

# GERMAN COURSES REGISTRATION

Please email or fax your registration form to the appropriate Carl Duisberg Training Center or enroll online at:

[www.carl-duisberg-german-courses.com](http://www.carl-duisberg-german-courses.com)

<b>Berlin</b>	<b>berlin@cdc.de</b>	<b>Fax</b>	<b>+49 (0)30/20 88 644-29</b>
<b>Cologne</b>	<b>koeln@cdc.de</b>	<b>Fax</b>	<b>+49 (0)221/16 26-314</b>
<b>Marburg</b>	<b>marburg@cdc.de</b>	<b>Fax</b>	<b>+49 (0)6421/17 45-45</b>
<b>Munich</b>	<b>muenchen@cdc.de</b>	<b>Fax</b>	<b>+49 (0)89/12 66 46-46</b>
<b>Radolfzell</b>	<b>radolfzell@cdc.de</b>	<b>Fax</b>	<b>+49 (0)7732/92 01-92</b>

Stamp (for agency bookings only)

PROMOTION CODE:

## PARTICIPANT INFORMATION

Male <input type="checkbox"/>	Female <input type="checkbox"/>	Non-binary <input type="checkbox"/>	Last (family) name <input type="text"/>	Language preference for correspondence with Carl Duisberg Centren: English <input type="checkbox"/>	German <input type="checkbox"/>
			First (given) name <input type="text"/>	Invoice Address (if different) Company Name/Sending Institution (if applicable) <input type="text"/>	
Date of Birth (Day/Month/Year) <input type="text"/>		Passport Number <input type="text"/>			
Nationality <input type="text"/>			I require a visa. <input type="checkbox"/>	Address (including house number or P.O. Box) <input type="text"/>	
Telephone <input type="text"/>			Zip Code/Postcode <input type="text"/>	City <input type="text"/>	
Email <input type="text"/>			Country <input type="text"/>		
Address (including house number or P.O. Box) <input type="text"/>			Please send my invoice by: Post <input type="checkbox"/>		
Zip Code/Postcode <input type="text"/>			Email <input type="checkbox"/>		
City <input type="text"/>			Courier <input type="checkbox"/>		
Country <input type="text"/>			In case of emergency, please contact (name, address, telephone number): <input type="text"/>		

## GERMAN LANGUAGE SKILLS

Please select the level of your German language skills:

None  **A1**  **A2**  **B1**  **B2**  **C1**  **C2**

Have you completed the Carl Duisberg Online Placement Test and submitted it to us?

Yes  No

Have you already participated in a German course at Carl Duisberg Centren?

Yes  No

Where?

When? (year)

## COURSE LOCATION

I would like to book my course at the following Carl Duisberg location in ... / online:

<input type="checkbox"/> BERLIN	<input type="checkbox"/> COLOGNE	<input type="checkbox"/> MARBURG	<input type="checkbox"/> MUNICH	<input type="checkbox"/> RADOLFZELL	<input type="checkbox"/> ONLINE
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Should my preferred location not be available, I would like to book a course at the following location (please indicate an alternative choice):

## GERMAN COURSES

Please select the course you would like to attend:

<input type="checkbox"/> <b>German Intensive Course</b>	<input type="checkbox"/> <b>German One-to-one Course</b> (Min. 4 TU)	<input type="text"/> Number of training units/week
<input type="checkbox"/> <b>German Crash Course 5</b>	<input type="checkbox"/> <b>German Crash Course 10</b>	<input type="checkbox"/> <b>Compact Online German Course</b>
Duration of stay: <input type="text"/> weeks.	Course start date (Mon.): <input type="text"/>	Course end date (Fri.): <input type="text"/>

## GERMAN EXAMS AND EXAM PREPARATION

Please select the exam you would like to book:

