

# GENERAL TERMS AND CONDITIONS – CARL DUISBERG IN-PERSON TRAINING COURSES

Valid from 01/2024

## 1. General information

For the sake of readability, we have decided to use the generic masculine. All masculine designations will, of course, refer to women and people of different genders.

The following General Terms and Conditions (hereinafter "GTC") shall govern the contractual relationship between Carl Duisberg Centren gemeinnützige GmbH (hereinafter "CDC") and persons or companies (hereinafter "customer") for whom CDC provides German courses and other related services in Germany. If the customer does not personally utilise the services of CDC, the provisions shall apply accordingly to the recipient of the services (e.g. course participant).

## 2. Booking and order confirmation

By registering for a course, the customer submits a binding contractual offer (hereinafter "booking"). The customer should use the pro forma registration forms or CDC's online booking procedure. Other types of registration must always be interpreted as referring to CDC's current range of offers as described in CDC's official advertising material.

The customer is obliged to provide the personal data required for the preparation of the contract in a truthful manner at the time of registration.

Bookings for persons with health restrictions that could affect the provision of the booked services, e.g. allergies, must contain the express personal declaration of this person, stating that they consent to the necessary processing of their health data taking into account CDC's data protection information (hereinafter "Health Consent"); otherwise CDC shall not be authorised to use the required health data. In this case, the booking or the contract shall only become effective upon CDC receiving the Health Consent.

Bookings made by minors must be submitted or confirmed by legal guardians. In the case of minors, a written declaration of authorisation from legal guardians (hereinafter "Parental Declaration") is also required. In this case, the booking or contract shall only become effective when CDC receives the required confirmation from the legal guardians and the Parental Declaration.

CDC may acknowledge receipt of a booking with a confirmation of receipt. The confirmation of receipt does not constitute acceptance of the contract and is non-binding. CDC may accept a booking within 10 working days upon receipt. CDC shall declare its binding acceptance with an order confirmation in writing or an electronic format suitable for permanent reproduction; if no order confirmation is issued, no contract shall be deemed concluded and there shall be no entitlement to a booked service.

In the case of bookings that have been made through agencies, a contract shall only be concluded between CDC and the agency. CDC shall not be responsible for any contractual arrangements between the agency and its customers. A booking shall become binding when CDC confirms the order. In the absence of the required confirmation from the legal guardians, Parental Declaration or Health Consent, the booking or the contract with the agency, in respect of the participant concerned, shall be subject to the condition precedent of receipt of the relevant declarations and shall only become effective upon their receipt by CDC.

## 3. Number of participants

The number of participants in the courses is set at a minimum of 6 and a maximum of 15. Please note that if the minimum number of participants is not reached, we reserve the right to cancel any group courses up to 4 weeks prior to commencement of the course. If the course takes place even though the minimum number of participants has not been reached, the weekly lessons shall be reduced as follows: For 3-5 participants, 15 training units (TU) instead of 20 TU shall be taught per week, and for 1-2 participants 10 TU instead of 20 TU per week in the case of standard courses.

## 4. Entry and visa

Customers must ensure that they have possession of the necessary authorisations to enter and to stay in Germany, e.g. possession of a required visa.

If a customer is able to provide proof that they cannot obtain the required visa for their stay in Germany, through no fault of their own, they shall be able to cancel the course before its commencement for a processing fee of €150. CDC's entitlement to reimbursement of further fees and

costs incurred in accordance with these GTCs remains unaffected.

## 5. Insurance

Each customer must be able to provide proof of liability, accident and health insurance valid for Germany at the time of entry. Upon request, such insurance policies can be taken out or arranged through CDC. It is also expressly recommended that the customer should take out travel cancellation insurance, travel health insurance and insurance to cover the costs of repatriation in the event of illness or accident.

## 6. Services provided by CDC

The scope of services is set out in the respective currently valid offers and any associated service descriptions.

Lessons generally take place in the mornings. However, lessons can also be held in the afternoons during times when there are a high number of courses. Moreover, if lessons overlap with leisure activities that are offered at the same time, there is no entitlement to compensation for the leisure program. A training unit (TU) lasts 45 minutes. Lessons take place from Monday to Friday.

No lessons shall take place on public holidays, which are listed in the current price list. Individual lessons, on the other hand, shall be taken in advance or at a later date.

CDC reserves the right to change teachers. Participants' success in courses and/or University admission cannot be guaranteed.

Accommodation arranged by CDC is in private flats, dormitories or apartments. Students generally arrive on Sundays in the afternoon and depart on Saturdays in the morning. The accommodations are located in the city where the course is to take place or in the close vicinity. Our schools can be reached by public transport within a maximum travel time of 60 minutes.

