of cancellation must be provided in text form to be effective.

**5.3. Special notes regarding face-to-face and online group courses****Start dates**

Start dates can be found from the information on the Berlitz website, in sales documents or during a consultation at your local Berlitz Centre or online.

**Learning progress**

After consultation and in agreement with the course participant, Berlitz may move a customer into another group for pedagogical reasons if this is deemed to improve the learning progress of the whole group or of the individual customer.

**Courses for kids and teens**

The following rule applies to group courses for kids and teens: If a child disrupts a course in a way that prevents the other children from participating in lively language tuition, then the course instructor is entitled to refuse this child future participation in the children's program. In this case, all course fees for future lessons that have not been used but have already been paid for shall be reimbursed by Berlitz.

#### 5.4. Special notes regarding all online programs

##### Technical requirements and responsibility

The minimum technical requirements for participation in Berlitz online programs are available at [www.berlitz.com/en-at/terms-conditions](http://www.berlitz.com/en-at/terms-conditions) can be subject to continuous modification due to technical changes.

The customer is responsible for ensuring that the technical requirements for access to and use of the respective services booked are met. This applies in particular with respect to the hardware and operating system software used, the internet connection, the firewall settings (if any) and the current browser software. The customer shall carry out necessary and reasonable adaptation measures him or herself and bear the costs for the internet connection in order to access the online course.

Berlitz accepts no guarantee whatsoever that the services offered by Berlitz can actually be used with the computer of the participant.

##### Access data

When placing an order, the customer shall state the names of the participants and assure Berlitz that these persons are aware of these GTC and shall adhere to them. Only those persons who are assigned a user name and a personal password shall be granted access to an online service. You expressly undertake to protect the access data and passwords received in the customer area in such a way that unauthorized use of Berlitz services by third parties is impossible. The service in question is a time-limited service. Berlitz does not grant its customers reimbursement for any licenses that are rarely used or not used at all.

##### Recording of live online lessons

The customer agrees that certain live online programs (see Section 5) may be recorded in the Berlitz Online Classroom and made available to participants in their portal afterwards.

#### 5.5. Special Conditions Kids and Teens Camps

Please read the special GTC for Kids and Teens Camps available at [www.berlitz.com/en-at/terms-conditions](http://www.berlitz.com/en-at/terms-conditions)

#### 5.6 Quality assurance

Berlitz Austria GmbH is certified according to ISO 9001 and ISO 21001 / ISO 29990. The customer therefore agrees that an educational specialist employed by Berlitz may sit in on a lesson – face-to-face and online instruction – for the purposes of quality control.

#### 6. Terminations in text form

All contracts concluded with Berlitz can be terminated in text form.

#### 7. Liability

7.1. Berlitz shall be liable for damages only in the event of intent or gross negligence. Berlitz shall also be liable for the negligent breach of essential contractual obligations (cardinal obligations), i.e. those obligations, the breach of which would endanger the achievement of the purpose of the contract and upon compliance with which the other party to the contract can normally rely. In the case of damages caused by slight negligence, Berlitz and its vicarious agents shall only be liable in the event of a breach of an essential contractual obligation; the amount of liability shall be limited, however, to the damages foreseeable and typical for a contract at the time of conclusion of the contract.

7.2. The above exclusions of liability shall not apply in case of loss of human life, bodily injury or damage to health. The provision of the Austrian Product Liability Act shall remain unaffected by this clause. Exclusion or limitation of the liability of Berlitz shall also apply to the personal liability of its legal representatives, employees and other agents.

#### 8. Advertising

Berlitz uses and processes the personal data of each customer for its own promotional purposes by sending the customer information about goods or services which are similar to those already ordered or booked by the customer. The customer can revoke permission to this use of his or her data at any time by sending an email with subject line "Data Protection" to [unsubscribe@berlitz.at](mailto:unsubscribe@berlitz.at).

#### 9. Final provisions

9.1. The law of the Republic of Austria shall apply to the exclusion of the UN convention on the International Sale of Goods (CISG). If the customer is a consumer, this choice of law shall only apply insofar as this choice does not cause the consumer to be deprived of the protection provided by mandatory provisions of the law of the country in which he or she normally resides.

9.2. In the event of a dispute concerning the meaning or interpretation of a provision in the English translation of these General Terms and Conditions and where any doubt arises, the German version shall be authoritative.

9.3. The place of jurisdiction shall be the location of the headquarters of Berlitz Austria GmbH, i.e. Wien, insofar as the customer is not a consumer but a merchant, a legal entity of public law, or special assets under public law, or the customer has relocated his or her residence or usual place of abode to outside Austria after concluding the contract with Berlitz, or the customer's usual place of abode is not known at the time the action is brought.

9.4. Changes and supplements to this contract must be made in text form. Should any of the above provisions prove to be ineffective, the statutory provisions shall apply. The principle of the priority of individually agreed terms applies vis-à-vis consumers.

#### 9.5. Online platform (ODR platform) for out-of-court dispute resolution

Within the framework of our online offer we are obliged to refer you to the European Commission's Online Dispute Resolution (ODR) platform. This can be accessed via the following internet address: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)

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