General Terms & Conditions

1. Scope of application

(1) These General Terms and Conditions (hereinafter referred to as **“GTC”)** apply to the legal relationship between Katrin Johanna Tebbe, Tegernseer Straße 52, 83734 Hausham (hereinafter referred to as **“KJTebbe”)** and the customer (hereinafter referred to as **“customer”** or **“ you”)** in connection with our following services :

- Private lessons for adults in German as a foreign language and/or German as a second language
- Lessons are conducted one-on-one live online

(hereinafter referred to as **"lessons")**

(2) Deviating and/or extending beyond the scope these terms and conditions
The customer's terms and conditions will not become part of the contract.

2. Teaching units, time frame for use

(1) Lessons can be booked in 50-minute increments. These lessons can be booked as monthly packages.

(2) Lessons are personal and not transferable to third parties.

3. Contract duration for fixed-term contracts

(1) The contract term shall be the minimum term agreed upon in each case and
The contract will automatically renew indefinitely unless terminated by either party at least three weeks prior to the end of the initial term. The renewed contract may be terminated by either party at any time with three weeks' notice.

4. Customer cancellation and no-show

(1) **Rescheduling of Lessons**
Rescheduling lessons is possible up to 24 hours before the start of the lesson via email or
WhatsApp.

(2) If a lesson is not rescheduled 24 hours before the start of the lesson
If the lesson is postponed, the entitlement to this lesson expires without replacement and the booked monthly package is reduced by one lesson.

(3) There is no entitlement to a refund of pro rata costs.

(4) **Delay**
If the customer does not join the lesson within 15 minutes of the agreed time

of the start date of a scheduled lesson, or fails to attend a scheduled lesson without cancelling/rescheduling 24 hours in advance. The lesson is deemed expired. There is no entitlement to a partial refund.

(5) If the lesson starts late because the customer missed the scheduled time
If a student joins the lesson late, the lesson will still end at the scheduled time.

(6) **Failure to appear**
If a lesson cannot take place due to technical reasons attributable to the client, the lesson is forfeited. There is no entitlement to a proportional refund.

(7) If a student fails to appear without prior notification, the lesson will be cancelled without replacement.

5. Cancelled lesson – Tutor

(1) KJTebbe also undertakes to of course give the customer at least 24 hours notice in advance about any possible postponement via email and/or WhatsApp and to coordinate a replacement lesson with the customer.

(2) If the lesson is cancelled or shortened for reasons attributable to KJTebbe, the lesson or the missing time will of course be made up.

(3) Further claims against KJTebbe are expressly excluded.

6. Provision of documents

(1) Visual aids, exercises, concepts and other documents and/or
Materials in digital form (hereinafter referred to as **"documents")** that KJTebbe provides to the customer temporarily or permanently in connection with the lessons may only be used by the customer for the intended private learning purposes.
It is not permitted to pass this information on to third parties or to use it for commercial purposes.

(2) Reproduction, distribution, making available to the public or any other public display of the documents is not permitted without the written consent of KJTebbe, subject to limitations on copyright law.

7. Customer's duty to cooperate, indemnification obligation

(1) The customer is obliged to cooperate as necessary, in particular to promptly deliver materials, content and/or templates that he wishes to have considered in a form or quality suitable for implementation, as well as to promptly provide all other information, documents and data required for the service upon request.

(2) Materials and content provided by the customer must not infringe on third-party industrial property rights or third-party intellectual property rights, such as...

Name rights, trademark rights (brands, designs) or copyrights. The customer assures KJTebbe that they have the necessary rights to the materials and content they provide for the contractual services and that no third-party rights are infringed.

8. Customer's technical requirements for smooth participation in the Live online lessons

(1) In order to ensure smooth participation in the scheduled live online teaching sessions via video conference (e.g. Zoom), the customer is responsible for ensuring that the necessary technical requirements are met in order to participate in the teaching session.

(2) This includes a suitable device (PC, laptop, tablet, etc.) that is state-of-the-art, a stable internet connection, a webcam, a headset/headphones with microphone, and the use of common, up-to-date browsers.

9. Remuneration, payment and invoicing

(1) The invoiced amount is payable in full in advance. Coordination and specific scheduling of the teaching units will only take place after confirmed receipt of payment.

(2) Accepted payment methods are direct bank transfer to Katrin Johanna Tebbe's bank account. Credit card payments and payments via PayPal are not accepted.

(3) Invoices will be issued in euros (plus VAT if applicable) and are payable within 7 days.

10. Limitation of Liability

The following applies to KJTebbe's liability for damages:

(1) KJTebbe is liable in accordance with statutory provisions for intentional acts and gross negligence, including those of its agents. The same applies to damages resulting from negligent injury to life, body, or health.

(2) In the case of negligently caused property damage and financial losses, KJTebbe is only liable for breaches of essential contractual obligations, but the amount of liability is limited to foreseeable and typical damages at the time of conclusion of the contract; essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.

(3) Furthermore, KJTebbe excludes all liability, regardless of its legal basis.

(4) The exclusions and limitations of liability set out in paragraphs (1) to (3) above shall also apply mutatis mutandis to the vicarious agents of KJTebbe.

(5) Liability arising from the assumption of a guarantee or under the Product Liability Act remains unaffected by the exclusions and limitations of liability in the preceding paragraphs (1) to (4).

11. Choice of law, place of jurisdiction

(1) German law shall apply exclusively. This applies to consumers.
Choice of law only insofar as it does not restrict any mandatory legal provisions of the state in which he has his domicile or habitual residence.

(2) The place of jurisdiction in transactions with merchants, legal entities under public law or special funds under public law is the company's registered address.
However, KJTebbe is entitled, at her discretion, to bring legal action at the customer's location/residence/place of business.