

## Terms and Conditions “Online telc preparation course incl. telc exam

### 1. Provider

The online telc preparation course incl. telc exam is supported by speakeasy Berlin GmbH, based at:  
Warschauer Straße 36  
10243 Berlin  
Tel: +49 30 60 95 41 49  
[info@speakeasy.berlin](mailto:info@speakeasy.berlin)  
Amtsgericht Charlottenburg HRB 166921 B

### 2. Privacy Policy

Speakeasy Berlin processes the personal data of its customers in accordance with the privacy policy available online.

### 3. Scope of Service “Online telc preparation course incl. telc exam”

**3.1** In order to conclude the contract, the client can choose from the available course levels and course types offered on the speakeasy Berlin website. After choosing a course, the client will be asked to log in or register and to choose their method of payment. Up to this point, the client can check and change data at any time. The customer must confirm that he/she agrees to the distance contract and that the data protection regulations have been brought to his/her attention. After the customer clicks on "book with obligation to pay", he/she makes a binding offer to conclude the contract and is redirected to speakeasy Berlin's online payment form, where he/she must enter his/her payment details. After completing the registration process, the client will receive an email containing all course details and a link to the school's terms and conditions. With this email, speakeasy Berlin accepts, subject to and conditional upon full payment of the purchase price, the client's offer and the contract comes into effect. The distance learning contract can be accessed in this form on the website. However, a separate copy of the specific agreement with the customer is not stored. For the conclusion of the contract only German or English is available.

**3.2** Via the link the client receives, he/she can access the digital self-learning content of the course online from anywhere. **Important:** The telc examination of the chosen level and on the chosen examination date will take place at the school's location.

**3.3** It is not part of the scope of the online telc preparation course to prepare the client to acquire the language skills required for the examination. This can be done in a separate language course.

**3.4** Not included in the service price are, among other things, costs for additional working material, e.g. course book, computer hardware or software or additional costs for Internet access.

#### **4. General requirements for participation**

There are no specific pre-requirements to participating in the Online telc preparation course incl. telc exam. It is in the responsibility of the customer to have the necessary language knowledge to successfully sit the exam. For accessing the self-study material of the Online telc preparation course and the live seminar the customers need to have a computer, tablet or smartphone, a modern internet browser (e.g. Mozilla Firefox, Google Chrome, Microsoft Edge) and a stable internet connection.

For the participation in the preparation course it is required to purchase an additional text book. The necessary text book varies depending on the chosen course level:

- For B1: Deutsch Prüfungstraining: Zertifikat Deutsch (Verlag: Cornelsen)  
(ISBN: 978-3060203109; 21,50€)
- For B2: Mit Erfolg zu telc Deutsch B2 (Verlag: Klett)  
(ISBN: 978-3-12-676824-5; 21,99€)
- For C1 and C1 Hochschule: Prüfungstraining telc Deutsch C1 Hochschule (Verlag: telc)  
(ISBN: 978-3-946447-18-4; 17,50€)

#### **5. Registration**

The Registration for the Online telc preparation course incl. telc exam should be completed by the Thursday two weeks before the examination date (by 13 pm). A registration is only binding once the entire registration process has been completed and all fees have been paid in full. Once registered, the examination date and level cannot be changed.

#### **6. Delivery conditions**

The access to the digital course will be delivered as an access link via email, immediately with the start of the execution of the contract.

#### **7. Duration of the preparation course**

The Online telc preparation course is completed with taking the telc exam at the chosen date.

#### **8. Declaration of telc exam procedures**

The exact time of the examination will be confirmed by email no later than 3 days before the examination date. The customer is obligated to regularly check the email address provided on the examination registration form. Should it be the case that no email notification is received at least 3 days before the exam date, the customer is then obligated to contact speakeasy, which takes no responsibility if an email notification is not received. The participation in the examination is only possible when the customer arrives for the examination on time and can provide a valid passport or identification.

#### **9. Expulsion from the exam and telc exam regulations**

The use of electronic devices or other means and/or resources during the duration of the examination is explicitly prohibited. The use of these, or attempting to cheat in any way, will prompt immediate expulsion from the examination. There is no right to compensation.

