

General Terms and Conditions

Carl Duisberg German Courses

1. General information / Preamble

In order to improve readability, this document uses gendered pronouns. Therefore, expressions such as “he or she”, of course also include non-binary people.

The present General Terms and Conditions govern the contractual relationships between Carl Duisberg Centren gemeinnützige GmbH, hereinafter referred to as CDC, and natural or legal persons, hereinafter referred to as the customer, for whom CDC provides German courses and associated services. In cases where the customer does not take advantage of CDC's services personally, the conditions laid out here shall apply to the recipient of the services (e.g. the course participant).

2. Registration / Booking confirmations

By submitting his or her registration in writing or by using CDC's online registration, the customer tenders a legally binding contract offer (a booking). For registration, the customer should use CDC's preprinted registration form or CDC's online booking process. As a matter of principle, any registrations in other forms must be based on CDC's currently offered products as described in CDC's official advertising material. The customer is obliged to provide, in a truthful and accurate manner, the personal data required to prepare the contract. In all cases, these data include the following:

- Whether the customer is legally an adult under German law, i.e. he or she is at least 18 years old.
- Whether the course participant has health issues that could affect our ability to provide the services booked (medical restrictions); this also includes allergies.

CDC may provide a confirmation of the receipt of the booking request. Such a confirmation of receipt does not constitute a contract for services and as such is not binding.

Bookings by minors must be signed by the parent/guardian (parent/legal guardian consent). In this case, the booking or the contract will not go into effect until CDC has received the declaration of consent signed by the parent/guardian.

After being advised of CDC's data protection policy, customers with medical restrictions are obliged to notify CDC in a truthful, accurate, and timely manner about any medical restrictions so that CDC can conduct a realistic assessment of possible special needs and risk. In addition, the customer must provide CDC with explicit consent to process these health data in written or text form, or during the online registration (Consent to Process Personal Data Concerning Health). Without consent to process personal data concerning health, it is illegal to make use of health data, and as a result, CDC will not be able to conclude a contract with a customer who has medical restrictions and does not provide consent to process the relevant health data. Therefore, any booking or contract with a customer who has medical restrictions will not go into effect until CDC has received the Consent to Process Personal Data Concerning Health.

CDC has 10 workdays from receipt of the booking request in which CDC can accept the booking. The contract for booked services with CDC is only considered concluded once the customer has received written confirmation of such contract from CDC; if no such confirmation is received, the customer has no entitlement to the booked service.

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. Should the required signatures of participant's parent(s)/guardian(s) or Consent to Process Personal Data Concerning Health be missing, the booking or contract between CDC and the agency concluded on behalf of the participant in question is contingent on the receipt of the missing declaration(s) and will only take effect once CDC has received the missing declaration(s).

Please be aware: the classrooms and housing facilities are in general not handicap accessible.

3. Changing a booking

Booked services can only be changed free of charge if a higher-priced offer 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 General Terms and Conditions (see below, 7. Right to cancellation) and simultaneous new registration.

4. Services

The scope of all services can be found in the currently valid offers and where applicable accompanying description of services.

Customers who book an intensive German course of a minimum of 12-week's duration have the option to book our university placement service. This service includes the completion of up to three applications for advanced courses / degree programs at German preparatory colleges (Studienkolleg), universities, or universities of applied sciences in the participant's name and with his or her assistance; however, CDC makes no guarantee that the placement will be successful, nor that the participant will reach the language level required for the chosen course of study, nor that the participant will be able to begin studies at a particular date.

5. Prices and other fees

The prices for all our services can be found exclusively in the currently valid price list. The prices in the currently valid price list are the only legally binding prices.

In connection with our university placement service, additional fees may be incurred (e.g. as a result of fees charged by third party providers for certification of documents, translation, processing fees) that are not included in the price. CDC can demand payment for such additional costs in advance from the customer.

In addition, CDC collects additional fees in case of cancellation, or for reimbursements and payments made using PayPal as detailed in the sections below.

6. Payment terms and payments

As a matter of principle, the customer will receive an invoice along with the booking confirmation. CDC's invoices are in euros (€) and are payable immediately on receipt.

