

GENERAL TERMS AND CONDITIONS OF MANDATE (GTCM) OF PRO BONE HEIDELBERG E.V.¹

Pro Bono Heidelberg e.V. (hereinafter: the legal service provider) is a non-profit, student association which provides free legal services in accordance with §§ 3, 6 of the German Legal Services Act (RDG). Such a service is only provided if the person who receives it (hereinafter: the client) and the legal service provider are in a client-lawyer relationship. The following General Terms and Conditions of Mandate (GTCM) apply to this relationship:

Table of contents:

Title 1: General regulations.....	1
Title 2: Obligations of the legal service provider.....	3
Subtitle 1: Common regulations.....	3
Subtitle 2: Main obligations	3
<i>Chapter 1: Legal advice</i>	<i>3</i>
<i>Chapter 2: Representation of the client....</i>	<i>5</i>
Subtitle 3: Other obligations	5
Title 3: Obligations of the client	6
Subtitle 1: Non-remuneration of the mandate.....	6
Subtitle 2: Notification of comprehensive information	6
Title 4: Liability provisions.....	7
Title 5: Final provisions	7
Annex: Data Protection Notice	

Title 1: General regulations

§ 1 Legal nature of the mandate.

- (1) In accordance with § 662 of the German Civil Code (BGB), the client entrusts the legal service provider with the free provision of a legal matter.
- (2) The matter may only be of minor economic importance; this is at least the case if the amount in dispute or liability risk on the part of the legal service provider does not exceed € 1 000.
- (3) Pursuant to §§ 11 to 18 GTCM, the provision of services shall extend at least to legal advice and, exceptionally (insofar as a mandate for both advice and representation exists) to extrajudicial representation.

§ 2 Establishment of the mandate.

- (1) The mandate comes into existence when the legal service provider accepts a consultancy mandate from the client.
- (2) In case of doubt, the client's offer shall be made on the basis of the form "Issue of free of charge consultancy mandate", pre-formulated by the legal service provider. The acceptance of the legal service provider does not have to reach the client according to § 151 sentence 1 German Civil Code (BGB).

¹ "E.V." is the abbreviation for registered association.

§ 3 Client's right of revocation.

The client may informally revoke the contractual relationship at any time in accordance with § 671 subparagraph 1 German Civil Code (BGB). If the consultancy assignment is revoked, the client-lawyer relationship shall also cease to exist.

§ 4 Right of termination of the legal service provider.

(1) The contractual relationship can be terminated informally by the legal service provider at any time in accordance with § 671 subparagraph 1 BGB. If the consultancy assignment is terminated, the client-lawyer relationship shall also cease to exist.

(2) An important reason according to § 671 paragraph 2 BGB exists in particular if

1. the legal service provider is obliged to act in a specific matter which requires a legal examination of the individual case (legal service within the meaning of § 2 subparagraph 1 German Legal Services Act, RDG), but none of its advisory boards (§ 7 subparagraph 2 GTCM) is available for guidance pursuant to § 6 subparagraph 2 sentence 1 RDG;
2. the legal service provider has already had the facts of the case comprehensively described by the client (whereby the client has at least implicitly indicated that the facts of the case have been fully described and all legal questions relevant from his or her point of view have been asked) and the legal service provider has now begun the legal examination on the basis of this information, but the client subsequently raises

further legal questions or significantly changes the facts of the case, thereby considerably complicating the legal examination;

3. an amount in dispute or a liability risk on the part of the legal service provider amounting to € 1 000 is exceeded;
4. the client does not comply with his or her information obligations pursuant to §§ 24 to 27 GTCM; this is particularly the case if the client does not respond to communication attempts by the legal service provider via the agreed communication channel (§ 6 GTCM) within ten working days.

§ 5 Limitation of the fields of law.

- (1) The legal service refers exclusively to the law of the Federal Republic of Germany.
- (2) Furthermore, legal services are only provided in civil and administrative law; legal services in tax, criminal or administrative offences law are therefore excluded.
- (3) The aforementioned subparagraphs 1 and 2 shall not apply if otherwise agreed.