For the exam day the telc examination regulations apply ([https://www.telc.net/fileadmin/user\\_upload/Informationsmaterial/guidelines\\_for\\_access\\_arrangements.pdf](https://www.telc.net/fileadmin/user_upload/Informationsmaterial/guidelines_for_access_arrangements.pdf)).

During the self-study preparation course the customer will receive all the necessary information related to the telc exam regulations for the exam day. On the exam day itself the customer will be informed once more about all rules and regulations of the telc exam regulations prior to the start of the exam.

## **10. Notification of exam results**

The certificate will arrive at the testing center up to 6 weeks after the examination has taken place. The customer can check the status of the exam online if they chose the regular correction and can personally collect their certificate. In the case that a certificate arrives late, there is no right to compensation.

## **11. Right of withdrawal**

11.1 The customer has a right of withdrawal in accordance with the statutory provisions.

11.2 Since the scope of services includes digital content, the customer must expressly agree to the execution of the contract before the execution of the contract can begin. (§ 356 para. 5 BGB), whereby the statutory right of withdrawal expires. This applies to both the provision and the participation in the telc examination, as both contracts constitute related contracts within the meaning of § 360 BGB.

11.3 Once the execution of the contract has begun, revocation is excluded. Speakeasy Berlin also does not grant the customer any other rights of revocation. In particular, no revocation is possible in the event of being prevented from taking the exam due to illness, late arrival or failure to present a valid ID.

## **12. Cancellation**

As the time period for the course is limited to less than 6 months, there is no possibility to cancel this contract after the execution of its content.

## **13. Exclusion from § 312 ('Fernabsatzgesetz')**

In the event of defects in the services, the statutory provisions shall apply.

## **14. Liability for defects (warranty)**

14.1 If the purchased goods are defective, the provisions of the statutory liability for defects shall apply.

14.2 The customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the seller of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual claims for defects.

## **15. Copyright**

All course material of the online telc preparation course shall only be used for the indicated purpose of preparing for the telc exam. For this purpose, the client receives a right to use the digital online self-materials for the duration of the course. It is not allowed to duplicate, copy, or videotape any of the material provided. It is also not allowed to give third persons access to any of the provided material.

## **16. Amendments and Salvatory Clause**

Should the customer come across user agreements that differ or agree to modifications, additions or ancillary clauses to the agreements made by these Terms and Conditions, such changes will be required in written form. If any provision of these Terms and Conditions, in whole or in part, do not become part of the contract or are otherwise ineffective, the contract will remain valid. In this event, the content of the contract will be in accordance with the statutory provisions.

## **17. Alternative dispute resolution in consumer matters**

Speakeasy Berlin is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

### **Right of Withdrawal**

You have the right to cancel this contract within fourteen days without stating any reason. The withdrawal deadline is fourteen days from the date of conclusion of the contract. In order to exercise your right of cancellation, you must inform us -speakeasy Berlin GmbH, Warschauer Straße 36, 10243 Berlin, e-mail: info@speakeasy.berlin, telephone: (+49) 030/ 60954149 - by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the enclosed Cancellation Form for this purpose, but it is not mandatory. In order to comply with the cancellation period, it is sufficient that you send the notification exercising the right to cancel before the cancellation deadline has passed.

### **Consequences of Withdrawal**

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

### **Please note the special features regarding the right of cancellation for digital content**

For contracts for the delivery of digital content that is not contained in physical data storage, the right to cancellation is lost if we have started the execution of the contract after you have expressly agreed that we may do so before the expiry of the cancellation deadline, and given that you have confirmed your knowledge that you lose your right to cancellation by giving your consent to start the execution of the contract.

## Cancellation Form

If you want to cancel the contract, please fill out this form and send it back to speakeasy Berlin GmbH, Warschauer Straße 36, 10243 Berlin, e-mail: info@speakeasy.berlin, phone: (+49) 030/60954149:

- I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*) / provision of the following service (\*)
- Ordered on (\*) / received on (\*)
- Name of the user
- Address of the user
- Signature of the user (only for communication by paper)
- Date \_\_\_\_\_

\* Please cross out as applicable