

GENERAL TERMS AND CONDITIONS

Language Courses

German and Foreign Language Courses, Live via Zoom or on the Learning Management System (LMS)

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Provider SprachenSchmiede – Die Sprachenakademie Deutschlands
Proprietors: Ms Hayam Madkour and Dr phil. habil. Willy Wellhausen
Idsteinerstr. 122, 60326 Frankfurt am Main, Germany
Email: sprachenschmiede@gmail.com

§ 1 Provider and Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts for language courses (one-to-one lessons, group lessons, corporate courses and examination preparation) in German and other languages offered, whether delivered live by videoconference via Zoom or through SprachenSchmiede's learning management system ("LMS"), between the provider identified above ("SprachenSchmiede") and its customers.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into a contract, acts in the course of its trade, business or independent professional activity (Section 14 BGB). Unless otherwise specified, "customers" within the meaning of these GTC include both consumers and business customers.

(3) Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall form part of the contract only if SprachenSchmiede has expressly agreed to their applicability in text form. Individually negotiated agreements shall take precedence over these GTC.

(4) The version of these GTC in force at the time the contract is concluded shall apply. Separate terms and conditions apply to other services provided by SprachenSchmiede.

§ 2 Conclusion of Contract

(1) The presentation of services on the website is non-binding and does not constitute a binding offer; rather, it constitutes an invitation to the customer to submit an offer (by placing an order, making a booking or submitting an enquiry).

(2) Orders placed through the online shop: By clicking the button labelled "Order with obligation to pay" ("Zahlungspflichtig bestellen"), or another button with comparably unambiguous wording, the customer submits a binding offer to conclude a contract. Before submitting the order, the customer may review and correct the details entered during the ordering process. SprachenSchmiede acknowledges receipt of the order by email; this acknowledgement of receipt does not yet constitute acceptance. A contract is concluded when SprachenSchmiede accepts the order in text form (by issuing an order or booking confirmation) or commences performance of the service.

(3) Individual quotations: For corporate courses, individually tailored one-to-one tuition and other courses not offered through the online shop, SprachenSchmiede prepares a quotation based on the information provided. Unless stated otherwise, the quotation is binding for 14 days from receipt and sets out the services, remuneration, dates or deadlines and, where applicable, third-party services. The contract is concluded when the customer accepts the quotation in text form (email being sufficient).

(4) SprachenSchmiede retains the contract text and sends the customer the order details and these GTC by email after conclusion of the contract. These GTC may be accessed and saved at any time on the SprachenSchmiede website.

(5) The contractual language is German. Communication may also take place in English or Arabic by agreement; however, the German version of the contractual documents shall remain authoritative.

(6) Unless otherwise provided in these GTC, contracts with consumers are concluded only with persons who have reached the age of majority.

§ 3 Services and Contractual Basis

(1) The subject matter of the contract is language tuition in the language booked, in the form of one-to-one tuition, group tuition, corporate courses or examination preparation. The type of tuition, language, proficiency level, learning objectives, number of participants, number and duration of teaching units, dates and price are specified in the course description or quotation and the booking confirmation.

(2) Depending on the course description, courses shall be held live by videoconference (Zoom) or on the SprachenSchmiede learning management system ("LMS"); a combination of both formats is also possible. The relevant course format is that stated in the course description or quotation.

(3) SprachenSchmiede is obliged to provide the tuition or make the course available, not to achieve any particular learning outcome. Passing an examination, attaining a proficiency level or achieving specific learning progress shall be owed only if that outcome has been expressly guaranteed in text form.

(4) Placement may be determined by an interview or a placement test. Any associated costs shall be disclosed before booking.

(5) Minors may participate in lessons only with the consent of their legal representatives; in such cases, the contract shall be concluded with the legal representative.

§ 4 Live Tuition by Videoconference

(1) Live courses shall take place in real time by videoconference (e.g. via Zoom or a comparable service).

(2) SprachenSchmiede shall provide access details in good time before lessons begin. The customer must not disclose these details to unauthorised third parties.

