

TERMS & CONDITIONS

1. Registration and conclusion of the contract

Together with the information contained on the website, the general terms and conditions (hereinafter referred to as GTC) form the entire preliminary information for the language weeks and are an integral part of the contract. By completing and submitting the booking form, the customer agrees to the terms and conditions for the LevelUp English language weeks and makes a binding offer to conclude the contract. The contract is concluded upon receipt of the registration confirmation from LevelUp English. The person making the booking is also the contractual partner for bookings that affect third parties, provided they are made by him or her. By registering, the customer assures that all legal guardians agree to the child's participation in the language week.

2. Payment

For holiday camps, full payment is due at the time of booking. For in-school courses and school trips, the total amount is due no later than 6 weeks before the start of the program. The school will receive an invoice for the booked language week no later than 7 weeks before the start of the course. If due payments are not made or not made in full and reminders are not heeded, LevelUp English can withdraw from the contract and charge the customer with cancellation costs in accordance with Section 4. It is possible to create partial invoices (e.g. for individual classes, partial funding by the school or an individual invoice with the legal guardians), but this must be coordinated with LevelUp in advance. For this, LevelUp English requires concrete details of all invoice recipients at least 8 weeks before the start of the program.

3. Services and Changes in Services

Which services are contractually agreed results from the description of services on the website of LevelUp English and the information in the booking confirmation referring to this. The information in the service descriptions is generally binding for the organizer. Before the contract is concluded, the organizer can change the service description at any time, about which the customer will of course be informed before booking. Changes or deviations of individual services from the agreed content of the contract, which become necessary after the conclusion of the contract and were not brought about by the organizer in bad faith, are only permitted if they are not significant and do not affect the overall design of the booked service. Any warranty claims remain unaffected insofar as the changed services are defective. The organizer is obliged to inform customers immediately of any changes or deviations in service.

4. Changes to the number of participants

Changes to the number of participants must be communicated to LevelUp English in writing by e-mail.

Increase in the number of participants:

An increase in the number of participants after conclusion of the contract must always be agreed with LevelUp English. In the event of an increase in the number of participants, the agreed price will be charged per actual number of participants.

Reduction in the number of participants:

A reduction in the number of participants of less than 10% of the number of participants registered at the time of conclusion of the contract is possible free of charge up to 30 days before the start of the event. The agreed price per number of participants will then be charged. In the event of a reduction in the number of participants of 10% or more of the number of participants registered when the contract was concluded, LevelUp English's regular cancellation procedure will apply (see clause below).

5. Cancellation by customers, rebooking

Customers can withdraw from the contract at any time. The receipt of the declaration of withdrawal at LevelUp English is decisive. The cancellation must be in writing. The following compensation flat rates will be charged as compensation for the costs incurred for travel preparations up to this point in time:

a. Applicable for school trips

- up to 30 days before departure: refund of 75% of the price
- up to 14 days before departure: refund of 40% of the price
- up to 7 days before departure: refund of 20% of the price
- less than 7 days before departure: refund of 10% of the price

If a participant does not start the trip without prior declaration of withdrawal, this is considered a withdrawal declared on the day of departure. In this case, a refund is not possible. Taking out travel cancellation insurance for school trips is generally recommended. This can be booked directly via LevelUp English.

b. Applicable for in-school courses on-site at schools

In order to avoid cancellation fees, please let us know in good time if you are uncertain about planning. If you cancel up to 30 days before the start of the course, you will receive a full refund.

- up to 7 days before the start of the course: refund of 50% of the price
- Less than 7 days before the start of the course: refund of 25% of the price

Should problems arise in financing the project, please contact LevelUp English at an early stage.

c. Individual cancellation conditions in the event of illness for in-school courses on site at schools

There is the possibility of reimbursement of the complete program costs for individual participants if there is sick leave for the entire project period. The partial reimbursement of individual missed days will be decided on a case-by-case basis. There is generally no entitlement to this. For reimbursement, it is necessary to submit a written medical certificate (by e-mail or post) immediately upon the onset of illness. In the event of a refund, the participation fee will be refunded within 14 days after the certificate has been checked, less an administration fee of €25.00.

i.e. Special right of termination for school classes due to COVID-19

Until the end of 2022, we allow you to cancel the booked class trip free of charge up to 31 days before arrival and project weeks at your school up to 14 days before the start of the week. This right applies to the cancellation of the language week for the whole group, not for individuals. In the following Corona-related cases, the class trip/project week can be canceled free of charge up to 2 days before arrival:

- in case of lockdown at the destination or home location.
- if the destination or home location is considered a risk area according to the RKI
- if at least one traveler is demonstrably ill with SARS-CoV-2 and the class is under prescribed quarantine.

