

These Regulations specify the rules of conducting and holding Group German Courses carried out in the period from 28 Feb 2022 to 30 Jun 2022 as well as the rights and obligations of Course Participants and the Course Organiser.

### **§1. Glossary of terms**

1. Structura - organiser of Language Courses operating under the name of Structura Centrum Szkoleniowe Spółka z ograniczoną odpowiedzialnością with its registered office in Katowice, ul. Staromiejska 10, 40-013 Katowice, entered in the Register of Enterprises of the National Court Register kept by the District Court Katowice - Wschód in Katowice, VIII Commercial Division of the National Court Register under the number 000190723, having the NIP number: 9540001491 and REGON 271923890, with the share capital of PLN 50,000.00.
2. Course - a group educational foreign language course for adults and in special cases (specified by Structura) for people from 16 years of age, carried out in classrooms or/and online. The courses start not earlier than on 28 Feb 2022 and end no later than on 30 Jun 2022.
3. Main Recruitment - the period from 3 Jan 2022 to 23 Feb 2022 in which the Courses are being sold.
4. Supplementary Recruitment - the period from 24 Feb 2022 to 8 May 2022 in which ongoing Courses are being sold.
5. Online Store - a store at [www.structura.pl](http://www.structura.pl), enabling the purchase of a Course.
6. Reservation Form - a form available on the website [www.structura.pl](http://www.structura.pl) allowing you to book a place on a Course. A link to the Reservation Form is sent via e-mail after purchasing a Course in the Online Store.
7. Application Form for Ongoing Courses - a form available at [www.structura.pl](http://www.structura.pl), which allows you to sign up for a course during Supplementary Recruitment.
8. Participant - a person who has bought a course in the Online Store and booked a place by use of the Reservation Form.
9. Continuing Participant - a person who has purchased any group or individual Course (including at least 30 lessons), starting not earlier than on 01 Mar 2021 and purchased no later than 31 Dec 2021.
10. Legal Guardian - statutory representative of a Participant within the meaning of applicable provisions of the Polish law.
11. Parties - Structura and Participant jointly.
12. Course Specification - a document in electronic form, containing all relevant information about the purchased Course. The document is generated and sent in electronic form automatically after a Participant has paid for the course.

### **§2. Conditions for enrolment and booking a place on a Course**

1. You can sign up for a Course during:
  - a. Main Recruitment, through a system consisting of 2 consecutive stages:
    - i. Stage 1. Purchasing a Course / Courses in the Online Store.
    - ii. Stage 2. Booking a place on the purchased Course(s) by completing the Reservation Form.
  - b. Supplementary Recruitment, through a system consisting of 2 consecutive stages:
    - i. Stage 1. Purchasing a Course / Courses in the Online Store by providing the discount code available on the enrolment website, which will reduce the price of the course by the value of classes that have already been completed.
    - ii. Stage 2. Booking a place on the purchased Course(s) by completing the Reservation Form.

### **§3. Obligations and rights of Structura**

1. Structura undertakes to ensure appropriate qualifications of its teaching staff, methodological supervision over the work of the teachers, testing the Participants, checking their attendance and issuing, at the request of a Participant, a certificate of completion of a Language Course at a given level, provided that they have passed their final test and participated in at least 70% of the classes. A Participant who has not completed the curriculum may only obtain a certificate of participation in a Course, however, on condition that they attended at least 70% of the classes.
2. Structura undertakes to supervise the efficient and professional implementation of the Course curriculum. In the case of a teacher's absence, Structura will try to provide a substitute or will notify the Participants of cancellation of the classes. All the cancelled classes will be held at a later date, agreed with the group, but no later than 4 Jul 2022.
3. During the course Structura reserves the right to change the teacher in the case of vacation leave, sick leave, termination of cooperation with a given teacher or any other justified situation as a result of which cooperation with a given teacher is not possible. In the event of such circumstances, Structura undertakes to assign a new teacher to the Participants in order to complete the Course that was paid for.
4. Structura provides the option of completing a test on the website ([www.structura.pl](http://www.structura.pl)) to determine the language level of a Participant. On taking the test, the Participant undertakes to strictly follow the instructions for completing it. On the basis of the results obtained, the Participant is assigned to a language group at the appropriate level of their language skills. If there are places available in other groups, a Course Participant has the possibility to change the group during the semester. The fee for continuing a Course in a new group will then be settled individually with the Participant according to the price of the new Course and the number of lessons yet to be conducted.
5. Structura can expel a Participant from a Course with immediate effect in the case of such Participant's behaviour which makes it impossible to carry out the classes or interferes with the work of other Participants.
6. Structura is not responsible for the Participants' personal belongings left unattended at the place where the Course is held.
7. Structura is not responsible for the safety of underage Course Participants before and after the end of the classes.