(3) The customer shall ensure that they have a suitable device, functioning audio equipment (and video equipment where required) and an adequate internet connection. SprachenSchmiede shall notify the customer in advance of any further requirements. The videoconference provider's terms of use shall also apply to use of that service.

(4) If a teaching unit cannot take place properly for reasons for which SprachenSchmiede is responsible (e.g. the teacher's absence or a technical disruption on SprachenSchmiede's side), SprachenSchmiede shall provide a make-up lesson or offer a reasonable alternative date. If a make-up lesson is not possible within a reasonable time, the portion of the fee attributable to the cancelled unit shall be refunded. Further statutory rights remain unaffected.

§ 5 Courses on the Learning Management System (LMS)

(1) Courses on the learning management system are made available to participants through a personal user account on SprachenSchmiede's LMS. The nature and scope of the content (e.g. lessons, videos, exercises, quizzes, materials and support) are specified in the course description.

(2) Access shall be activated once payment has been completed. Access shall continue for the period stated in the course description or booking confirmation; if no period is stated, access shall continue for twelve months from activation. Access shall terminate at the end of that period without any notice of termination being required.

(3) The customer shall provide accurate information when registering and keep their login credentials confidential. The user account is personal and non-transferable. Sharing login credentials and simultaneous use by several people are prohibited unless the course has expressly been booked for multiple participants.

(4) Content on the learning management system is protected by copyright. For the duration of access, the customer is granted a non-exclusive, non-transferable right to use the content for their own learning purposes. Downloading, reproducing, distributing, making publicly available or commercially using the content without SprachenSchmiede's consent is prohibited unless otherwise permitted by law.

(5) The customer shall ensure that they have a suitable device, an up-to-date browser and an adequate internet connection. SprachenSchmiede shall endeavour to maintain a high level of LMS availability. Temporary restrictions, for example due to maintenance or disruptions beyond SprachenSchmiede's control, shall, where possible, be announced in advance and remedied without delay. The customer's statutory rights in the event of defects and failures of performance, in particular under the provisions governing consumer contracts for digital products (Sections 327 et seq. BGB), remain unaffected.

(6) The LMS may display learning progress and the results of exercises and quizzes. The functions included in each course are specified in the course description.

(7) In the event of misuse of access, in particular the sharing of login credentials or dissemination of content, SprachenSchmiede may suspend access after issuing a prior warning. The right to terminate for good cause and claims for damages remain unaffected.

§ 6 Dates, Group Tuition and Minimum Participant Numbers

(1) Course dates are set out in the booking confirmation. Unless otherwise stated, all times refer to local time in Germany (Central European Time/Central European Summer Time). Public holidays and holiday breaks shall be announced in advance insofar as they are relevant to the course.

(2) If a participant misses a group lesson that has duly taken place, they are not entitled to an individual repeat lesson or a refund. Statutory rights and expressly agreed exceptions remain unaffected.

(3) If the course description specifies a minimum number of participants and that number is not reached, SprachenSchmiede may cancel the course in text form no later than three days before it starts. In that event, SprachenSchmiede shall refund amounts already paid without undue delay, and in any case within 14 days, or offer an alternative course if the customer so chooses and agrees. The customer shall have further claims only if SprachenSchmiede is responsible for the cancellation.

§ 7 One-to-One Tuition: Rescheduling and Cancellation

(1) The customer may cancel or reschedule individual lessons free of charge by giving notice in text form (email being sufficient) at least 48 hours before the scheduled start. In such cases, SprachenSchmiede and the customer shall agree an alternative date within the agreed course duration.

(2) If a lesson is cancelled later or the customer fails to attend, the teaching unit shall be deemed to have been provided and SprachenSchmiede's right to remuneration shall remain unaffected. However, SprachenSchmiede must deduct expenses saved and income from alternative work. The customer retains the right to demonstrate that SprachenSchmiede has incurred no expenditure or loss, or substantially lower expenditure or loss.

(3) In the event of unforeseen inability to attend, for example due to illness, SprachenSchmiede requests prompt notification and shall endeavour to find an accommodating solution. There shall be no entitlement to a replacement lesson in such cases.

