



**Across the Pond – Rena und Seth Walton GbR**

**General Terms and Conditions of Contract**

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**Scope**

1. These General Terms and Conditions of Contract (hereinafter referred to as T&Cs) shall apply to all contracts concluded between us,

Across the Pond  
Proprietors Rena und Seth Walton  
Posener Strasse 40  
30659 Hannover

and you as the client of *Across the Pond*. The T&Cs shall apply irrespective of whether you are a consumer, entrepreneur or businessman.

2. The version of the T&Cs valid upon conclusion of the contract shall be authoritative.
3. Terms and conditions of the client to the contrary shall not be accepted by *Across the Pond*. This shall also apply if *Across the Pond* does not expressly object to their inclusion.
4. The services to be rendered by *Across the Pond* shall be the subject of the individual contracts to be concluded with you on the basis of these T&Cs.

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**Conclusion of Contract**

1. *Across the Pond* shall assist you in the organization of emigration or a long stay in the USA and vice versa. The work of *Across the Pond* consists almost entirely of purely organizational activities and agency services as well as some minor advisory services.
2. Within the scope of the agency work we will transmit relevant offers from third party service providers to you or establish contacts. You conclude the respective contracts with the third party service providers such as airlines, letting agents, etc. yourself.

*Across the Pond* shall only conclude contracts with third party service providers on your behalf if you issue separate written instructions to this end in each individual case.

3. The presentation and promotion of services by *Across the Pond* shall not constitute a binding offer to conclude a contract.



4. A contract shall only come about through written acceptance on the part of *Across the Pond*.
5. Should the rendering of the services that have been commissioned not be possible in individual cases then *Across the Pond* shall refrain from declaring its acceptance. In this case no contract shall come about. *Across the Pond* shall inform you of this without delay and refund any payments that may already have been received without delay.

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#### **Obligations of the Client**

1. You shall be obliged to provide us with all the information, documents, paperwork, etc. that is necessary for our work at your cost without delay following the conclusion of the contract.
2. You shall bear sole responsibility for the provision of the required valid documents such as visas and residence permits, etc. for the United States and shall guarantee the authenticity of the submitted documents to *Across the Pond*. *Across the Pond* shall not be liable for the provision of such documents or for their validity or authenticity and shall not give any guarantee for the issue of visas, residence or work permits either.
3. Furthermore, you shall be obliged to comply with your duty to cooperate without delay. This shall apply in particular to the review and acceptance of proposals transmitted to you without delay.

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#### **Obligations and Service Conditions of *Across the Pond***

1. *Across the Pond* shall be entitled to render individual services out of the whole instructions so long as this is reasonable for you.
2. In respect of purely acting as an agent for the services of third party providers such as accommodation, vehicle hire, flights and removals, *Across the Pond* shall submit a reasonable number of proposals to you. You may reject up to 3 options. Our contractual agency obligations are thus met, unless none of the offers we have presented to you can be proven to be acceptable even for any independent third party for purely objective reasons. In this case an alternative proposal shall be submitted. There shall be no other claims to our work as agents.
3. Since the rendering of services by *Across the Pond* depends on your cooperation e.g. in the form of the selection of one of the proposals submitted, neither fixed dates nor fixed delivery dates can be agreed unless *Across the Pond* has guaranteed fixed dates in writing in each individual case.



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### Fees / Reservation of the Right to Prepayment

1. All prices quoted by *Across the Pond* are gross prices including statutory VAT and shall include postage and telephone costs.
2. *Across the Pond* offers you compact packages comprising various service modules according to your personal requirements.
3. Costs and charges of third party providers such as brokers' fees, translation costs, fees, flight costs or costs of certifying documents shall be the subject of the respective contracts arranged with the providers concerned and shall be borne by you in addition on the basis of said contracts.
4. In the case of instructions from clients with their place of residence or business abroad or in the case of justified indications of a default risk, *Across the Pond* shall reserve the right to only carry out the work after receipt of the fee (reservation of the right to prepayment). If *Across the Pond* intends to make use of this right to prepayment then *Across the Pond* shall inform you without delay.