In addition, a free rebooking to a later date is possible.

e. Applicable to holiday camps

In the event of a rebooking or cancellation of the booking, cancellation fees will be incurred due to the organisational effort already incurred and expenses paid in advance, such as accommodation costs.

Rebooking conditions for overnight camps and day camps:

- when rebooking to a replacement person up to 1 day before the start of the camp: full refund (minus administration fee of €25.00)
- When rebooking to another week:
 - up to 30 days before the start of the camp: free of charge
 - up to 7 days before camp starts:

€70 rebooking fee for day camps

€150 rebooking fee for overnight camps

- Less than 7 days before the start of the camp: €100 rebooking fee for day camps

€200 rebooking fee for overnight camps

Cancellation Policy for overnight camps and day camps:

- If canceled up to 30 days before the start of the camp: full refund (minus administration fee of €25.00)
- in case of cancellation between 30 and 14 days before the start of the camp:

Refund of 50% of the price

- Cancellation between 13 and 7 days before the start of the camp:

Refund of 25% of the price

- Cancellation less than 7 days before the start of the camp:

Refund of 10% of the price

- Cancellation on the day the camp starts: no refund

Refund in case of illness:

For the overnight camps we recommend taking out travel cancellation insurance. This covers the cancellation costs if the child falls ill or has an accident. This can be booked directly when booking the camp. If the child falls ill during the camp, reimbursement is only possible through insurance.

For the day camps we offer a fair, proportionate refund in the form of a voucher in the event of illness. This requires the submission of a medical certificate. If participation has to be canceled or broken off shortly before or during a day camp due to illness, the following regulations apply:

- Failure of 5 days: refund of 75% of the price
- Failure of 4 days: refund of 60% of the price
- Failure of 3 days: refund of 50% of the price
- Failure of 2 days: refund of 30% of the price

- Failure of 1 day: refund of 10% of the price

6. Withdrawal or extraordinary termination by the organizer

If the trip is made considerably more difficult, endangered or impaired as a result of force majeure that was not foreseeable when the contract was concluded (e.g. war, epidemics, natural disasters, destruction of accommodation), both LevelUp English and the customer can terminate the contract solely in accordance with this provision .

Cancellation of the booked service can be declared if the minimum number of participants is not reached. This will be communicated at least two weeks before the start of the language week. A program failure can also occur for an important reason (e.g. serious

illness or accident). In such cases, the contribution already paid will be fully refunded.

LevelUp English can terminate the contract without observing a period of notice if the participant, despite a warning, persistently disrupts the language week/trip or behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified, or suffers from an infectious disease and there is a risk to infect fellow passengers. Any additional costs, e.g. B. for the journey home, are at the expense of the customer.

Premature termination: If the program is canceled or prematurely terminated due to force majeure (e.g. natural disasters, war, unrest), the full amount will be withheld. The planned program can be continued at a later date without incurring any additional costs. There are no further claims against the organizer.

7. Supervision and Early Termination

Our experienced trainers assume the duty of supervision within the framework of the statutory provisions. They are authorized representatives of the organizer. We reserve the right to send children home early who cannot integrate into the group (e.g. non-observance of instructions or anti-social behavior towards other children) after consultation with the parents or legal guardians.

8. Implementation of the project week/trainers & content planning

Each trainer conducts the course independently, taking into account the previously agreed content and organizational framework. Our trainers are mostly native English speakers and do not necessarily speak (fluent) German.

The content of the program is determined in consultation between the school or parents/guardians, LevelUp English and the trainers. Any deviations may be due to the language skills of the participants, which the trainers must address appropriately methodologically and didactically and may therefore have to change the previous planning of the project during implementation.

