



2022

# TERMS & CONDITIONS

klub **d** – Deutsch online



## **Terms & Conditions for klub d – Deutsch online**

Please read the following terms & conditions carefully. These terms & conditions apply to anyone starting a course with *klub d – Deutsch online* (brand Name). These terms and conditions are a contract between you (the student) and *klub d – Deutsch online*. All online courses are provided by *klub d – Deutsch online* under the brand name *klub d – Deutsch online*.

### **Terms of Use**

This website is owned and operated by Britta Giersche and Silvia Fischer under the brand name *klub d – Deutsch online*. The company name will be referred to as *klub d – Deutsch online* herewith.

All intellectual property rights, including copyright in all content and communication belongs to *klub d – Deutsch online*. By reading the Terms of Use you are agreeing that the content and property of *klub d – Deutsch online* cannot be copied, reproduced, modified, stored, redistributed, or exploited commercially in any way without permission from *klub d – Deutsch online*.

### **Terms of Use of this Website**

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## **Definition of Online Courses**

German book club: 6-week course at Intermediate level

German conversation course: 6-week course at Advanced Beginners level

German conversation course: 6-week course at Lower Intermediate level

German conversation course Plus: 6-week courses at Advanced Beginners level

German conversation course Plus: 6-week courses at Lower Intermediate level

German grammar course: 1-week courses at Beginners level

German grammar course: 1-week courses at Advanced Beginners level

German intensive course: 12-week course Complete Beginners

German standard course: 12-week course Advanced Beginners

German standard course: 12-week course Lower Intermediate

All online courses listed on the website <https://klubd.org/> are provided by *klub d – Deutsch online* and are subject to the following conditions:

### **1.Course Requirements**

By starting courses with *klub d – Deutsch online* you (the student) confirm that you meet the minimum requirements for joining the course as defined in the outline for each course.

1.1 In order to book and to attend a course, you must be at least 18 years old at the time of booking.

1.2 You must have a reasonable competence in English language reading, writing, and speaking skills. The course language is German and/or English – as defined in the outline for each course.

1.3 *klub d – Deutsch online* does not accept any liability for any losses, costs or expenses incurred by or on behalf of a student in connection with a student's inexpedient language ability. Before purchasing any of the *klub d – Deutsch online* courses you need to check whether you are at the required German level for the courses. Therefore: Read the course outline carefully and if in doubt, please contact the course tutor before booking.

1.4 You agree to make a full declaration of any information deemed to be relevant by *klub d – Deutsch online*.

1.5 You agree to follow any of the policies and regulations set down by *klub d – Deutsch online*.

## **2. Course booking & fees**

2.1 Bookings are handled by [Eventbrite](#). The person making the booking must be at least 18 years old and by paying for the course accepts *klub d – Deutsch online*'s terms and conditions and [privacy policy](#). You are also responsible for the accuracy of your personal details.

2.2 You must make full payment at the time of booking. *klub d – Deutsch online* does not accept deposit or partial payments or instalment payments. Once your booking has been processed by Eventbrite a contract exists between you and *klub d – Deutsch online* and all terms and conditions apply. Once you have received this invoice please go ahead and check it and inform us of any changes to personal details and contact information.

2.3 Once your booking has been processed by Eventbrite you will be emailed a Zoom link to allow you to access the course.

2.4 All prices that are advertised on our website are correct at the time of booking. However, *klub d – Deutsch online* reserves the right and discretion to change our prices at any time. Please check our website for up-to-date prices before you book.

2.5 Once you have paid for a course you will be sent an email confirmation payment. If you do not receive a confirmation, then contact *klub d – Deutsch online*: [help.klubd@outlook.com](mailto:help.klubd@outlook.com).

## **3. Refunds**

Refunds are handled by Eventbrite. Please check the [Eventbrite refund information](#) regarding the cancellation procedure. You must also inform us of your intent to cancel by emailing *klub d - Deutsch online*: [help.klubd@outlook.com](mailto:help.klubd@outlook.com) up to 7 days before the event starts.

## **4. Course Certificates**

Every student who attends 70% of a *klub d - Deutsch online* 12-week German course will receive a course certificate. The certificate will be sent within 7 days of course completion.

## 5. Online Delivery of Courses

5.1 *klub d – Deutsch online* has a commitment to help you get the most from your Online Courses. Our tutors are here to help you by giving you constructive feedback and advice.

5.2 Our website can be viewed on mobile, tablet and pc formats. If you are having any problems viewing our website, contact *klub d – Deutsch online*: [help.klubd@outlook.com](mailto:help.klubd@outlook.com).

5.3 Classes will take place on Zoom. You can access Zoom via the Zoom web portal or by installing the Zoom app on your device. You will need a reliable internet connection, a laptop/PC with webcam (and headphones if you are in a noisy environment) to attend *klub d – Deutsch online* classes.

5.4 *klub d – Deutsch online* does not accept any liability for any losses, costs or expenses incurred by or on behalf of a student in connection with a student's inexpedient set-up for a Zoom online class.

5.5 Netiquette rules serve as a means of making online communication easy and safe, therefore please:

- be on time. The time in the booking calendar refers to the British Standard time.
- check your equipment before class.
- only turn your camera off if the internet connection is poor.
- mute the microphone - when not speaking.
- use the chat function only for class-related discussions.
- be respectful, don't post/share inappropriate material and respect other's privacy.

5.6 If your connection is poor, inform your tutor via chat function then try:

- Turning your camera off.
- Moving closer to your wi-fi router.
- Closing all other windows, tabs or applications.
- Using a different device.
- Turning wi-fi off and re-connecting.