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### Terms of Payment, Offsetting and Right of Retention

1. 50% of the agreed fee shall be due for payment to *Across the Pond* when the contract is signed. The balance shall be due for payment when the final contractually agreed service has been rendered. In both cases the fee shall be payable to *Across the Pond* immediately without deductions.
2. Our fees shall be payable to the following account of *Rena Walton*, Sparkasse Hannover, IBAN: DE42 2505 0180 0910 00, BIC: SPKHDE2HXXX.
3. There shall be no entitlement to offset against amounts receivable from *Across the Pond* unless your counter claims have been legally established or are undisputed.
4. As the client you may only exercise a right of retention if your counter claim derives from the same contractual relationship.

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## Liability

1. *Across the Pond* shall only be liable in the event of intent or gross negligence in accordance with the statutory provisions for damages or compensation of futile expenses.
2. Apart from this, *Across the Pond* shall only be liable – unless otherwise stated in sub-section 3 – in the event of breaching a contractual obligation which it is essential to meet in order to properly execute the contract and which you as the client may normally rely on being met (so-called ‘cardinal duty’) and specifically limited to compensation for foreseeable and typical damages. In all other cases the liability of *Across the Pond* shall be excluded notwithstanding the provision in sub-section 3.
3. *Across the Pond’s* liability for damages arising from injury to life, body or health or pursuant to the German Product Liability Act shall remain unaffected by the above liability limitations and exclusions.
4. In the case of activities where it is purely acting as the agent, *Across the Pond* shall not be liable personally, but only for the exercise of necessary care when selecting the contractual partner. This shall apply in particular to the establishment of contacts with real estate agents, travel agents, airlines but also authorities, schools, kindergartens, etc. *Across the Pond* shall therefore not assume any liability for the proper performance of contracts by your contractual partners or for their creditworthiness, unless clear indications were available to *Across the Pond* of the unreliability of the contractual partner it arranged or its inability to perform.
5. *Across the Pond* does not offer any legal or tax advice. We do not operate an emigration advice center pursuant to Section 1 of the German Emigration Protection Act (AuswSG) either since we do not provide any information regarding the prospects of emigration or the living conditions in the country of immigration. On the contrary, we see ourselves purely as a service provider for the organizational needs concerning all aspects of the planned stay abroad.
6. Apart from this, any liability of *Across the Pond* shall be excluded. This shall apply in particular to the successful provision of the required valid documents such as visas, residence permits, work permits, etc.

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### Cancellation / Withdrawal

1. If instructions that have already been confirmed by *Across the Pond* are changed considerably a standard administration charge in the sum of €95 shall be due. In the event of a total cancellation, the standard administration charge shall apply plus cancellation fees in the sum of 10% of the gross order total. You shall however be at liberty to prove that damage has not occurred on a case by case basis or that it was considerably lower than the flat rate.



2. Apart from this, you shall only be entitled to reimbursement of fees for which no counter performance has yet been rendered.
3. We should like to point out that the agreed fee may not be requested back either in full or in part following successful forwarding to a third party provider if you decide against working with that provider.
4. *Across the Pond* shall have the right to withdraw from the contract itself if you have not accepted any of the proposals that we have arranged although there were no objective reasons for rejecting them. In this case you shall be obliged to pay pro rata for any services already rendered by *Across the Pond*; advance payments that you have already made shall be offset.
5. Apart from this, statutory provisions shall apply.

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### Copyright

1. *Across the Pond* shall hold the rights of use and copyright to all images, films and texts that are published in connection with the cooperation.
2. Use of the images, films and texts shall not be permitted without the express permission of *Across the Pond*.

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### Data Protection

1. *Across the Pond* will only use the personal details that you have disclosed in connection with the performance of the contractual purpose taking into account the provisions of data protection legislation.
2. Your personal details will only be forwarded to third parties when you have given your written consent. .
3. Apart from this the privacy policy at <http://across-thepond.de/impresum/> shall apply.

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### Applicable Law and Place of Jurisdiction



1. The laws of the Federal Republic of Germany shall apply to all contracts concluded on the basis of these T&Cs. If you are a consumer and your normal place of residence is in a country other than Germany at the time of your purchase order, the application of mandatory legal provisions of this other country shall remain unaffected by the choice of law made in sentence 1.
2. If you are a businessman and your registered office is in Germany at the time you issue your instructions to us then the exclusive place of jurisdiction shall be the registered office of *Across the Pond* in Hanover. Apart from this the applicable statutory provisions shall apply to local and international competence.

Effective: July 11, 2014