**Please note: The classrooms and accommodations are generally not barrier-free.**

## 7. Prices and other costs

The prices for all services, all of which can be found in the currently valid price list, are binding.

If the University Placement Service has been booked, additional costs (e.g. third-party fees for notarisation, translations, processing fees) may be incurred which are not included in the price. CDC may demand these costs from the customer additionally and in advance.

Furthermore, CDC will charge additional costs for booking changes, refunds and payments by payment service providers (e.g. PayPal) in accordance with these GTC.

## 8. Terms of payment and payments

The customer will always receive an invoice together with the order confirmation. Invoices from CDC are issued in EUR (€) and shall be payable immediately.

For those services that have been booked with a maximum duration of 3 months, the full fee shall be paid in one payment; for booked services with a longer duration, the fee for the first 3 months shall be paid as shown on the invoice. Payment must be credited in the CDC account specified in the order confirmation/invoice no later than 4 weeks prior to commencement of the course. For bookings with a duration of more than 3 months, the fee shall be paid monthly from the 4th month onwards in the instalments indicated on the invoice. The monthly instalments must be credited to the CDC account specified in the order confirmation/invoice by the 15th of the previous month at the latest.

Payments must be made by bank transfer to the CDC account stated in the order confirmation/invoice no later than 4 weeks prior to the start of the course, or immediately in the case of later bookings. Payment by a payment service provider (for a fee, if applicable) and cash payment are also possible within the same payment periods.

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

**Please note: Without full payment of all invoice amounts due, there shall be no entitlement to receive the services that have been booked.**

## 9. Change of booking

Services that have been booked may only be changed free of charge in favour of a higher-value offer. Any other change to a booking is possible up to 2 weeks prior to

commencement of the course and at a processing fee of €50. A later change to the booking is only possible by cancellation/revocation in accordance with these GTC and simultaneous re-registration.

## 10. Right of revocation

Customers are entitled to a right of revocation in accordance with the revocation policy at the end of this document, if

- they are defined as "consumers" in accordance with section 13 German Civil Code [BGB],
- the booking is made directly with CDC, i.e. not via an agency, and
- has been made using means of long distance communication (such as letter, fax, email, online booking, telephone) or outside CDC's business premises or the customers have been contacted personally by CDC outside the business premises.

## 11. Right of cancellation

After expiry of the revocation period, the customers shall be granted a contractual right of cancellation under the conditions of this section. Cancellation shall always require declaration in writing (e.g. email). A non-appearance at the start of the course shall not constitute cancellation. Cancellation of a course, accommodation booking or other booked services is possible before the start of the course for the following fees.

- A processing fee of €150 shall be charged for cancellations up to 31 days before the start of the course.
- Up to 15 days before the start of the course, the cancellation fee is 30% of the price of all booked services, but shall be not less than €150.
- If the course is cancelled within 14 days before the start of the course, 50% of the price of the booked services will be charged, but shall be not less than €150.

If the University Placement Service has also been booked and the customer cancels before the commencement of the course, an extra processing fee of €150 will be charged. In addition, all costs incurred up to the cancellation due to third-party fees shall be borne by the customer against proof.

The date of the commencement of the course shall be the date of the start of the course stated in the order confirmation/invoice or the start of the term of the agreed accommodation service respectively.

Examinations can be cancelled free of charge up to the registration deadline of the respective Training Center. Thereafter, the examination fee will be charged in full.

In the case of cancellation, the customer reserves the right to prove that CDC has suffered less damage as a result of the cancellation.

In the event of cancellation, CDC will refund the amounts already paid after deduction of any processing fees and costs incurred. The refund shall be made exclusively to the person or agency that made the payment. Exceptions to this are only possible on the written instruction of the person or agency that made the payment.

### 11a. Failure to appear at commencement of course

If, for whatever reason, the customer is unable to make use of the booked services at the start of the course, they must inform CDC immediately, at the latest 48 hours after the scheduled start of the course. Section 15 shall apply with regard to the missed lessons. CDC shall endeavour to re-book the course in consultation with the customer if necessary.

Please note that there is often a high demand for courses and accommodation. In the interests of all customers in optimising the use of available resources, CDC therefore reserves the right to reallocate the course place and/or the booked accommodation of the customer in the event that the customer does not turn up at the start of the course without notification in accordance with sentence 1 and does not contact CDC within a grace period set by CDC in writing with notification of the reallocation of the booked services.

In this case, too, the customer may still make use of the booked services until the scheduled end of the booked course by notifying CDC; however, CDC may assign the customer another course with similar learning content and level and/or other accommodation of the agreed type. The customer must grant CDC a reasonable organisational lead time for this.