For booked services with a maximum duration of 3 months, 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. Payments must be received in the CDC account specified on the booking confirmation/invoice no later than 4 weeks before the course begins. For courses with a duration of more than 3 months, the fee from the 4th month on is payable monthly in the installments shown on the invoice. The monthly payments must be received in the CDC account specified on the booking confirmation/invoice no later than the 15th of the previous month.

Payments made by bank transfer must be received in the CDC account specified on the booking confirmation/invoice no later than 4 weeks before the course begins; for bookings made within 4 weeks of the start of a course, payment is due immediately. Payments made by PayPal (a €10 payment fee applies) and cash payments are also possible within the same timeframes.

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

The customer has no entitlement to the booked services unless all invoiced amounts due have been paid in full.

7. Right to cancellation

The cases and conditions under which the customer has a contractual right to cancel services booked are detailed in this section.

In order to cancel services booked, notice must, at a minimum, be given in writing.

Before the start of a course, the entire course (complete course package consisting of the course, accommodations, and other services booked) may be cancelled according to the following fee schedule. 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) or €150, whichever is greater. 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) or €150, whichever is greater. For no-shows, all costs will be charged in full.

If the university placement service has been booked and this service, alone or together with the course, is cancelled before the start of the course, and extra processing fee of €150 will be charged. If the delivery of any of the university placement services has already begun at the time of the cancellation, an extra processing fee of €300 will be charged in addition to any other costs incurred (e.g. fees paid to third party providers).

Examinations can be cancelled free of charge up to the registration deadline.

After the start of a course or after the registration deadline for examinations, it is no longer possible to cancel the services booked.

The start date stated in the booking confirmation/invoice shall be considered the date the course starts.

In the case of a cancellation, payments already received by CDC will be refunded minus any applicable processing fees or costs. Refunds can only be made to the person or agency that made the payment. It is only possible to make exceptions to this rule if the person or agency who made the payment provides a written request to redirect the refund to another recipient.

The above provisions do not apply to cases involving the exercise of the statutory right to termination for cause for a compelling reason. A compelling reason that will in all cases entitle CDC to immediately terminate all provision of services is the use of forged documents/certificates on the part of the customer.

8. Right to withdraw from the contract

Independent of the right to cancellation detailed above in section 7, customers have a right to withdraw from the contract as stated in the Notification of the Right to Withdraw printed at the end of these General Terms and Conditions if all the following conditions are met:

- They are consumers in the sense of Article 13 of the German Civil Code, 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),
- or the booking was completed outside of CDC's place of business, or the participant was contacted personally by CDC outside of CDC's place of business.

9. 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 appointment. Please note: for Monday appointments, 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 expected training session specified in the contract by participating 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.

10. Interruption of service booked, default in acceptance on the part of the customer

Should the customer be unable to participate in the language instruction booked due to a compelling reason (e.g. sickness), he or she may request an interruption in the course by submitting a written request stating the reasons. The interruption must last at least 2 weeks. The missed lessons can be appended at the end of the course. If the customer interrupts the delivery of the university placement service before CDC has completed all the applications the customer is entitled to, the customer may request that the remaining applications be sent to comparable institutions (preparatory college (Studienkolleg), university, or university of applied sciences) after the service has been resumed. In all other cases in which the customer is forced to interrupt the service or is unable to participate, delivery of the service at a later date, or a refund, as well as credit for expenditures saved or other services used or not are all hereby excluded.

11. Insurance

At the time of entry into Germany, each participant must demonstrate that he or 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.

12. Misconduct

Customers 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, personal injury, or illegal downloads), CDC reserves the right to immediately exclude participants from the course or program. The participant or the participant's parent/guardian must then cover the costs for early departure. CDC will not grant any refunds.

13. Duty of supervision and care

Any registration for 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 persons whom CDC uses to perform its obligations 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.

14. Notification of deficiencies, limitation period for claims based on deficiencies

When booking language training and accommodations, it is up to the customer to immediately notify CDC of any deficiencies. Termination of a contract or claims for damages 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 genuinely and finally refuses to provide a remedy, or if the immediate termination of the contract is justified by a special interest of the customer. 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 or she was prevented from observing the period through no fault of his or her own. Claims due to performance deficiencies become time-barred two years from the date on which the contracted services were to end.