<input type="checkbox"/> <b>telc Deutsch B1</b>	<input type="checkbox"/> <b>telc Beruf (Profession) B2-C1</b>	<input type="checkbox"/> <b>telc C1 Hochschule (College)</b>
<input type="checkbox"/> <b>telc Deutsch B2</b>	<input type="checkbox"/> <b>telc Beruf (Profession) C1</b>	<input type="checkbox"/> <b>TestDaF</b>
<input type="checkbox"/> <b>telc Deutsch C1</b>	<input type="checkbox"/> <b>telc Pflege (Healthcare) B1-B2</b>	
<input type="checkbox"/> <b>telc Beruf (Profession) B1-B2</b>	<input type="checkbox"/> <b>telc Medizin (Medicine) B2-C1</b>	

Exam date:  I would like to book a preparation course for the following exam:

## UNIVERSITY PREPARATION PROGRAMS

<input type="checkbox"/> <b>Preparation Course for 'Studienkolleg'</b>	<input type="checkbox"/> <b>University Placement/Enrollment at a State-run 'Studienkolleg'</b>
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## PROGRAMS FOR KIDS AND TEENS IN RADOLFZELL

Please select the program you would like to book (min. duration 2 weeks):

<input type="checkbox"/> <b>Football Camp for Kids (ages 11-14)</b>	<input type="checkbox"/> <b>Summer Holiday Course for Teens (ages 15-17)</b>
<input type="checkbox"/> <b>Urban Dance Camp for Kids (ages 11-14)</b>	
<input type="checkbox"/> <b>Activity Camp for Kids (ages 11-14)</b>	

Duration of stay:  weeks. Course start date (Mon.):  Course start date (Fri.):

For Football and Urban Dance Camp only, child's clothing size for sportswear (XS-XXL):

## HIGH SCHOOL PROGRAM IN GERMANY

<b>Placement Program</b>	Duration	3 months <input type="checkbox"/>	4 months <input type="checkbox"/>	ca. 6 months <input type="checkbox"/>	ca. 11 months <input type="checkbox"/>
	Location: Lake Constance region	<input type="checkbox"/>	Other region	<input type="checkbox"/>	
<b>High School Preparatory Program</b>	Duration	<input type="text"/> weeks.	Course start date (Mon.):	<input type="text"/>	Course end date (Fri.): <input type="text"/>

## ACCOMMODATION & MEALS/OTHER SERVICES

Arrival date (Sun.):

Departure date (Sat.):

### GERMAN COURSES

**Private Accommodation** (Berlin, Cologne, Marburg, Munich and Radolfzell)

Single room without board

Single room with breakfast

Single room with half board

**Residence self-catering** (Berlin, Munich and Radolfzell)

**Shared Apartment** (Marburg)

Single room  Twin room

**Apartment self-catering** (Berlin, Cologne, Marburg, Munich and Radolfzell)

Single apartment self-catering

**SUMMER HOLIDAY COUSE** (Radolfzell)

(Full board on weekdays/half board on the weekends)

Homestay family, single room  Residence, single room  Residence, twin room

Should my desired accommodation be booked out, I would like to book the following accommodation (please indicate an alternative choice):

I would like to book  additional nights.

From/to  I do not require any accommodation.

Special requests

Special medical needs:

(If yes, please provide further details and fill out the consent form on the next page granting us permission to store and process your personal medical data.)

Yes  No

Would you like to book an **airport transfer**? Yes  No

If yes,  on arrival  for departure

Arrival time:

Departure time:

Flight number:

Airport:

For airport transfer pick up, I can be reached at the following mobile number:

Would you like to take out a **Personal Health, Accident and Liability Insurance Policy** through Carl Duisberg Centren for the duration of the course? Yes  No

Arrival date:

Departure date:

Would you like to pay with a credit card? (Only possible via PayPal with an extra fee of 10 €).

