



Terms of Services

Angela Carstensen

1. Scope and Definitions

1.1. These Terms of Services (ToS) in their currently valid form apply to all tutoring contracts concluded with Angela Carstensen (Heidkampsstieg 14, 25469 Halstenbek). Deviations from these terms and conditions and ancillary agreements must be made in writing. Deviating terms and conditions of students or their legal guardians will be rejected.

1.2. The persons referred to below as contractual partners are those with whom the respective contract is concluded. The term “student” refers to those who accept the teaching offer on the basis of the respective contract. In the following, Angela Carstensen will be referred to as “tutoring provider”.

1.3. The current version of these ToS can be viewed at www.angela-carstensen.de/terms-of-service at any time and is available for download as a PDF.

2. Implementation

2.1. The tutoring provider will give lessons in one or more of these subjects: Mathematics, Chemistry, Physics, Biology or Scientific German with Dr. Angela Carstensen. It is possible to switch flexibly between subjects as needed.

2.2 Lessons will take place in 1:1 format for 60 minutes per session. The tutoring contract will state whether the appointments will repeat on a weekly basis.

2.3. Tutoring will take place either at the tutoring provider’s premises, at the student’s home or online, dependent on the wishes of the contracting parties. Remuneration for the tutoring lessons will depend on the respective location.

3. Cancelling of Lessons

3.1. There will be no lessons on Public Holidays. During school or university holidays, appointments on lessons can be agreed upon. If the student or their guardians do not require any tutoring during school holidays, the contract will be suspended until the first school day thereafter and no fee will be due.

3.2. Tutoring lessons have to be cancelled at least 24 hours prior to the agreed upon appointment. After this time the missed lesson will be charged at 100%. Exceptions to this - only in case of illness - are possible on the part of the tutoring provider as a gesture of goodwill, without there being any entitlement to this.

3.3. If an appointment is cancelled based on the tutoring provider's inability to attend, the missed lesson will not be charged. There is no entitlement to a make-up session.

4. Remuneration

4.1. The terms and conditions for prices agreed in the contract apply. The fee is billed at the end of each calendar month and must be paid into the tutoring provider's account within two weeks of receipt of the invoice. According to Section 19 of the German VAT Act (UStG), the services provided by the tutoring provider are exempt from VAT.

Payment default occurs 30 days after the due date according to Section 286 Paragraph 3 of the German Civil Code (BGB). Default interest will be charged from the due date. The default interest rate for outstanding debts is 5% above the base interest rate.

4.2. The tuition fee is due in full even if the student does not attend, unless the tutoring provider is notified of the absence 24 hours in advance.

4.3. In the case of the tutor not being able to attend, no fee will be due.

4.4. In the event of a fee increase, the tutoring provider undertakes to declare the increase in writing with one month's notice. If the contracting parties do not agree to this increase, they are free to terminate the teaching contract in writing.

5. Online Lessons

5.1. Online lessons will take place via the platform Teech. In the case of technical problems, the alternative platform Jitsi will be chosen.

5.2. Participation in online classes requires the availability of an internet-enabled device, a functioning internet connection and the presence of an internet browser. The contracting parties must ensure this in advance; they are solely liable for missing or insufficient internet connections and faulty devices.

Furthermore, the tutoring provider is not liable for software installed on the devices of the contracting parties or students for access to online lessons and excludes any liability for any claims for damages.

5.3. During an online tutoring session, the tutoring provider will take notes electronically using a program that is visually shared with the students. After lessons, these notes will be exported as PDFs and thereafter be made available to the student.

6. Probationary Period and Cancelling the Contract

6.1. The lessons are initially given on a trial basis for 14 days, and these sessions are billed at 100%. If the contract is not terminated in writing by the second lesson at the latest, it will automatically be extended for an indefinite period.

6.2. The contract can be terminated in writing at any time.

7. Data Protection

7.1. The billing of lessons given requires that the postal address of the contracting parties will be recorded in compliance with the applicable legal provisions (GDPR). In addition, an email address and/or telephone number will be stored for communication purposes between the tutoring provider and contractual partners.

7.2. Any personal data will be used exclusively for the purpose of properly fulfilling the respective contractual relationship. Data will only be passed on to third parties if this is absolutely necessary and legally indispensable. Further information about data protection can be found (in German) at www.angela-carstensen.de/privacy-policy.

8. Insurance

While students are attending classes on the tutoring provider's premises, they are not covered by any insurance. In all cases, the building and fire safety regulations of the respective teaching location apply.

9. Agreements Confirmed With Acceptance of the ToS

9.1. The tutoring provider has fulfilled her duty to provide information and clarification.

9.2. Participation in lessons takes place at the student's own risk and without liability on the part of the tutoring provider.

9.3. Participation in lessons takes place at the request of the contracting parties.

9.3. By participating in lessons, the students or their guardians confirm the student's mental and physical capacity.

9.4. The success of lessons given also depends on the student's cooperation.

9.5. Teaching contracts are exclusively concluded with adults. Parents and guardians fully accept the arrangements listed under point 9 on behalf of their child.

10. Salvatorious Clause

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions through which the economic success sought by the parties can be achieved in a legally effective and practicable manner.