CDC's claim to reimbursement remains unaffected in the event of the customer failing to appear at the commencement of the course. If CDC is not notified in good time in accordance with sentence 1, CDC shall be entitled to charge an additional processing fee of €150 for the additional organisational costs incurred as a result. If the booked services are not utilised by the customer by the scheduled end of the course and could be used by CDC for other purposes in accordance with paragraph 2, CDC shall reimburse the customer for the amount paid after the end of the course on a pro rata basis in the amount of the proceeds generated by the other use of the booked services, with the deduction of the processing fee amounting to €150 in accordance with section 11 and the additional processing fee of €150 in accordance with section 11a. Mandatory statutory reimbursement claims made by the customer shall remain unaffected.

#### 12. Notification of arrival time

If the customer have booked accommodation, they shall inform CDC of their arrival time at least one week prior to arrival. When booking private accommodation, the host shall also be informed accordingly. If the host is not informed, it cannot be guaranteed that the host will be at home upon arrival.

#### 13. Misconduct

All customers are expected to behave in an impeccable and disciplined manner towards landlords, flatmates, other course participants and all CDC employees. CDC reserves the right to terminate the contract without notice in the event of gross violations of the applicable rules, customs or school or house rules. In the event of undisciplined behaviour, as well as violations of German law (e.g. theft, drug abuse, damage to property and personal injury, illegal downloads), CDC reserves the right to immediately exclude customers from the course or program. The costs of early departure shall be borne by the customer or their legal guardian. No refunds will be granted by CDC.

#### 14. Supervisory duties and duty of care

All underage customers that need to be registered shall require a Parental Declaration signed by the legal guardians. CDC does not assume neither supervisory duties nor duty of care for customers of legal age or minors that are not included in the booked services. In particular, employees, hosts of private accommodation, carers and other vicarious agents of CDC cannot guarantee comprehensive supervision of underage customers. Should the behaviour of a customer give cause for concern, CDC's obligation is limited to informing the legal guardians immediately.

#### 15. Missed classes

Should customers be prevented from attending lessons due to illness or otherwise through no fault of their own, they must inform CDC of their absence in good time in advance. This also applies in the event of failing to appear at the commencement of the course.

Individual training can only be cancelled up to 24 hours before the start of training or, in the case of Monday appointments, by 12:00 noon on the preceding Friday. If notification is given in good time, missed lessons shall be made up before or after the course or alternatively be credited and can then be added to the end of the course or taken within 6 months.

In the case of group courses, this shall apply provided that an adequate course is available with respect to the learning content and level subject. After that, the credit expires. For didactic reasons, the customer may no longer take part in a group course if the customer has been absent for several days. CDC will inform the customer immediately and endeavour to find a suitable replacement course within a reasonable period of time.

If the customer breaks off the University Placement Service before CDC has completed all the applications, the customer may demand, within one year, that the remaining applications be taken at an equivalent institute. Apart from this, a credit note, a subsequent replacement course or refund of booked services, as well as setting-off expenses that have not been incurred or other uses made or omitted, shall be excluded. CDC's entitlement to payment of the full price remains unaffected in all cases.

#### 16. Cancellation of lessons

Cancelled lessons shall be made up before or after the course or be credited to the customer and can then be added to the end of the course or made up within six months.

If lessons have to be cancelled without substitution for a

maximum of one course day due to the teacher being absent through illness or otherwise through no fault of CDC, CDC retains the right to the full price.

#### 17. Deficiencies in service

The customer shall be responsible for notifying CDC immediately of any deficiencies in service that may occur. No claims can be asserted without timely notification. CDC is then entitled to a reasonable period of time to remedy the deficiencies in service. If CDC does not remedy the deficiencies in service within this period, or does so unsuccessfully, and if no equivalent replacement service is provided, the customer may terminate the affected services without notice and demand compensation for any damage incurred. The deadline shall be legally superfluous if the remedy is impossible or is seriously and definitively refused by CDC.

All claims for deficiencies in service shall be time-barred one year after the date on which the services were to be fulfilled under the contract.

#### 18. Force majeure

If a course is cancelled due to force majeure, or if CDC is therefore unable to perform or cannot perform without deficiencies in service, all affected performance obligations shall be deemed to have been temporarily deferred. CDC is then entitled to remedy the situation by providing a reasonable substitute service. Replacement of classroom courses with an equivalent online course shall be deemed reasonable during the period of force majeure. Similarly, during the period of force majeure, a credit note for booked services that can be redeemed over a period of at least three years after the disruption of performance or deficiencies in service has ceased to exist is deemed reasonable.