Yes  No

Would you like all documents sent to you by **courier**? Yes  No

Yes  No

## GENERAL INFORMATION

I heard about Carl Duisberg Centren through: Internet  Personal recommendation

I read an article about the organization (publication/media source/internet site):  I saw an ad (publication/media source/internet site):

Other:

### For direct bookings by PRIVATE INDIVIDUALS / COMPANIES / OTHER CLIENTS only (not for agencies):

I hereby declare that I have read and acknowledge the General Terms and Conditions for Carl Duisberg German Courses. By submitting this registration form, I am booking the above services.

Please take a moment now to review our Data Protection Policy, which can be found here: <https://www.carl-duisberg-german-courses.com/cddsh>. Or to receive a copy by post, please send a letter requesting "Data Protection Policy by post" along with your name and address to: Datenschutz – Carl Duisberg Centren, Hansaring 49–51, 50670 Cologne, Germany.

Place (city)

Date

X

Signature (course participant / in case of minors: parent(s) or legal guardian(s) / for corporate clients: authorized representative)

**For bookings from AGENTS only:**

I hereby declare that we have read and acknowledge the General Terms and Conditions and the Data Protection Policy for the Carl Duisberg German Courses. By submitting this registration form, we are booking the above services.

Please take a moment now to review our Data Protection Policy, which can be found here: <https://www.carl-duisberg-german-courses.com/cddsh>. Or to receive a copy by post, please send a letter requesting "Data Protection Policy by post" along with your name and address to: Datenschutz – Carl Duisberg Centren, Hansaring 49–51, 50670 Cologne, Germany.

Agency:	<input type="text"/>	Agency address:	<input type="text"/>
Agent:	<input type="text"/>		
Carl Duisberg customer number (if known):	<input type="text"/>		
Place (city)	Date	<input checked="" type="checkbox"/>	Signature (agent) and agency stamp

**CONSENT TO PROCESS PERSONAL DATA CONCERNING HEALTH**

of the participant   
(First and last name of the course participant)

born on  in   
(Date of birth) (Place of birth/city, country)

granted to the controller as defined in Article 4 No. 7 GDPR

Carl Duisberg Centren gemeinnützige GmbH, Hansaring 49–51, 50670 Cologne, Germany

In order to deliver the services in line with our contractual agreement, we must store and make use of your health data so that we can determine if we are able to offer you the product that you have selected and where appropriate to make the necessary accommodations for you to be able to participate in classes and access the housing and other facilities. To do this we need your consent as a legal basis for this data processing. Your health data will not be used for any other purpose and will only be transferred to a data processor (in accordance with Article 28 GDPR) with whom we have entered into a contractual relationship that binds the processor to comply with statutory data protection standards. At the latest, your health data will be completely deleted 4 years after the end date of the last course. You may exercise all your rights concerning your data controlled by us and our data protection officer, including but not limited to rectification of these data at any time and where applicable you may request that the data be deleted at an earlier point in time. You can contact our data protection officer by email: [datenschutz@cdc.de](mailto:datenschutz@cdc.de). In addition, you have the right to lodge a complaint against us with a European data protection supervisory authority.

I have the following health conditions that may limit my ability to participate in the course selected:

\* e.g. allergies, restricted mobility, chronic illnesses; please also indicate if you require regular assistance or medications.

I hereby allow Carl Duisberg Centren to carry out the processing of my health data as described above. I acknowledge that I have the right to withdraw this consent at anytime for the future use of these data.

Place (city)	Date	<input checked="" type="checkbox"/>	Signature of the participant or the parent(s) / legal guardian(s)
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**YOU WILL RECEIVE A BOOKING CONFIRMATION AS SOON AS POSSIBLE.**

# GENERAL TERMS AND CONDITIONS – CARL DUISBERG IN-PERSON COURSES – VERSION 06/2020

## 1. General information

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. Booking and order confirmation

By submitting his or her registration in writing or by using CDC’s online registration, the customer tenders a legally binding contract offer (hereinafter referred to as 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.

Bookings for persons with medical restrictions that could affect our ability to provide the services booked, e.g. allergies, must include express consent from these persons granting us permission to process the required health data as laid out in our Data Protection Policy (hereinafter referred to as 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.

