

GENERAL TERMS AND CONDITIONS

Relocation and Expatriate Services

Organisational Support for Moving to and Living in Germany

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Provider
SprachenSchmiede – Die Sprachenakademie Deutschlands
Proprietors: Ms Hayam Madkoor and Dr phil. habil. Willy Wellhausen
Idsteinerstr. 122, 60326 Frankfurt am Main, Germany
Email: sprachenschmiede@gmail.com

§ 1 Provider and Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts for relocation and expatriate services between the provider identified above ("SprachenSchmiede") and its customers.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into a contract, acts in the course of its trade, business or independent professional activity (Section 14 BGB). Unless otherwise specified, "customers" within the meaning of these GTC include both consumers and business customers.

(3) Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall form part of the contract only if SprachenSchmiede has expressly agreed to their applicability in text form. Individually negotiated agreements shall take precedence over these GTC.

(4) The version of these GTC in force at the time the contract is concluded shall apply. Separate terms and conditions apply to other services provided by SprachenSchmiede.

§ 2 Conclusion of Contract

(1) The presentation of services on the website is non-binding and does not constitute a binding offer; rather, it constitutes an invitation to the customer to submit an offer (by placing an order, making a booking or submitting an enquiry).

(2) Orders placed through the online shop: By clicking the button labelled "Order with obligation to pay" ("Zahlungspflichtig bestellen"), or another button with comparably unambiguous wording, the customer submits a binding offer to conclude a contract. Before submitting the order, the customer may review and correct the details entered during the ordering process. SprachenSchmiede acknowledges receipt of the order by email; this acknowledgement of receipt does not yet constitute acceptance. A contract is concluded when SprachenSchmiede accepts the order in text form (by issuing an order or booking confirmation) or commences performance of the service.

(3) Individual quotations: For relocation and expatriate services, SprachenSchmiede prepares an individual quotation (for a package or a separate assignment) based on the information provided. Unless stated otherwise, the quotation is binding for 14 days from receipt and sets out the services, remuneration, dates or deadlines and, where applicable, third-party services. The contract is concluded when the customer accepts the quotation in text form (email being sufficient).

(4) SprachenSchmiede retains the contract text and sends the customer the order details and these GTC by email after conclusion of the contract. These GTC may be accessed and saved at any time on the SprachenSchmiede website.

(5) The contractual language is German. Communication may also take place in English or Arabic by agreement; however, the German version of the contractual documents shall remain authoritative.

(6) Unless otherwise provided in these GTC, contracts with consumers are concluded only with persons who have reached the age of majority.

§ 3 Target Groups, Services and Nature of the Contract

(1) Relocation and expatriate services consist of organisational support and coordination services for international students, skilled workers, businesspeople, diplomats and, where applicable, their family members in connection with arriving in and living in Germany.

(2) Depending on the quotation, the services may include general guidance on local procedures, assistance with organising appointments, compiling documentation, communication and language assistance, accompaniment to appointments, and coordination with service providers selected by the customer.

(3) The scope shall be established in a service package or individual assignment, specifying in particular the list of services, place of performance, number of appointments, availability and service period. SprachenSchmiede is obliged to exercise due care in providing the agreed support services, not to achieve a particular outcome such as the granting of a visa or residence permit, admission to a course of study, the obtaining of employment or the securing of accommodation.

§ 4 Exclusion of Activities Requiring Authorisation

(1) SprachenSchmiede does not provide individual legal advice (in particular concerning immigration, employment, tenancy or tax law), tax advice or insurance or financial advice or intermediation. General information and guidance are non-binding and do not replace advice from professionals authorised to provide it. Upon request, SprachenSchmiede will refer the customer to appropriately authorised independent professionals.

(2) Acting as an intermediary in, or identifying opportunities for, the letting of residential accommodation for remuneration is not included in the services. Such services will be offered only under a separate agreement and where the statutory requirements are met (in particular those under the German Residential Accommodation Brokerage Act (Wohnungsvermittlungsgesetz) and Section 34c of the German Trade Regulation Act (Gewerbeordnung – GewO)). Otherwise, assistance with finding accommodation is limited to providing information, arranging appointments, language assistance and accompanying the customer.