§ 6 E-mail dispatch is the agreed communication channel.

- (1) Unless a specific communication channel and precautions against access by third parties have been expressly agreed in writing, the sending of e-mails to the client's e-mail address shall be the agreed communication channel. The e-mail address provided by the client is decisive until a change is notified.

- (2) It is pointed out to the client that communication by e-mail in particular is not protected against access by third parties, unless technical precautions (in particular encryption, no use of the HTML format) have been taken by the sender and recipient.

Title 2: Obligations of the legal service provider

Subtitle 1: Common regulations

§ 7 Assuring the instructions according to § 6 subparagraph 2 German Legal Services Act (RDG).

- (1) Insofar as the legal service provider is obliged to take action in a specific matter requiring a legal examination of the individual case (legal service within the meaning of § 2 subparagraph 1 RDG), it shall ensure that the matter is dealt with under the guidance of a fully qualified lawyer in accordance with § 6 subparagraph 2 sentence 1 RDG.
- (2) The legal service provider has appointed a group of fully qualified lawyers (advisory board), who work on a honorary basis, for the obligation pursuant to subparagraph 1. The obligation under subparagraph 1 is limited to ensuring guidance by one of the advisory boards. The legal service provider decides at its own discretion which of the advisory boards it will appoint to provide guidance.

§ 8 Level of legal services.

The level of legal services will not reach the level of legal services provided by an accredited German lawyer, but only the level of a student of German law and thus the level of a legal layman.

§ 9 Vicarious agents of the legal service provider.

The legal service provider shall make use of its members to fulfil its obligations. The legal service provider decides at its own discretion which of its members it will use to fulfil which obligation, whether it will appoint other members (in addition to those already appointed) to fulfil the obligation, or whether it will recall a member already appointed to fulfil the obligation. The client is not entitled to have a particular member become or remain active in his or her case.

§ 10 Time of performance of legal services.

When determining the time of performance in accordance with § 271 BGB, it must be taken into account that the members of the legal service provider and its advisory boards work on a voluntary basis in their free time and that the members also do not have the capabilities of a lawyer. Insofar as a performance period is therefore specified by the legal service provider, this is merely a non-binding preliminary estimate that can be subsequently corrected by the aspects mentioned in sentence 1.

Subtitle 2: Main obligations

Chapter 1: Legal advice

§ 11 Duty to advise.

- (1) The legal service provider shall carefully examine the client's legal case and inform the client of the result of the examination (provision of legal information or advice).
- (2) The scope of the duty to provide advice results from the legal questions raised by the client in text form (regularly in e-mails) or orally.

§ 12 Form of advice and time of performance.

- (1) The legal service provider shall decide at its own discretion in which form the advice is given.
- (2) A written or oral expert opinion is regularly prepared, which first explains the client's legal situation in a clear manner and then shows various options for action with reference to their advantages and disadvantages (legal information). This opinion may also include a recommendation on how to act in a specific situation (legal advice).
- (3) If the advice is given in the form specified in subparagraph 2, the duty to advise is fulfilled when the expert opinion has been handed over to the client. If communication by e-mail has been agreed with the client (§ 6 GTCM), the Opinion shall be deemed to have been delivered when the legal service provider has sent an e-mail addressed to the client in which the Opinion has been attached. The client bears the risk that this e-mail is lost during transmission.

§ 13 Language of the consultation.

The consultation is conducted in German. However, it can be agreed that the advice or information will be translated in whole or in part into English. In this case, in case of doubt regarding interpretation, the German text of the information or advice shall apply. In case of doubt, only a partial translation is agreed upon; as a rule, this only covers the possibilities of action and the advice given and covers not any explanation of the client's legal situation.

§ 14 Advice on legal proceedings.

In principle, advice is given solely with a view to out-of-court settlement of disputes. Insofar as the client wishes to enforce his or her rights in court, legal advice may exceptionally extend to the prospects of success of legal proceedings.

