

# TERMS AND CONDITIONS – GERMAN COURSES

## General Information/Preamble/Preface

The Carl Duisberg Centren gemeinnützige GmbH, referred to hereafter as CDC, offers German courses and related services at several locations in Germany.

## Registration/Booking

Customers book courses by submitting a completed and signed registration form. The contract with CDC is only considered concluded once customers have received written confirmation of such contract from CDC; if no such confirmation is received, the customer has no entitlement to the booked service.

Bookings by minors must be signed by the parent/guardian. In this case, the contract does not go into effect until the customer has received written confirmation from CDC and CDC has received the declaration signed by the parent/guardian.

For bookings made through agencies, a contract is concluded solely between CDC and the agency. CDC is not responsible for the details of contracts between the agency and its clients. A booking becomes binding when written confirmation is received from CDC.

Customers who are consumers for the purpose of Article 13 of the German Civil Code (BGB), i.e., those who book the course for a purpose that cannot be attributed to either commercial or self-employed professional activity, have the right to cancel in accordance with the separately enclosed cancellation policy if they have made a direct booking for a language course only, without board or lodging.

## Booking changes

Booked services can only be changed free of charge if a higher-priced offering is chosen. All other booking changes are possible up to 2 weeks before the course begins, for a processing fee of 50 €. A subsequent change in the booking is only possible by cancelling the contract in accordance with the cancellation policy outlined in these Terms & Conditions (see below "Cancellation before the start of services") and simultaneous new registration.

## Payment terms and payments

The customer will receive a course confirmation/invoice. CDC invoices are in euros (€).

For booked services with a maximum of 3 months duration, the fee is payable in full in a single payment; for booked services with a longer duration, the fee for the first 3 months must be paid, as shown on the invoice. Payment must be received in the CDC account specified on the course confirmation/invoice no later than 4 weeks before the course begins. For courses with duration of more than 3 months, the fee from the 4th month on is payable monthly in the partial amounts shown on the invoice. The monthly payments

must be received in the CDC account specified on the course confirmation/invoice no later than the 15th of the previous month. The participant has no entitlement to the booked services unless the invoiced amounts due have been paid in full.

Payments should be made by bank transfer to the CDC account specified in the course confirmation/invoice. Cash payment is also possible. CDC furthermore offers the option of paying by credit card (additional fees apply).

Detailed information about the course, accommodations, and other services booked will be provided only after receipt of full payment by CDC.

## Cancellation before the start of services

A cancellation of booked services must be made in writing. For cancellations up to 31 days before the course starts, a processing fee of 150 € will be charged. For cancellations up to 15 days before the course starts, the cancellation fee is 30% of the total course fee (including the costs for accommodation and other services), but at least 150 €. For cancellations within 14 days before the course starts, the cancellation fee is 50% of the total course fee (including the costs for accommodation and other services), at a minimum of 150 €. For no-shows, all costs will be charged in full.

Tests can be cancelled free of charge up to the registration deadline. Thereafter, all costs will be charged in full.

The above provisions do not apply to cases involving the exercise of a statutory right of cancellation or withdrawal, or to termination for good cause. The date referred to in the course confirmation/invoice is considered the day the course starts. Reimbursements can be made only to the person or agency that made the payment. Exceptions are possible only with written instructions from the person or agency that made the payment.

## Cancellation after the start of services

After a course has started, cancellations or partial cancellations of services booked in advanced are no longer possible. No refund can be granted if a participant fails to make use of the booked services without any demonstrable fault on the part of CDC. Nor is a cancellation of the selected accommodation possible within the first 4 weeks after arrival.

## Cancellation of one-to-one language training

One-to-one language training can only be cancelled free of charge if CDC receives notification at least 24 hours before the start of the course. Please note: For Monday courses, notification must be received by 12:00 noon on the preceding Friday. If notification is received in time as described above, the missed training units can be rescheduled for either before or after the originally scheduled session. If the course participant is entitled to

reschedule the training unit in accordance with these conditions, CDC will grant a credit for the missed training units. This credit may be used up to 6 months after the last contracted training through participation in substitute sessions proposed by CDC; after these 6 months have elapsed, the credit expires. This shall not affect CDC's entitlement to payment of the full price for the training. If one-to-one training is not cancelled in time as described above, the customer is not entitled to a credit for the missed session. CDC retains its right to full payment for the training.