15. Liability of CDC

CDC shall be liable for injury to participants' life, limb, or health, if CDC, its agents, or persons whom CDC uses to perform its obligations 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, including willful intent and gross negligence attributable to CDC's agents or persons whom CDC uses to perform its obligations. Essential contractual obligations are those that must be fulfilled as a prerequisite 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 customers. CDC assumes no liability for the loss of the customer's personal belongings.

16. Liability of the customer / security deposit

If a customer causes damage of any kind, he or she is personally liable to the injured party to the extent specified in applicable laws. Customers with accommodations in dormitories or with host families must pay a security deposit, which must be paid at the latest when they move into the accommodations. In the event of damage, CDC will use the security deposit to compensate the injured parties for damages caused by the customer. Should the damage exceed the amount of the deposit, the additional costs will be invoiced to the customer. If there is no damage, the security deposit will be refunded in full upon departure.

17. 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 an additional alternative recreational program offering. A training unit (TU) comprises 45 minutes. Lessons are held from Monday to Friday.

18. Cancelled lessons due to holidays

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

19. Force majeure

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

20. 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. Refunds can only be made to the person or agency that made the payment. It is only possible to make exceptions to this rule if the person or agency who made the payment provides a written request to redirect the refund to another recipient.

21. Immigration and visas

Customers are solely responsible for ensuring that they meet the requirements for entry and their planned stay in Germany. In the event that a participant does not possess valid travel documents, a visa, or a valid residence permit, CDC is not liable and is still entitled to payment.

Customers who require a visa for their stay in Germany can take advantage of the visa service offered by CDC. In particular, this free service consists of providing a letter of invitation to be submitted to the German consulate, provided that the full invoice amount has been paid in advance. Should a visa application be rejected, the customer is only liable for a processing fee in the amount of €150 plus any costs incurred (e.g. fees charged by third party service providers). Upon presentation of the rejection notice, CDC will refund the remaining invoice amount once the above fee and costs have been deducted. Refunds can only be made to the person or agency that made the payment. It is only possible to make exceptions to this rule if the person or agency who made the payment provides a written request to redirect the refund to another recipient.

22. Accommodations in private homes, dormitories, and apartments / Arrival times

Customers who have booked accommodations through CDC must inform CDC at least 1 week 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 and depart on Saturday morning. The accommodations arranged by CDC are located in the city 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.

23. Additional agreements / applicable law / place of jurisdiction

Any agreement deviating from these General Terms and Conditions requires written confirmation from CDC.

The contractual relationship is subject to the laws of the Federal Republic of Germany.

Place of jurisdiction is Cologne, Germany, insofar as the contracting party is a merchant as defined by the German Commercial Code (Handelsgesetzbuch—HGB), a legal entity under public law, or a special fund under public law, or if he or she has no general place of jurisdiction in Germany, or has moved his or her domicile or residence abroad after conclusion of the contract.

Notice of the Right to Withdraw

Right to withdraw from the contract

You may withdraw from this contract within 14 day without providing any reasons by submitting a notification to that effect in text form (e.g. letter, fax, email). The 14-day period begins upon receipt of this Notice of the Right to Withdraw in writing, but not before the contract has been concluded and not before we have fulfilled 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 (Einführungsgesetz zum Bürgerlichen Gesetzbuch—EGBGB). The withdrawal 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

In order to maintain your right of withdrawal, it is sufficient if you send your withdrawal notice before the withdrawal period expires.

Consequences of withdrawal

If you cancel by exercising your right to withdraw, we must return all payments that we have received from you immediately and at the latest within 14 days of receiving your notice of withdrawal. We will not charge a fee for the refund, and unless otherwise agreed with you, the refund will be made using the same payment method that was used for the payment. However, we shall have the right to demand reasonable compensation if our services have already begun at the time of your withdrawal and you have made use of these services. Compensation shall be deemed reasonable if it is determined based on the proportion of services already delivered in comparison with the originally agreed total services.

End of the Notice of the Right to Withdraw

Version 11/2019