

General Terms and Conditions for Carl Duisberg German Courses

Preface

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 legally binding once customers have received written confirmation of such contract from CDC; if no such confirmation is received, the customer is not entitled to receive the booked service.

Bookings for minors must be signed by a parent/guardian. In this case, the contract is not legally binding until the customer has received written confirmation from CDC and CDC, in turn, 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 contents of contracts between an agency and its clients. A booking is legally binding upon receipt of written confirmation from CDC.

Customers who are consumers according to 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 directly booked a language course only, without accommodation.

Booking changes

There is no booking change fee for service upgrades (selection of higher-priced service). All other booking changes are subject to a processing fee of 50 € and must be submitted at least 2 weeks prior to the course start date. 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 procedures

Customers receive a course confirmation document/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 document/invoice no later than 4 weeks prior to the course start date. For courses with a duration exceeding 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 document/invoice no later than the 15th of the previous month. Booked services are only rendered to participants who have paid the invoiced amounts due in full.

Payments should be made per bank wire transfer to the CDC account specified in the course confirmation document/invoice. Cash payment is also possible, as well as per credit card (additional fees apply).

Detailed information about courses, accommodation and other services booked will be provided only upon CDC's receipt of full payment.

Cancellation before the start of services

A cancellation of booked services must be made in writing. Cancellations up to 31 days before the course start date are subject to a processing fee of 150 €. For cancellations up to 15 days before the course start date, there is a cancellation fee of 30% of the total course fee whereby the minimum fee is 150 € (including costs for accommodation and other services). For cancellations within 14 days before the course start date, there is a cancellation fee of 50% of the total course fee (including costs for accommodation and other services), whereby the minimum fee is 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 document/invoice is considered the course start date. Reimbursements are paid 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. Refunds are not granted to participants who fail to make use of the booked services without any 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

To avoid a cancellation fee, CDC must receive notice of cancellation of a one-to-one language training session at least 24 hours prior to the course. Please note: For Monday courses, notification must be received by 12:00pm on the preceding Friday. If notification is received in due time as described above, the missed training units can be rescheduled. 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 session 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 an interruption of the course in writing, stating the

reasons. The interruption must be a period of at least 2 weeks. The missed lessons can be appended at the end of the course. An interruption of other booked services is not permitted.

Insurance

Upon arrival in Germany, participants must provide proof of liability, accident and health insurance valid in Germany. Upon request, these insurance policies can be taken out through CDC. This insurance is then valid for the duration of 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

The registration of an underage participant requires a declaration signed by a parent/guardian. Apart from the booked services, CDC assumes no duty of supervision or care for adults or minors. In particular, CDC employees, homestay hosts, supervisors and/or other vicarious agents cannot guarantee the supervision of participants who are minors. Should a participant's behavior give cause for concern, CDC is solely obligated to notify the parent/guardian.

Notification of deficiencies

Participants who have booked language training and accommodation must notify CDC immediately in the case of 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/she was prevented from observing the period through no fault of his/her own. Claims due to performance deficiencies become time-barred after two years from the date on which the contracted services were to end.

Liability

CDC shall only be liable for injury to participants' life, body or health if CDC or its vicarious agents are at fault for such injury. 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 fulfillment is required 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/she 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 guesthouses 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 scheduled in the morning. When courses are full, however, lessons may also be given 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

There are no lessons on legal holidays, which are listed in the currently valid pricelist. One-to-one language training is, however, rescheduled.

Force majeure

CDC assumes no liability for failure of performance due to force majeure, and will invoice for services 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 prior to the course start date if the minimum number of participants is not reached. Customers will be offered an alternate course location, or individual/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 paid will be refunded in full. The refund will only be made 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 not obtained a valid visa or valid residence permit.

[Accommodation in private homes, guesthouses, and apartments | Arrival times](#)

Participants who have booked accommodation through CDC must inform CDC of their arrival time at least 2 weeks prior to arrival. If homestay accommodation has been booked, the host must also be informed of the arrival time. In the event that this information is not provided, CDC cannot guarantee access to the accommodation upon arrival.

Participants usually arrive on Sunday afternoon, with departure on Saturday morning. CDC accommodation is located in the city where the course takes place or in the vicinity. The maximum travel time via public transport to our language training centers from accommodation is 60 minutes.

[Data storage](#)

Personal information about participants and course selection are recorded, processed, and used solely to complete the contract. This information will not be passed on to third parties. If accommodation is booked with a host family or other external facility, CDC is permitted to disclose personal information to the landlord/contract partner for this purpose.

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.

[Subject of contract | Applicable law | Place of jurisdiction](#)

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 according to 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 only long-distance communication (such as letter, fax, email, telephone)
- They have booked only language training (without accommodation)

[Right of cancellation](#)

Participants may cancel their 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 * email: info@cdc.de

Consequences of cancellation

In the event of an effective cancellation of the contract, the mutually received benefits must be returned and any benefits derived (e.g., interest) surrendered. If this is not possible (inability to return received benefits, e.g., benefits of use) in whole or in part, or are able to return or surrender them only in impaired condition, CDC shall be compensated for the loss in value. In this case, contractual payment duties for the period up to the cancellation must be compensated to CDC. Payment obligations must be fulfilled within 30 days. The payment period begins at the time a cancellation notice has been sent, and for CDC, upon receipt.

Please note

The right of cancellation expires prematurely if the contract has been fulfilled in full by both parties at explicit request and the right of cancellation has not been exercised.

End of cancellation policy information