## Interruption of booked services

If the participant is prevented for good cause (e.g., illness) from participating in the booked language training, he may request in writing an interruption of the course, stating the reasons. The interruption must be at least 2 weeks. The missed lessons can be appended at the end of the course. An interruption of other booked services is not possible.

## Insurance

At the time of entry into Germany, each participant must demonstrate that he/she has liability, accident and health insurance valid in Germany. Upon request, these insurance policies can be taken out through CDC. This insurance is then valid during the stay in Germany and other EU countries (excluding the participant's home country).

It is strongly recommended that customers also take out travel cancellation insurance, foreign travel health insurance, and insurance to cover the costs of repatriation in case of illness or accident.

## Misconduct

Participants are expected to display impeccable and disciplined conduct toward landlords, roommates, fellow-participants, and all CDC staff members. In the event of gross violations of the applicable regulations, manners, or training center or house rules, CDC reserves the right to terminate the contract without notice. In the event of unruly behavior, as well as violations of German law (e.g., theft, drug abuse, damage to property or personal injury, illegal downloads), CDC reserves the right to immediately exclude participants from the course or program. The participant or their parent/guardian must then cover the costs for early departure. CDC will not grant any refunds.

## Duty of supervision and care

Registration by an underage participant requires a declaration signed by the parent/guardian. Outside of the booked services, CDC assumes no duty of supervision or care for either adult or underage participants. In particular employees, hosts in private homes, supervisors, or other vicarious agents of CDC cannot guarantee comprehensive supervision of underage participants. Should the behavior of a participant give cause for concern, CDC's duty is restricted to the immediate notification of the parent/guardian.

### Notification of deficiencies

When booking language training and accommodations, it is up to the participant to immediately notify CDC of any deficiencies. Termination of a contract due to deficiencies or poor or non-performance is only permissible after CDC has been granted an appropriate grace period but has failed to remedy the problem. A grace period is not necessary if a remedy is impossible, or if CDC seriously and finally refuses to provide a remedy, or if the immediate termination of the contract is justified by a special interest of the participant. Claims against CDC due to deficient performance must be made within one month after the end of the contracted period of services. After expiry of this period, the participant may only assert claims if he was prevented from observing the period through no fault of his own. Claims due to performance deficiencies become time-barred two years from the date on which the contracted services were to end.

### Liability

CDC shall only be liable for injury to participants' life, limb or health if CDC or its vicarious agents are at fault for such injury. Otherwise, as long as essential contractual obligations have not been breached, CDC is liable only for willful intent or gross negligence. Essential contractual obligations are those in which whole fulfilment is necessary for the proper execution of the contract and on whose observation the customer regularly relies. CDC is entitled to take recourse if held liable for damage caused by participants. CDC assumes no liability for the loss of personal objects.

### Damages | Security deposit

If a course participant causes damage, he is directly liable to the injured party. In the event of a claim for damages, all costs for the replacement of objects that have been negligently or willfully damaged will be invoiced to the participants responsible. Participants with accommodation in a residence or with host families must pay a security deposit, which will be retained only in the event of damage. Should the damage exceed the amount of the deposit, the additional costs will be invoiced to the participant. If there is no damage, the security deposit will be refunded in full upon departure.

### Lessons and recreational activities

Lessons are usually held in the morning. When courses are full, however, lessons may also be held in the afternoon. Should lessons overlap with recreational activities that are offered in the same time period, this shall not entitle the participant to compensation for the recreational program. A training unit (TU) comprises 45 minutes. Lessons are held from Monday to Friday.

### Cancelled lessons due to holidays

No lessons are held on legal holidays, which are listed in the currently valid pricelist. One-to-one language training will, however, be rescheduled.

### Force majeure

CDC assumes no liability for failure of performance due to force majeure, and will invoice for services already rendered.

