General Terms and Conditions for Service Contracts

of the Welcome Centre for the Göttingen Campus and the Southern Lower Saxony Region

1. General

1. These General Terms and Conditions are an integral part of all offers and contracts for services of the Welcome Centre for the Göttingen Campus and the Southern Lower Saxony Region (hereinafter: "Welcome Centre") and apply to the contractual partner (hereinafter: "Client"). The Client is a company and not a private person.

2. Other conditions of the Client are binding only when agreed in writing. References by the Client to its conditions are hereby expressly excluded. Verbal agreements and arrangements are binding only when confirmed in writing.

2. Contractual object and scope of performance

1. The Welcome Centre takes on the activities and tasks specified in the service spectrum for the Client.

2. A service contract comes into being through the transfer of the signed order or offer by post, fax or email and the subsequent confirmation of the order (acceptance) by the Welcome Centre.

3. The contractual object and scope of performance are taken from the commission and the service spectrum.

4. The services of the Welcome Centre are performed by the SüdniedersachsenStiftung.

5. The Welcome Centre does not owe a specific level of success. If contractually-agreed performance is actually not possible, the Welcome Centre shall notify the Client of this.

6. All services performed by the Welcome Centre are documented with date, duration and description of the performance. The Client shall be notified of this at regular intervals.
3. Duties of the Client

1. The Client shall ensure the necessary conditions for the provisions of the contractually-agreed performance by the Welcome Centre and support the Welcome Centre in the provision of the contractually-agreed performance.

2. The Client must support the Welcome Centre in the provision of services by, for example, providing details and information in order to ensure the smooth provision of services by the Welcome Centre.

4. Contact partner

1. The Client nominates a contact partner instructed on the release, distribution and acceptance of information and consent declarations.

2. Notification must be given in writing of a change in contact partner or the contact details (address, telephone, email) of the contact partner.

5. Prices and payment

1. The conditions and price lists applicable at the time of the commissioning are decisive. Earlier prices become invalid upon introduction of a new price list. The introduction of a new price list does not affect any service contracts already concluded. Prices are subject to statutory VAT.

2. The invoice amount is payable within 14 days of the invoice date. Discounts are not granted.

3. Payments must be made by bank transfer to the account of the SüdniedersachsenStiftung.

4. Default interest is calculated on the basis of Section 288 of the German Civil Code (BGB).

5. The Client bears the costs of prosecution.

6. The offsetting of counterclaims is only permissible for undisputed or legally-binding claims.
6. Liability

1. The liability of the Welcome Centre is generally limited to the intentional or gross negligent action of the Welcome Centre. This limitation of liability does not apply in the case of culpable damage to life, limb or health or due to fraudulent concealment of a defect or in the case of significant contractual violations.

2. Significant contractual obligations are those obligations whose fulfilment is a prerequisite for enabling the proper execution of the contract and on whose fulfilment the contractual partner can normally rely.

3. The Welcome Centre is not liable for slight negligence, with the exception of the case of injury to life, limb or health or due to the violation of significant contractual obligations.

4. The claims of companies become time-barred in one year. The period of limitation does not apply for damage that has been caused by the intention or gross negligence of the Welcome Centre or in the case of injury to life, limb or health.

5. The above regulations apply to the same extent for the vicarious agents of the Welcome Centre.

6. In addition, the statutory provisions apply.

7. Duration of the contract

1. The contract is for one year.

2. The right to terminate without notice for just cause remains unaffected.

3. All terminations must be in the written form to be effective.

8. Confidentiality

1. The contractual parties undertake, during the term of the service relationship and after its conclusion, to maintain secrecy of all information made accessible to them in connection with the Service Contract which is marked as confidential or is recognisable as an operational or business secret, for an indefinite period of time.
2. This obligation to confidentiality does not apply to information that has become publicly known without violation of the obligation to confidentiality.

3. Records and notifications to third parties are undertaken only to the extent required by the contract for the provision of the respective services.

9. Ancillary provisions

1. The written form is required by this contract and any future changes or supplements.

2. The contract fully reflects all agreements between the contractual parties. No subsidiary agreements to this contract have been made as of the present.

10. Place of performance and jurisdiction

1. Place of performance for the payment of the Welcome Centre’s remuneration as well as for other performance of the Welcome Centre is the registered office of the Welcome Centre.

2. The place of the registered office of the Welcome Centre is agreed as the place of jurisdiction. The Welcome Centre is also entitled to claim the general place of jurisdiction of the Client, at its discretion.

3. This Service Contract is subject to German law.

11. Invalidity, contractual gaps, data protection

1. Should provisions of this contract or any future provision recorded in it be invalid or unenforceable, in part or in whole, or later lose their validity or enforceability, the validity of the remaining provisions of the Agreement are not affected. The same applies should the contract contain a gap.

2. In place of the invalid or unenforceable provisions or in order to fill the gap, a suitable provision shall apply which the parties would have agreed upon had the point been considered at the time of conclusion of the contract. This also applies if the invalidity of a provision concerns a specific figure given in this contract with regard to performance or time (deadline or date), for example; in such cases, the legally permissible figure with regard to performance or
time (deadline or date) that comes closest to the one intended shall replace the invalid one in the provision.

3. If the application of a provision in the sense described above can only be achieved through agreement under consideration of formal requirements, the parties involved are obligated to undertake the actions required and provide declarations.

4. The Welcome Centre processes personal data only in accordance with the statutory provisions and the Data Policy which can be accessed at https://www.suedniedersachsenstiftung.de/downloads/.

Göttingen, 25 June 2019