(4) The 48-hour deadline does not restrict statutory withdrawal rights, termination rights or rights arising from non-performance or defective performance.

§ 8 Teachers and Teaching Materials

(1) SprachenSchmiede shall engage suitable, qualified teachers. The customer is entitled to a particular teacher only where this has been expressly agreed. A teacher may be replaced for an objective reason (e.g. illness), provided that this does not alter the agreed service in a manner that is unreasonable for the customer.

(2) Teaching materials shall be provided only to the agreed extent and may be used solely for the customer's personal purposes. Reproduction, distribution to third parties and publication without the rights holder's consent are prohibited unless otherwise permitted by law. Third-party rights in textbooks and other educational publications remain unaffected.

§ 9 Examination Preparation and External Examinations

(1) Examination preparation includes the agreed tuition in preparation for the examination specified in the quotation. Registration for an external examination, reservation of an examination place and external examination fees are included only if expressly stated in the quotation.

(2) Examination results shall be determined exclusively by the relevant examining body. No guarantee of examination success is given.

§ 10 Corporate Courses

(1) For corporate courses, the quotation shall identify the commissioning employer or institution, the persons entitled to participate, dates, content and remuneration. Invoices shall be issued to the commissioning customer.

(2) Reports to the commissioning customer on attendance and learning progress shall be provided only to the extent agreed in the quotation. Participants shall be informed of this in advance. Processing of their personal data shall be governed by the privacy policy and statutory provisions.

§ 11 Recordings of Live Lessons

(1) Live lessons are not recorded.

(2) Individual recordings shall be made only if SprachenSchmiede has informed the persons concerned in advance of the purpose, storage period and recipients, and all persons being recorded have given their express, voluntary and informed consent. Consent may be withdrawn at any time with effect for the future. Anyone who does not consent shall suffer no disadvantage; the lesson shall then proceed without being recorded.

(3) Participants must not independently record lessons or contributions made by others (audio, video or screenshots) or make them available to third parties.

§ 12 Duration, Termination and Rules of Conduct

(1) Live courses have the fixed duration stated in the booking confirmation; access to LMS courses continues for the stated access period. Both end upon expiry without notice of termination being required. Contracts shall not renew automatically.

(2) The right to terminate for good cause and statutory termination rights (in particular under Sections 626 and 627 BGB) remain unaffected. Where the customer lawfully terminates the contract, remuneration shall be payable only for services provided up to that point; fees paid in advance for teaching units not provided shall be refunded.

(3) Participants are expected to treat one another with consideration and refrain from disrupting lessons. In cases of serious disruption or breaches of the rules on login credentials or recordings, SprachenSchmiede may take appropriate measures after a prior warning and, if continuation is unreasonable, terminate the contract for good cause. In such cases, remuneration for teaching units provided up to that point shall remain payable; fees paid in advance for units not provided shall be refunded insofar as they are not offset by claims for damages held by SprachenSchmiede.

§ 13 Prices and Payment

(1) The prices communicated to the customer before conclusion of the contract shall apply. These are total prices stated in euros.

(2) Value added tax (VAT): SprachenSchmiede currently qualifies as a small business within the meaning of Section 19 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). Accordingly, no VAT is included in the stated prices or shown separately.

(3) If SprachenSchmiede ceases to qualify for the small-business VAT exemption (e.g. because the statutory turnover thresholds are exceeded or the exemption is waived), it shall, from that point onwards, show the VAT required by law in respect of newly concluded contracts. Consumers shall then be quoted total prices inclusive of VAT; contracts already concluded with consumers shall remain subject to the agreed price. In contracts with business customers, VAT legally due shall be payable in addition to the agreed price if the service is not performed until after the small-business exemption has ceased to apply; quotations may then state net prices plus VAT.

(4) The payment methods displayed during the checkout process are available in the online shop (currently, in particular, PayPal and card payment). Payment is due upon completion of the order unless otherwise agreed in the quotation. Where payment is by invoice, the invoiced amount must be paid in full within 14 days of receipt of the invoice, unless a different payment period has been agreed.