### Minimum number of participants

The minimum number of participants for each course is 5, and the maximum number 15. CDC reserves the right to cancel a group course up to 4 weeks before the course starts if the minimum

number of participants is not reached. Customers will be offered a different course location, or individual or small-group training with a reduced number of lessons, for the same price as the group course (for 1 or 2 participants: 12 instead of 24 TU per week; for 3 participants: 16 instead of 24 TU per week; for 4 participants: 20 instead of 24 TU per week). Otherwise, all fees already paid will be refunded without deduction. The refund will be made exclusively to the person or agency that made the payment. Exceptions are possible only with written instructions from the person or agency that made the payment.

### Immigration and visas

For participants from the Member States of the European Union, a valid identity card is sufficient for entering Germany. Participants who require a visa for their stay in Germany can take advantage of the visa service offered by CDC. This free service consists mainly of providing an invitation letter to be submitted to the German Consulate, assuming that the full invoice amount has been paid in advance. Should a visa application be rejected, CDC shall refund the full invoice amount minus a processing fee in the amount of 150 € upon presentation of the rejection notice. CDC is not liable in the event that a participant has no valid visa or valid residence permit.

### Accommodation in private homes, residences, and apartments | Arrival times

Participants who have booked accommodations through CDC must inform CDC at least 2 weeks in advance of the time of their arrival. If a homestay has been booked, the host must also be informed of the arrival time. If the host is not provided with this information, it cannot be guaranteed that they will be home at the time the guest arrives.

Participants usually arrive on Sunday afternoon, with departure on Saturday morning. The accommodations arranged by CDC are located in the town where the course is to take place or in the close vicinity. Our language training centers can be reached from the accommodations by public transport within a maximum of 60 minutes.

### Data storage

Personal details about the participant and the course of their choice are recorded, processed, and used only to complete the contract. Such details will not be passed on to third parties. If accommodations are booked with a host family or other external facility, CDC is permitted to disclose personal information to the landlord/contract partner for this purpose.

### Subject of contract | Applicable law | Place of jurisdiction

The respective descriptions in the currently valid pricelist are binding with respect to the prices and scope of all services. Any agreement deviating from these descriptions requires written confirmation from CDC.

The contractual relationship is subject to German law.

Place of jurisdiction is Cologne insofar as the contracting party is a business person, a legal entity under public law, or a special fund under public law, or if he/she has no general place of jurisdiction in Germany, or has moved his/her domicile or residence abroad after conclusion of the contract.

### Cancellation policy

Participants have the right to cancel the contract in accordance with the cancellation policy if the following applies:

- They are consumers for the purpose of Art. 13 of the German Civil Code (BGB), i.e., they have concluded the contract for a purpose that cannot be attributed to either commercial or self-employed professional activity
- The booking has been made directly with CDC, i.e., not through an agency, and using exclusively long-distance communication (such as letter, fax, email, telephone)
- They have booked only language training (without accommodations)

### Cancellation Policy

#### Right of cancellation

You may cancel your contract in writing (e.g., letter, fax, email) within 14 days without providing a reason for the cancellation. This period begins upon receipt of this policy in written form, but not before the contract has been concluded and not before the fulfillment of our information provision obligations in accordance with Article 246 Paragraph 2 in connection with Paragraph 1 Sections 1 and 2 of the Introductory Act to the German Civil Code (EGBGB).

The cancellation notice must be addressed to:

Carl Duisberg Centren gemeinnützige GmbH, Hansaring 49–51, 50670 Cologne, Germany, Fax +49 (0)221/16 26-256, E-mail info@cdc.de

#### Consequences of cancellation

In the event of an effective cancellation of the contract, the mutually received benefits are to be returned and any benefits derived (e.g., interest) are to be surrendered. If you are unable to return the received benefits (e.g., benefits of use) in whole or in part, or are able to return or surrender them only in impaired condition, you must compensate us for the loss in value. This may lead to your obligation to fulfill your contractual payment duties for the period up to the cancellation. Payment obligations must be fulfilled within 30 days. The payment period begins for you at the time you send your cancellation notice, and for us upon receipt.

#### Special notes

Your right of cancellation expires prematurely if the contract has been fulfilled in full by both parties at your explicit request before you have exercised your right of cancellation. End of cancellation policy.

Valid from July 2017