### **§4. Organisation of the classes**

1. Structura undertakes to conduct classes in a group of five (5) to twelve (12) Participants. If for any reason the number of Participants in a group is lower than the minimum number or the number of Participants remaining in the group during the Course falls below 5, Structura may offer the Participants an alternative solution by: reducing the number of lessons in proportion to the number of Participants below the minimum number, maintaining the basic price of the Course or increasing the fee for the Course or offering the Participants to study in other training groups at the same level. The adoption of the above solutions is subject to the consent of all the Participants in the group.

2. If the Participants do not accept the proposals referred to in subparagraph 1 and resign from the Course, Structura will reimburse the Participants for the fees reduced by the amount due for the classes held up to the date of submission of written information about dissolution of the Course and the cost of the provided handbook and promotional package.
3. Teaching at Structura takes place in accordance with the Common European Framework of Reference for Languages.

#### **§5. Obligations and rights of the Participant**

1. The Participant undertakes to attend the Course regularly, to be punctual, to do his/her homework and to pay the tuition fees on time.
2. The Participant should behave in accordance with the standards of social coexistence during the class, including e.g. the use of mobile phones and other devices that interfere with the classes, which is forbidden.
3. The Participant's temporary absence from classes does not provide grounds for reducing or exempting them from the payment of fee for the classes they were absent from, regardless of the duration of the absence and the reason for it.
4. After the Course starts, the Participant has the right to withdraw from the Course by submitting a cancellation at any time by e-mail (to the address: [info@structura.pl](mailto:info@structura.pl)), otherwise null and void, with 30 days' notice. Discontinuation of participation in a Course is not tantamount to withdrawal from the Course. In the case of withdrawal from a Course, Structura will reimburse the Participant for the fees paid less:
  - a. The amount due for the classes that have been held until the last day of the notice period.
  - b. Textbook and technical fee in the amount of:
    - PLN 180.00 for Intensive Courses
    - PLN 120.00 for Standard, Examination Training and Specialist Courses
    - PLN 40.00 for Conversion Courses.
5. The Participant is obliged to inform Structura about the change of data specified in the Reservation Form / Application Form for Ongoing Courses (phone number, email address).
6. Legal Guardians undertake to ensure that minor Participants are properly cared for and supervised at the venue of the Course and within its premises at the time outside the classes.

#### **§6. Payment**

1. The price of a Course is set for a given semester and is each time specified in the course price list available at [www.structura.pl](http://www.structura.pl).
2. The fee for a Course can be paid only through the Online Store.
3. If a Participant withdraws from a Course by 6 Feb 2022 inclusive, Structura will reimburse the Participant for 100% of the value of the fees paid by the Participant for the Course.
4. If a participant withdraws from a Course after the date specified in subparagraph 3 above, no later, however, than on the day preceding the beginning of the course, Structura will charge the Participant with an amount of PLN 250, constituting an equivalent of the justified costs which Structura has covered in connection with the organisation of the Course and of the handbook and technical fees specified in §5, subparagraph 4, item b, provided that Structura has sent the handbooks to the address specified by the Course Participant in the Reservation Form (applies to online course Participants), unless the Parties agree otherwise.
5. If a Participant withdraws from a Course on the day of the beginning of the Course and later, the provisions of §5, point 4 shall apply.
6. The handbook and other teaching materials are included in the price of the Course. The handbook is not given to Participants of Conversation, Individual Courses.
7. The Participants of online courses can collect the handbooks in a pick-up place as specified in the Reservation Form (InPost parcel pick-up station - Paczkomat) - for the course Participants staying in the territory of the Republic of Poland or receive the handbooks through the Polish Mail service in the case of course Participants staying outside the territory of the Republic of Poland (additional fees may apply, 80.00 – 200.00 zł, depends on destination country). Course Participants do not incur any additional fee (except as indicated above) for having the handbooks sent to them, subject to subparagraph 8 below.
8. If a Course Participant does not collect the parcel specified in subparagraph 7 above within the time limit as defined in the regulations of the Polish Mail, InPost company or any other courier company that Structura cooperates with, and as a result the parcel returns to the sender, the Course Participant undertakes to pay an additional fee of PLN 50.00 (inPost) / 80.00 – 200.00 zł (outside the territory of the Republic of Poland, depends on destination country) for sending the handbooks again.
9. Structura offers the following discounts:
  - a. For Participants continuing their education at Structura - 10%.
  - b. For company employees, discounts are governed by separate agreements.Discounts do not combine with other promotions, unless otherwise stated in the promotion regulations.
10. VAT invoices are issued to the Participants who, when paying for the course, have checked this option and provided data for the invoice.

#### **§7. Miscellaneous**

1. In matters not covered by these Regulations, the provisions of the Civil Code shall apply.
2. The Regulations enter into force on 3 Jan 2022.

Katowice, 1 Jan 2022