§ 15 Right to reject individual questions of law.

- (1) There is no entitlement to advice on all legal issues raised by the client. The legal service provider reserves the right to refuse to answer individual legal questions even after acceptance of the mandate if it later emerges that an answer is not possible for legal or factual reasons or would considerably complicate the legal examination.
- (2) Subparagraph 1 shall apply in particular if the legal service provider has already had the facts of the case comprehensively described by the client (whereby the client has at least implied that the facts of the case have been fully described and all legal questions relevant from his or her point of view have been asked) and the legal service provider has now started the legal examination on the basis of this information, but the client subsequently raises further legal questions or substantially changes the facts of the case.

Chapter 2: Representation of the client

§ 16 Exclusion of representation in court.

Representation of the client in court by the legal service provider is excluded, see § 1 subparagraph 1 sentence 1, § 3 German Legal Services Act (RDG), § 79 subparagraph 2 German Code of Civil Procedure (ZPO), § 67 subparagraph 2 German Code of Administrative Law Procedure (VwGO).

§ 17 Representation mandate.

- (1) It may be agreed that the legal service provider shall establish contact with third parties on legal matters with a view to promoting out-of-court dispute resolution. This can (exceptionally) also be achieved by (extra-judicial) representation of the client. However, there is only an obligation to carry out the activities described in sentences 1 and 2 if this has been agreed (representation mandate).
- (2) A representation mandate pursuant to subparagraph 1 does not already take place through the client's issuing of a consultancy mandate. However, by authorising the legal service provider in accordance with § 167 subparagraph 1 of the German Civil Code (BGB), the client simultaneously submits an offer to conclude a representation mandate. The acceptance of the legal service provider does not have to reach the client according to § 151 sentence 1 German Civil Code (BGB).
- (3) The content and scope of the mandate of representation shall result in particular from the result of the legal examination established by the legal service provider (§ 11 subparagraph 1 GTCM).

- (4) The legal service provider shall decide at its own discretion on the manner in which representation is to be carried out.

§ 18 Authorization of the legal service provider.

An authorization of the legal service provider by the client requires an additional declaration (in addition to a consultancy mandate). The issuing of a consultancy mandate by the client therefore does not grant the legal service provider any power of representation. In particular, by issuing a consultancy mandate, the legal service provider may neither create obligations to the detriment of the client nor dispose of claims to the client's disadvantage.

Subtitle 3: Other obligations

§ 19 Scope and limits of the duty of confidentiality.

- (1) The legal service provider undertakes to maintain secrecy towards third parties. This obligation shall continue to exist even after the fulfilment of the obligations arising from the client relationship.
- (2) The obligation of secrecy extends to the naming of names, addresses and other contact data which the legal service provider has received in the course of its activities. The obligation of secrecy shall not extend to factual information as long as this information does not permit any inference to a specific person.
- (3) The duty of confidentiality is limited by general legal provisions: In particular, there are no legal privileges, since no professional law for lawyers applies. In particular, the legal service provider therefore has no right to refuse to testify

in criminal or civil proceedings; consequently, documents may be confiscated from him in criminal proceedings (§ 97 German Code of Criminal Procedure, StPO) and he is obliged to report particularly serious offences to the police (§ 138 German Criminal Code, StGB).

§ 20 Duty of information and accountability.

The legal service provider undertakes to document all steps taken and information researched in an orderly manner. He must provide the client with all necessary messages and information and render account after the performance of the activity (§ 666 German Civil Code, BGB).

§ 21 Obligation to surrender or give up.

After the end of the activity, the legal service provider must surrender or give up everything he has received for the performance of his activity and everything he has obtained in the course of it, in particular documents handed over to him (§ 667 BGB).

Title 3: Obligations of the client

Subtitle 1: Non-remuneration of the mandate

§ 22 No obligation to pay remuneration.

The legal service is provided free of charge. No remuneration may be paid either to the legal service provider or to the university or faculty. This also applies to benefits in kind (such as chocolates or flowers).