If the disruption of performance or the deficiencies in service persist for longer than two weeks due to force majeure without CDC remedying the situation by providing a reasonable substitute service, the customer may terminate the affected service without notice. If the disruption of performance or the deficiencies in service persist for longer than six months, the customer may also terminate the affected service despite a reasonable replacement service without notice. CDC's entitlement to payment of the full price remains unaffected by offering reasonable substitute services.

If CDC informs the customer immediately of the occurrence of the disruption of performance or deficiencies in service due to force majeure, CDC shall not be liable for any resulting damage.

Force majeure means unusual and unforeseeable events over which the party invoking force majeure has no influence and the consequences of which could not have been avoided despite exercising due care. Examples include epidemics, earthquakes, terrorist attacks, and mandatory government measures to combat crises, riots, wars or civil wars.

#### 19. Termination of services

Services shall end with the expiry of their term, unless they are cancelled without notice.

The services booked may only be extraordinarily terminated without notice, by either party under exceptional circumstances. Such circumstances are considered exceptional if, based on factual evidence, the terminating party cannot reasonably be expected to uphold the contract until its agreed termination, taking into account all relevant circumstances and the interests of both parties. Termination of services may only be given within two weeks of the date on which the party entitled to terminate becomes aware of the facts relevant to the termination.

In any case, the use of forged documents/certificates and all cases expressly mentioned in these GTC shall be deemed to be exceptional circumstances.

Cancellation always requires at least a declaration in writing (e.g. email) stating the reason for cancellation. The right to claim damages is not excluded by the cancellation.

In the event of effective cancellation, CDC will refund any amounts already paid for services not yet rendered, less any possible necessary expenses, disbursements or compensation. Repayment shall be made exclusively to the person or agency that made the payment. Exceptions to this shall only be possible on the written instructions of the person or agency that made the payment.

#### 20. CDC Liability

CDC assumes full liability for any injury to life, limb, or health resulting from CDC's fault, actions of its represen-

tatives, or vicarious agents. Moreover, CDC will only be liable in cases of intentional wrongdoing or gross negligence, including those of its representatives and vicarious agents, unless there is a breach of significant contractual obligations.

Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.

In cases where CDC is held responsible for damages caused by the customer, CDC reserves the right to seek recourse. CDC disclaims any liability for the loss of personal items belonging to the customers.

#### 21. Liability of the customer and security deposit

For damage of any kind caused by a customer, the customer is personally liable to the injured party in accordance with the statutory provisions. Customers with accommodation in dormitories and in some cases with host families must pay a security deposit at the latest when moving in. In the event of damage, this will be paid out by CDC to injured parties to settle their claims for damages against the customer. Any further claims by the injured parties shall remain unaffected and will be charged to the customer. If no damage occurs, the deposit will be refunded in full upon departure.

#### 22. Final provisions

Collateral agreements to this contract must be made in writing (e.g. email) in order to be effective. The contractual relationship is subject to German law. The place of jurisdiction is Cologne if the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany or Cologne is its general or special place of jurisdiction.

#### REVOCATION POLICY

##### Right of revocation

You may revoke this contract within 14 days of concluding this contract without providing any reasons. To exercise your right to revoke, you must inform us (Carl Duisberg Centren gemeinnützige GmbH, Hansaring 49-51, 50670 Cologne, Germany; fax: +49 (0)221/16 26-256; email: [revocation@cdc.de](mailto:revocation@cdc.de)) by submitting (e.g. in a letter sent by post, fax, or email) a clear declaration of your decision to revoke this contract. To do this you may use the revocation form linked below; however, use of this form is not required.

##### Revocation form

In order to maintain your right of revocation, it is sufficient if you send your revocation notice before the revocation period expires. [https://www.carl-duisberg-language-courses.com/fileadmin/DAM/deutschkurse/pdf/widerrufsbelehrung/sample\\_revocation\\_form\\_en.pdf](https://www.carl-duisberg-language-courses.com/fileadmin/DAM/deutschkurse/pdf/widerrufsbelehrung/sample_revocation_form_en.pdf)

##### Consequences of revocation

If you cancel by exercising your right to revoke, we must return all payments that we have received from you including any delivery costs immediately and at the latest within 14 days of receiving your notice of revocation. We will not charge a fee for the refund under any circumstances, and unless otherwise agreed with you, the refund will be made using the same payment method that was used for the payment.

However, if you have requested services to begin during the revocation period and you exercise your right to revoke after the delivery of services has begun, we shall have the right to demand reasonable compensation for these services. The amount of compensation shall be determined based on the proportion of services already delivered in comparison with the total fee for services originally agreed in the contract.