(3) SprachenSchmiede shall not engage external service providers without the customer's consent or on the customer's behalf unless the relevant authority to act has been granted.

§ 5 Customer Cooperation, Powers of Attorney and Responsibilities

(1) The customer shall provide all necessary information and documents completely, accurately and in good time and shall make the necessary decisions themselves. The customer remains responsible for meeting their own official deadlines unless monitoring deadlines has been expressly agreed as part of the services.

(2) If SprachenSchmiede is to make declarations or submit documents to public authorities, universities, landlords or other third parties, an express power of attorney from the customer in text form is required, specifying the scope and purpose of the representation precisely. SprachenSchmiede shall act only within the scope of that authority and the customer's instructions and only insofar as the representation is legally permissible. The customer may revoke the power of attorney at any time.

§ 6 Third-Party Providers and Official Decisions

(1) Services provided by public authorities, banks, insurance companies, universities, landlords, transport providers and other third parties are subject to their own terms and conditions unless expressly agreed otherwise.

(2) No guarantee is given that visa or residence applications will be accepted, that admission to a course of study will be granted, that a job search will be successful or that accommodation will be offered. SprachenSchmiede's obligation to provide the agreed support services with due care remains unaffected.

(3) If SprachenSchmiede receives remuneration or other benefits from third-party providers in connection with recommending them, it shall disclose this to the customer in advance.

§ 7 Appointments, Deadlines and Accompaniment

(1) SprachenSchmiede shall coordinate appointments and project stages insofar as customer cooperation and third-party availability permit. Binding completion deadlines must be agreed separately.

(2) The customer may cancel or reschedule appointments for accompaniment and support without charge by giving notice in text form at least 48 hours before the scheduled start. In the event of later cancellation or non-attendance, the right to remuneration for the reserved time shall remain unaffected; however, SprachenSchmiede must deduct expenses saved and income from alternative work. The customer retains the right to demonstrate that a lower amount of expenditure or loss was incurred.

§ 8 Duration, Termination and Discontinuation

(1) Packages shall run for the period specified in the quotation and end when that period expires without notice of termination being required; there shall be no automatic renewal.

(2) The customer may terminate the contract at any time in text form. In that event, remuneration shall be payable for services performed up to that point and for measures already initiated that can no longer be avoided; fees paid in advance for services not performed shall be refunded. The right to terminate for good cause, statutory termination rights and consumers' right of withdrawal remain unaffected. SprachenSchmiede may terminate the contract for good cause, in particular if the customer provides false or forged information or documents.

§ 9 Prices and Payment

(1) The prices communicated to the customer before conclusion of the contract shall apply. These are total prices stated in euros.

(2) Value added tax (VAT): SprachenSchmiede currently qualifies as a small business within the meaning of Section 19 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). Accordingly, no VAT is included in the stated prices or shown separately.

(3) If SprachenSchmiede ceases to qualify for the small-business VAT exemption (e.g. because the statutory turnover thresholds are exceeded or the exemption is waived), it shall, from that point onwards, show the VAT required by law in respect of newly concluded contracts. Consumers shall then be quoted total prices inclusive of VAT; contracts already concluded with consumers shall remain subject to the agreed price. In contracts with business customers, VAT legally due shall be payable in addition to the agreed price if the service is not performed until after the small-business exemption has ceased to apply; quotations may then state net prices plus VAT.

(4) The payment methods displayed during the checkout process are available in the online shop (currently, in particular, PayPal and card payment). Payment is due upon completion of the order unless otherwise agreed in the quotation. Where payment is by invoice, the invoiced amount must be paid in full within 14 days of receipt of the invoice, unless a different payment period has been agreed.

(5) Package prices, hourly fees, travel-related costs and chargeable additional services shall be clearly specified in the relevant quotation. Fees, deposits, rent, commissions and other third-party costs do not form part of SprachenSchmiede's fee and shall be incurred or passed on only following prior agreement in text form; they shall be accounted for against receipts.

