

Terms and conditions

General

These terms and conditions of Petrina Nikolova, trading as „Petrinka Learning club“, apply to all contracts for the provision of services described below. By registering for a course offered by us, you acknowledge their validity and application.

Petrinka Learning Club is a private teaching service for pre-primary and primary school children. We offer lessons and courses in Arts & Crafts, English and Bulgarian language through all the year as well as individual help with the school homework both in person and online.

We assume no liability for the achievement of a specific learning success.

Registration and conclusion of contract

The presentation of our services on our website does not represent a legally binding offer in the sense of §§ 145 ff of the German Civil Code (BGB). You place a binding offer by filling out and submitting our registration form, available for download on our home page. A contract is concluded through the declaration of acceptance by us in writing (registration confirmation).

Payment

The prices apply which are listed on our website.

Our services are exempt from sales tax according to § 19 I UStG.

All fees and transactions are in Euros unless otherwise agreed.

We accept payment by bank transfer or via PayPal. All payments must be made in advance. The due dates for the individual payments will be announced upon registration. Payments are to be made stating the reference “Name of the student” and “Course number”.

By making the payment you accept these Terms and Conditions and our Privacy Policy.

Cancellation and refund

The customer may cancel the contract no later than 7 days before the beginning of the course without giving any reason. In this case all received payments will be refunded.

If the customer cancels the contract within 7 days before the beginning of the course, all received payments less a cancellation fee of 15 % will be refunded.

After the beginning of the course, the customer has a right to cancellation if they are unable to participate in more than 50 % of the lessons due to an important reason, e. g. illness.

All cancellations must be made in writing.

We may terminate the individual contracts for good cause without notice. An important reason exists in particular in the following cases:

- Behavior contrary to the community such as disruption of the teaching and learning process or particularly serious misconduct;
- Defamation of all kinds, in particular insults and discrimination against course instructors, participants or employees of Petrinka Learning Club;
- Violations of the applicable house rules.

Right of withdrawal

If you are a resident of a member state of the European Union, you have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen (14) days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform us, Petrinka Learning Club, Pestalozzistr. 4, 60385 Frankfurt am Main, Germany, of your decision to withdraw from this contract by means of a clear statement (e.g. a letter or e-mail sent by post). For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory. To comply with the withdrawal period, it is sufficient that you send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. If it is not possible to return any goods or services you have received from us, we may be entitled to compensation for the use of our services prior to exercising your right of withdrawal.

Sample cancellation form

If you wish to revoke the contract, please fill out and return this form:

To

Petrinka Learning Club, Pestalozzistr. 4, 60385 Frankfurt am Main, Germany

E-mail:

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following services (*):

Ordered on (*)

Name of the consumer(s):

Address of consumer(s):

Signature of consumer(s) (only in case of paper communication)

Date

(*) Delete where not applicable.

Pursuant to Section 356 (5) of the German

Civil Code (BGB), the right of withdrawal shall expire in the case of a contract for the supply of digital content not on a tangible medium if we have commenced performance of the contract after you have expressly consented to us commencing performance of the contract prior to the expiry of the withdrawal period and have confirmed your knowledge that by giving your consent you lose your right of withdrawal upon commencement of performance of the contract.

Technical requirements

For online-lessons, you are required to properly install Zoom or Skype on your computer. In order to be able to participate in our lessons, you have to create a Zoom or Skype account and add us to your contact list.

A broadband internet access is required to ensure the quality of the sound and the video.

Limitation of liability

For claims based on damage caused by us, our legal representatives or vicarious agents, we shall be liable only for intentional and grossly negligent conduct.

This limitation of liability does not apply:

- in the event of injury to life, body or health, due to negligent breach of duty by us or intentional or negligent breach of duty by our legal representative or vicarious agent;
- for damages arising from a grossly negligent breach of duty by us or from an intentional or grossly negligent breach of duty by our legal representative or vicarious agent;
- in the event of a breach of material contractual obligations, the fulfillment of which is a prerequisite for the proper performance of the contract and upon the compliance with which the contractual partner may regularly rely (cardinal obligations).
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In the event of a breach of cardinal obligations due to slight negligence on our part, on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

Otherwise, claims for damages are excluded.

Applicable law and place of jurisdiction

The law of the Federal Republic of Germany applies to all legal relationships between you and us, excluding the reference norms of private international law and the UN Convention on Contracts for the International Sale of Goods (CISGG).

This choice of law with regard to the statutory right of withdrawal does not apply to consumers who do not belong to any member state of the European Union at the time the contract is concluded and whose sole place of residence and delivery address are outside the European Union at the time the contract is concluded.

Frankfurt am Main shall be the place of performance and place of jurisdiction for all claims in connection with this agreement.

Dispute resolution

The European Commission provides a platform for online dispute resolution (ODR), which you can find here <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for the settlement of their disputes.

We are willing to participate in an out-of-court arbitration procedure before a consumer arbitration board. The Federal Universal Arbitration Board at the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de holds responsibility here.

Miscellaneous

Should one or more provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The part that is or has become invalid is to be substituted by the provisions coming closest to the intention of both parties which has to be laid down in writing.