Bookings by minors must be submitted or confirmed by their parent/guardian. In addition, minors also require a written authorization from their parent/guardian (hereinafter referred to as Parent/Legal Guardian Declaration of Consent). In this case, the booking or the contract will not go into effect until CDC has received confirmation from the parent/guardian and the Parent/Legal Guardian Declaration of Consent.

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. 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 (the confirmation can also be made in an electronic form as long as this format is able to be archived and viewed for an indefinite period); 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).

## 3. 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 partici-

pants: 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.

## 4. Immigration and visas

Customers are solely responsible for ensuring that they meet the requirements for entry and their planned stay in Germany, e.g. possession of the necessary visa.

If a customer is able to demonstrate that due to no fault of his or her own the required visa application was rejected, the customer may withdraw from the course by paying a processing fee in the amount of €150. Withdrawing from a course in this manner shall not affect CDC’s rights to compensation for other fees due and costs incurred as laid out in these General Terms and Conditions.

## 5. 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 or arranged through CDC. In addition, 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.

## 6. Services provided by CDC

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

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.

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.

CDC reserves the right to change teachers should this be necessary. Participants’ success in courses and/or meeting learning goals cannot be guaranteed.

The accommodations arranged by CDC are private apartments, dormitories, or studio apartments. Participants usually arrive on Sunday afternoon and depart on Saturday morning. The accommodations 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.

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

## 7. 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 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 extra fees for changes to the booking, reimbursements, and payments made using PayPal as laid out in these General Terms and Conditions.

## 8. 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 once payment in full has been received.

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

## 9. 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 later change in the booking is only possible by cancelling the contract in accordance with the cancellation policy outlined in these General Terms and Conditions and simultaneous new registration.

## 10. Right to withdraw from the contract

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.

## 11. Right to cancellation

After the withdrawal period has ended, the customer has a contractual right to cancel services booked as detailed in this section. In order to cancel services booked, notice must, at a minimum, be given in writing (e.g. by email).

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.

Please note: 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, an extra processing fee of €150 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.

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.

## 12. Notification of arrival times

Customers who have booked accommodations must notify

CDC at the latest one week in advance of the exact time of their arrival. If private accommodations have been booked, the host will also be informed of the arrival time. If a host is not able to be notified, it cannot be guaranteed that the host will be at home when the customer arrives.

### 13. 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 immediately 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.

### 14. 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.

### 15. Missed lessons

Should the customers be unable to participate lessons due to illness or circumstances out of their own control, they must notify CDC they are unable to attend a lesson in a timely manner before the scheduled lesson. 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. 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; otherwise, CDC will grant a credit for the missed training units that can be added on to the end of the course or be used within 6 months; after these 6 months have elapsed, the credit expires. 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 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. In all cases, CDC retains its right to full payment for its services.

### 16. Cancelled lessons

Cancelled lessons will be rescheduled for either before or after the originally scheduled session; otherwise the customer will be issued a credit for the missed training units that can be added on to the end of the course or be used within 6 months. If it should be necessary to cancel lessons due to illness of a teacher or other circumstances beyond CDC's control and it is not possible to arrange a substitute teacher or alternative class appointment, CDC shall retain its right to full payment as long as such interruptions are no longer than a maximum of one course day.

### 17. Deficiencies

It is the customer's responsibility to immediately notify CDC of any deficiencies. If timely notification of deficiencies is not received, the customer forfeits all rights to make claims against CDC for these deficiencies. After it has been notified of deficiencies, CDC has an appropriate grace period to correct the deficiencies. Should CDC fail to or be unable to correct the deficiencies within this grace period and no equivalent service of equal value is provided, the customer is entitled to terminate the contract immediately and pursue claims for damages incurred. A grace period is not necessary if a remedy is impossible, or if CDC genuinely and finally

refuses to provide a remedy.