9. Leisure activities

All sports and leisure activities mentioned are included in the booking price. However, they can vary from language week to language week and depend on the interests of the participants and, if necessary, the weather conditions. All sports and leisure activities and excursions mentioned are to be understood as examples. There is expressly no entitlement to be offered or to

participate in certain sports and leisure activities. By booking, the contractual partner agrees that the participant may take part in all described activities, sports and workshop offerings during the language week, unless otherwise expressly stated.

10. Special needs of the participants

If a participant has medical or other special features that we should know and/or take into account (e.g. wasp allergy, ADHD, asthma, special diet), this will ideally be stated in the appropriate sections during the booking process or alternatively reported to us must be communicated in detail and in writing no later than 1 week before the start of the project.

11. Baggage transportation

Baggage will be transported to the normal extent. This usually means one suitcase or travel bag and one piece of hand luggage per participant. Deviations from this must be agreed with LevelUp English before departure.

12. Photo and video recordings

Photos and video recordings of participants during the trip are used by LevelUp English to promote LevelUp English's travel offers. Consent for this is deemed to have been given unless this is expressly objected to when booking.

13. Limitation of Liability

LevelUp English's liability for damage that is not physical damage is limited to three times the booking price, provided that LevelUp English or the people commissioned by LevelUp English to provide the service on site did not cause the damage intentionally or through gross negligence.

No liability is accepted for the loss or damage of valuables during the language week. Exception: The valuables are expressly handed over to LevelUp English for safekeeping. If a participant causes damage to the accommodation, the property of LevelUp English or the property of other service providers, this must be borne by the participant. If a participant requires medical assistance or medical care during the trip, all costs incurred in this context must be borne by the customer.

If international agreements or legal regulations based on them apply to a service to be provided by a service provider, according to which a claim for damages only arises or can be asserted under certain conditions or restrictions or is excluded under certain conditions, LevelUp English can also do so the customer refers to this.

14. Warranty

LevelUp English undertakes to provide the trip in such a way that it has the promised characteristics. If LevelUp English does not fulfill its services in accordance with the contract, the customer can request remedy, provided this does not require disproportionate effort. Complaints and requests for remedy are to be addressed immediately to the LevelUp English staff present on site or to the head office in Berlin. If LevelUp English does not remedy the situation within a reasonable period specified by you, the customer has the right to terminate the contract. It is not necessary to set a deadline if LevelUp English refuses to remedy the situation or if immediate remedy is required due to a special interest of the participants. The customer can demand a reduction in price or compensation for non-performance, unless the defect is due to a circumstance for which LevelUp English is not responsible.

15. Statute of Limitations

Claims due to poor performance (§§ 651c to 651f BGB) become time-barred within two years. This statute of limitations begins on the day on

which the service/program should end according to the contract. The assertion of other claims remains unaffected by this regulation.

16. Privacy

Data transmitted to us will be treated confidentially, will not be passed on to third parties and will only be used for internal matters within the framework of the organization of the language week or for the announcement of future offers. If the booked program includes orders from external service providers or if the contractual partner receives a gift from LevelUp English, we reserve the right to pass on the address (no personal data) to .

17. Newsletter Subscription

Cooperation partners

You can unsubscribe from the newsletter at any time by sending us a blank e-mail to info@levelupenglish.de with the subject "Unsubscribe from newsletter". We will then immediately delete you from the mailing list.

18. Permission to Post Photos and Videos

Photos, videos, scripts, drawings, etc. created during the program may be used by LevelUp English (e.g. for presentation on the website/social media channels) with the consent of a parent or legal guardian. A declaration of consent will be given to the parents of the participating children or obtained directly during the booking process. LevelUp English reserves the right to make an approved photo release a requirement for certain programmes, eg English, Media & Film Week, where the course content is dependent on still and moving images.

19. Invalidity of Individual Provisions

The invalidity of individual provisions of this contract does not result in the invalidity of the entire contract.

20. Jurisdiction

The customer can only sue the tour operator at his/her registered office. For LevelUp English lawsuits against customers, the domicile of the customer is decisive, unless the customer has moved his or her domicile or habitual abode abroad after conclusion of the contract or the domicile or habitual abode is not known at the time the complaint was filed. In these cases, the registered office of LevelUp English is decisive.

21. Dispute Resolution Procedure

In the event of a dispute, we agree to engage a consumer arbitration board.