(5) Depending on the course and quotation, advance payment, payment by instalments or recurring payments may be agreed. The applicable payment model shall be stated before the customer makes a binding booking.

(6) Costs of external examination fees, textbooks or placement tests shall be charged only if disclosed before booking or expressly agreed.

(7) In the event of late payment, the statutory provisions shall apply.

(8) The customer may set off claims only if they are undisputed or have been established by a final and binding court judgment. The customer may exercise a right of retention only insofar as it arises from the same contractual relationship.

§ 14 Consumer Right of Withdrawal

(1) Consumers have a statutory right of withdrawal in respect of distance contracts. Details, in particular the withdrawal period, the procedure for exercising the right and the consequences of withdrawal, are set out in the withdrawal instructions together with the model withdrawal form, which are made available to the customer before the order is submitted and may be accessed on the website.

(2) If SprachenSchmiede begins performance of the service at the consumer's express request before the withdrawal period has expired, the statutory provisions (Sections 356 and 357a BGB) shall apply with respect to payment for services already provided and the early expiry of the right of withdrawal upon full performance. The information and declarations required for this purpose are contained in the withdrawal instructions.

(3) For contracts for the supply of digital content not supplied on a tangible medium (e.g. LMS courses), the right of withdrawal shall expire under the conditions of Section 356(5) BGB if SprachenSchmiede has begun performance after the consumer has expressly consented and acknowledged that they thereby lose their right of withdrawal. That consent and acknowledgement shall be requested during the ordering process.

(4) Business customers have no statutory right of withdrawal. Statutory rights of termination, rescission and remedies for defects remain unaffected.

§ 15 Confidentiality and Data Protection

(1) SprachenSchmiede shall treat the customer's non-public information and documents as confidential and protect them by appropriate technical and organisational measures.

(2) SprachenSchmiede may engage employees and subcontractors to perform the services unless performance by a particular person has been agreed. Such persons shall be bound by confidentiality obligations. SprachenSchmiede remains responsible for performance in accordance with the contract. Statutory duties of disclosure and retention remain unaffected.

(3) Personal data shall be processed in accordance with applicable data protection legislation. Further details, in particular concerning videoconferencing services, payment service providers, communications and assignment documents, are set out in the privacy policy on the SprachenSchmiede website.

(4) Registration and usage data (e.g. course progress and results of exercises and quizzes) are processed for use of the LMS. Further details are set out in the privacy policy.

§ 16 Liability

(1) SprachenSchmiede shall be liable without limitation for intentional misconduct and gross negligence, for loss or damage arising from injury to life, limb or health, for defects fraudulently concealed, where a guarantee has been assumed, under the German Product Liability Act (Produkthaftungsgesetz), and in all other cases in which liability cannot be excluded or limited under mandatory statutory provisions.

(2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the loss or damage typical of the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary to enable the contract to be performed properly and on whose observance the customer may normally rely.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. The foregoing limitations of liability shall also apply for the benefit of SprachenSchmiede's employees, legal representatives and persons engaged to perform its obligations.

(4) The customer's statutory remedies for defects remain unaffected.

§ 17 Force Majeure and Unforeseeable Impediments

(1) In the event of extraordinary occurrences for which neither contracting party is responsible and which render performance wholly or partly impossible or significantly more difficult (e.g. natural events, measures taken by public authorities, illness of the assigned interpreter, or failure of electricity or telecommunications networks), the rights and obligations of the parties shall be governed by the statutory provisions. Both parties shall inform each other without delay and endeavour to reach a reasonable, mutually agreed solution.

(2) Fees already paid for services not provided shall be refunded insofar as the services are not subsequently performed. There is no further exclusion of claims for reimbursement.

§ 18 Applicable Law, Jurisdiction and Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(2) If the customer is a merchant within the meaning of German commercial law, a legal person under public law or a special fund under public law, the registered place of business of SprachenSchmiede shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. For consumers, the statutory rules on jurisdiction shall apply.

(3) SprachenSchmiede is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision (Section 306 BGB).