If none of the above solutions work and you have to leave the session, let your course tutor know using the chat function or via email if the chat function is unavailable.

5.7 If due to internet problems the course cannot take place at the scheduled time, your tutor will contact you and arrange an alternative date.

## **6. Limitation of Liability**

*klub d – Deutsch online* does not accept any liability for any loss or additional expense caused by delay or disruption to travel services, weather conditions, civil disturbance, industrial action, strikes, wars, floods, sickness or force majeure. Such losses or additional expenses are your responsibility. Force majeure represents unusual or unforeseeable circumstances, which include: war, terrorist activities, riots, natural disasters or nuclear disasters such as fire, flood or adverse weather conditions.

## **7. Complaints**

If at any time, you are unhappy with the *klub d – Deutsch online* service please contact *klub d – Deutsch online* immediately at [help.klubd@outlook.com](mailto:help.klubd@outlook.com). We will endeavour to respond as quickly as possible but no more than 30 days following the receipt of your complaint.

## **8. Accuracy of Marketing Materials**

*klub d – Deutsch online* makes every effort to ensure that the marketing material in our website is up to date and accurate. We take no responsibility for any information that is deemed incorrect, and we will endeavour to do our best to inform you of any changes to the course. We reserve the right to change any of the information in our website at any time we feel appropriate.

## **9. The Law and its Jurisdiction**

These terms and conditions and any dispute or claim arising out of and in connection with them or their subject matter (including no contractual disputes or claims) shall be governed by and shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

## **10. Third Party Rights**

A person that has no connection to the course shall have no rights in the contract. The Course and the relevant Zoom login details are solely for your use. Another party cannot use these details.

## **11. Changes to Terms and Conditions**

*klub d – Deutsch online* reserves the right to change any of these conditions at any time deemed necessary to reflect current market and economic conditions.

## **12. Severance**

If any party finds any of the terms and conditions in this document to be deemed illegal, invalid or unenforceable then these parts will be deleted while the other parts of the terms and conditions will be deemed valid.

## **13. Acceptance of these terms and conditions**

By reading these terms and conditions or making payment on the Eventbrite website you are accepting all terms and conditions of *klub d – Deutsch online*.

## **14. Contact**

All disputes, complaints and changes can be made by emailing *klub d – Deutsch online* immediately at [help.klubd@outlook.com](mailto:help.klubd@outlook.com). We do our best to respond to emails as quickly as possible. We would also like to make you aware that sometimes spam filters do not allow our emails into your system. Please check your junk/spam folders and the settings on your Email Client. *klub d – Deutsch online* does not take responsibility for you not receiving emails due to filters/junk or spam folders on your Email Client.

## **15. Controlling your Personal Information**

Please be aware that you as an individual can choose to allow your personal information to be used by businesses at any time. You can manage your preferences and computer systems to disable setting on your personal computer.

## **16. Privacy notice**

Hosting with klub d – Deutsch online

Effective from the 22 June 2022

In this privacy notice, “we”, “us” and “our” refers to klub d – Deutsch online.

In summary, we receive and store any information you enter on our website (brochure downloads and contact forms) or give us in any other way. We use the information that you provide for responding to your requests, providing our services, and communicating with you about future promotions, your course duration, extensions to your course, the latest jobs, and new courses.

We collect information so that we may provide you with those Services you have requested from us. A large portion of the data we collect from you may be considered to be Personal Data (data that is capable, in some manner, of identifying you). We will not collect more data than is necessary to provide our Services to you.

**User Provided Information:** We collect information you provide when you purchase a course from us via Eventbrite. This includes Personal Information. Personal Information includes data such as: your name, address, telephone number, email address, and other data collected that could directly or indirectly identify you. When you visit our website, we may send one or more cookies.

**Log File Information:** When you use our website, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol (“IP”) address, browser type, browser language, referring/exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

**Third Party Links:** The website may contain links to other sites (including Eventbrite and Zoom). We are not responsible for the privacy practices of such other sites. If you submit personally identifiable information to us through the website, then we may use such information to send you our latest promotions, jobs, updates, and information on your course duration. We may use your email address or other personally identifiable information to send commercial, marketing, or other messages without additional consent. We may share non-personally identifiable information such as anonymous user usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with third parties to assist us in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the website.



Managing Cookies: Within your browser you can choose whether you wish to accept cookies or not. Different browsers make different controls available to you and so we provide links below to popular manufacturers' instructions on how you can do this. Generally, your browser will offer you the choice to accept, refuse or delete cookies at all times, or those from providers that website owners use ("third party cookies"), or those from specific websites. We do not share information. Where applicable, you have the right to obtain from *klub d – Deutsch online* a confirmation as to whether or not your personal data is being processed. In addition, where such processing is confirmed, and you request it, we shall arrange access to the personal data. the recipients or categories of recipient to whom the personal data have been or will be disclosed

Google Analytics: We create pseudonymous usage profiles using Google Analytics for the demand-oriented design of our websites. Google Analytics uses cookies that can be stored on your device and read by us. Thus doing, we can recognize and count returning visitors. This data is processed on the basis of Art. 6 para. 1 (f) GDPR. The mentioned purposes of data processing represent at the same time our legitimate interests. As a rule, the cookie-generated data regarding your use of this website will be forwarded to a Google server in the USA and stored there. However, because we have activated IP anonymization on our websites, your IP address will first be shortened by Google within Member States of the European Union. Only in exceptional cases will the full IP address be sent to a Google server in the USA (by Google's participation in the Privacy Shield, according to Art. 45 para. 1 GDPR, an adequate level of data protection is granted) and only then shortened.