All claims against CDC due to deficient performance must be made within one year after the day on which the contracted period of services was set to end.

### 18. Force majeure

Should it occur that a course be cancelled as a result of force majeure or CDC is unable to deliver a service free of deficiencies due to these unforeseeable circumstances, all contractual obligations to perform all affected services shall be temporarily suspended. CDC reserves the right to remedy these deficiencies by providing a reasonable alternative service. The substitution of in-person teaching with online teaching shall be deemed reasonable in situations where force majeure affects the delivery of services. In addition, a voucher valid for a period of three years after the obstacles to providing services have been cleared or the deficiencies have been corrected shall also be considered reasonable in situations where force majeure affects the delivery of services. Should obstacles to providing services or deficiencies due to force majeure persist for longer than two weeks without CDC offering a remedy of a reasonable alternative service, this is cause for the customer to terminate the contract for the affected service immediately. Should obstacles to providing services or deficiencies persist for longer than six months, this is cause for the customer to terminate the contract for the affected service immediately despite a reasonable alternative service having been provided. Should a reasonable alternative service be necessary, CDC still retains its right to full payment of the total contractually agreed price.

If CDC informs the customer immediately of obstacles to providing services or deficiencies due to force majeure, then CDC shall not be liable for any damages resulting from these unforeseeable circumstances.

Force majeure is defined as unusual and unforeseeable events, upon which the party affected by force majeure has no influence and the consequences of which the affected party could not have avoided despite taking due care. Examples of force majeure are epidemics, earthquakes, acts of terrorism, compulsory government measure to avert crises, revolts, wars, or civil wars.

### 19. Termination of services

Services shall end when the contracted period of service expires, provided the contract was not terminated for cause before the contracted period expires.

Both parties may only exercise the right to immediate termination of booked services for cause if a compelling reason can be shown. A compelling reason exists if based on the facts and taking into account all circumstances of the individual case as well as weighing the interests of both parties to the contract, it is unreasonable to ask the terminating party to continue the contract until the agreed term expires. Notice of termination must be given within two weeks from the point in time when the party entitled to terminate the contract became aware of the facts that justified the termination.

A compelling reason that will in all cases allow for immediate termination for cause is the use of forged documents/certificates as well as all other cases explicitly mentioned as cause for immediate termination in these General Terms and Conditions.

At a minimum, proper notice of termination must always be made in writing (e.g. email), and such notification must provide the reason for tendering notice on the contract. Giving notice on the contract shall not affect the right to compensation for damages.

If the notice is deemed valid, CDC will refund payments already made on services that have not been delivered, minus any necessary costs, expenses, or damages that may still be outstanding. 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.

### 20. 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.

### 21. Liability of the customer and 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.

### 22. Closing provisions

Any agreement deviating from these General Terms and Conditions requires written confirmation (e.g. email) from CDC.

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

Place of jurisdiction is Cologne, Germany, insofar as one of the following applies: 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; if he or she has no general place of jurisdiction in Germany, or Cologne is his or her general or special place of jurisdiction.

### NOTICE OF THE RIGHT TO WITHDRAW

#### Right to withdraw from the contract

**You may withdraw from this contract within 14 days of concluding this contract without providing any reasons.**

**To exercise your right to withdraw, 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 withdraw from this contract.**

**To do this you may use the withdrawal form linked below; however, use of this form is not required.**

[https://www.carl-duisberg-deutschkurse.de/fileadmin/dam/deutschkurse/pdf/widerrufsbelehrung/sample\\_revocation\\_form\\_en.pdf](https://www.carl-duisberg-deutschkurse.de/fileadmin/dam/deutschkurse/pdf/widerrufsbelehrung/sample_revocation_form_en.pdf)

**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 including any delivery costs immediately and at the latest within 14 days of receiving your notice of withdrawal. 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.**

**If you have requested services to begin during the withdrawal period and you exercise your right to withdraw 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.**