(6) For packages, all or part of the fee may fall due in advance if so specified in the quotation.

(7) In the event of late payment, the statutory provisions shall apply.

(8) The customer may set off claims only if they are undisputed or have been established by a final and binding court judgment. The customer may exercise a right of retention only insofar as it arises from the same contractual relationship.

§ 10 Consumer Right of Withdrawal

(1) Consumers have a statutory right of withdrawal in respect of distance contracts. Details, in particular the withdrawal period, the procedure for exercising the right and the consequences of withdrawal, are set out in the withdrawal instructions together with the model withdrawal form, which are made available to the customer before the order is submitted and may be accessed on the website.

(2) If SprachenSchmiede begins performance of the service at the consumer's express request before the withdrawal period has expired, the statutory provisions (Sections 356 and 357a BGB) shall apply with respect to payment for services already provided and the early expiry of the right of withdrawal upon full performance. The information and declarations required for this purpose are contained in the withdrawal instructions.

(3) Business customers have no statutory right of withdrawal. Statutory rights of termination, rescission and remedies for defects remain unaffected.

§ 11 Confidentiality and Data Protection

(1) SprachenSchmiede shall treat the customer's non-public information and documents as confidential and protect them by appropriate technical and organisational measures.

(2) SprachenSchmiede may engage employees and subcontractors to perform the services unless performance by a particular person has been agreed. Such persons shall be bound by confidentiality obligations. SprachenSchmiede remains responsible for performance in accordance with the contract. Statutory duties of disclosure and retention remain unaffected.

(3) Personal data shall be processed in accordance with applicable data protection legislation. Further details, in particular concerning videoconferencing services, payment service providers, communications and assignment documents, are set out in the privacy policy on the SprachenSchmiede website.

(4) Identity card and passport details, residence permits, evidence of education and employment, health data and other sensitive data shall be processed only insofar as necessary for the agreed services and where a lawful basis exists. Information shall be disclosed to public authorities or third parties only on the customer's documented instructions, on the basis of consent or pursuant to another lawful basis.

(5) For particularly confidential matters (e.g. those involving diplomats or commercially sensitive relocations), an additional confidentiality or security agreement may be concluded. Original documents shall be returned upon completion; copies shall be deleted after the expiry of statutory retention periods.

§ 12 Liability

(1) SprachenSchmiede shall be liable without limitation for intentional misconduct and gross negligence, for loss or damage arising from injury to life, limb or health, for defects fraudulently concealed, where a guarantee has been assumed, under the German Product Liability Act (Produkthaftungsgesetz), and in all other cases in which liability cannot be excluded or limited under mandatory statutory provisions.

(2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the loss or damage typical of the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary to enable the contract to be performed properly and on whose observance the customer may normally rely.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. The foregoing limitations of liability shall also apply for the benefit of SprachenSchmiede's employees, legal representatives and persons engaged to perform its obligations.

(4) The customer's statutory remedies for defects remain unaffected.

(5) SprachenSchmiede shall not be liable for decisions made by public authorities, universities, landlords, banks and other third parties or for services provided by such parties. Liability for breaches of SprachenSchmiede's own obligations remains unaffected, subject to the provisions of this section.

§ 13 Force Majeure and Unforeseeable Impediments

(1) In the event of extraordinary occurrences for which neither contracting party is responsible and which render performance wholly or partly impossible or significantly more difficult (e.g. natural events, measures taken by public authorities, illness of the assigned interpreter, or failure of electricity or telecommunications networks), the rights and obligations of the parties shall be governed by the statutory provisions. Both parties shall inform each other without delay and endeavour to reach a reasonable, mutually agreed solution.

(2) Fees already paid for services not provided shall be refunded insofar as the services are not subsequently performed. There is no further exclusion of claims for reimbursement.

§ 14 Applicable Law, Jurisdiction and Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(2) If the customer is a merchant within the meaning of German commercial law, a legal person under public law or a special fund under public law, the registered place of business of SprachenSchmiede shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. For consumers, the statutory rules on jurisdiction shall apply.

(3) SprachenSchmiede is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision (Section 306 BGB).