§ 23 Liability for reimbursement of expenses.

The client must reimburse the legal service provider for expenses actually incurred (§ 670 German Civil Code, BGB). This applies in particular in the event that travel, copy or postage costs are incurred.

Subtitle 2: Notification of comprehensive information

§ 24 Notification of contact details.

The client is obliged to provide his or her full name, address and e-mail address for storage and processing within the scope of the mandate at the latest when the mandate is issued.

§ 25 Description of the facts.

- (1) The client shall fully and truthfully inform the legal services provider of all facts related to the mandate and provide him with all documents and data related to the mandate in an orderly form (at least as a duplicate).
- (2) The provisions of subparagraph 1 shall also apply if new circumstances arise during the processing of the mandate. In particular, it is the client's responsibility to inform the legal service provider of any change in the amount in dispute or the liability risk.
- (3) The legal service provider may trust the information provided by the client without carrying out its own checks and base its handling of the case on the facts provided by the client.

§ 26 Contact with third parties.

During the term of the mandate, the Client shall only contact courts, authorities, the opposing party or other interested parties in coordination with the legal service provider and shall forward all information received from them during the processing of the mandate to the legal service provider.

§ 27 Verification of the facts presented.

The Client shall carefully review the messages, drafts and letters sent to him or her by the legal service provider to ensure that the factual information contained therein is correct and complete.

Title 4: Liability provisions

§ 28 Exclusion of liability for simple negligence.

- (1) The liability of the legal service provider under the mandate existing between him and the client for compensation for damage caused by simple negligence is excluded. This exclusion of liability shall not apply to liability for culpably caused damage to the legal interests of life, body or health of a person.
- (2) Liability for any grossly negligent or intentional damage remains unaffected by the aforementioned exclusion of liability.

§ 29 Standard of fault.

When assessing fault, it is not the diligence of a lawyer, but the abilities of a law student that are decisive (see § 8 GTCM).

§ 30 No liability by third parties.

- (1) The contractual partner is exclusively the legal service provider. Therefore, any contractual liability of the University of Heidelberg, its law faculty, the instructing persons pursuant to § 6 subparagraph 2 sentence 1 German Legal Services Act (RDG) or of an individual member of the legal service provider is excluded.
- (2) The instruction pursuant to § 6 subparagraph 2 sentence 1 German Legal Services Act (RDG) is merely a prerequisite for the admissibility of the legal

service, § 3 RDG. Therefore, the instructions do not establish any special trust in the sense of § 311 subparagraph 3 sentence 2 German Civil Code (BGB) towards the instructing person on the part of the client, which means that the client cannot make the instructions the basis for asset dispositions (see § 8 GTCM).

§ 31 No liability to third parties.

The legal service is provided exclusively to the client. The legal service provider does not assume any liability or responsibility towards third parties, unless they are expressly included in the scope of protection of the mandate by written agreement.

§ 32 No existence of professional liability insurance.

There is no obligation to conclude a professional liability insurance policy pursuant to § 51 subparagraph 1 sentence 1 German Federal Lawyers' Act (BRAO).

Title 5: Final provisions

§ 33 Place of jurisdiction and place of performance.

- (1) The registered office of the legal service provider is agreed as the place of jurisdiction if the client is an entrepreneur or, independently of this, in the event that the client moves his or her place of residence or usual place of abode out of the area of jurisdiction of the Federal Republic of Germany after issuing the mandate, or if his or her place of residence or usual place of abode is not known at the time of filing the action.

General Terms and Conditions of Mandate (GTCM)

- (2) The place of performance of the legal service provider is the registered office of the Association, unless another place of performance is expressly agreed in writing.

§ 34 Inclusion of data protection notices.

The data protection notices (see appendix) is an integral part of these General Terms and Conditions of Mandate (GTCM).

§ 35 Applicable law.

The substantive law of the Federal Republic of Germany shall apply exclusively (excluding the provisions on private international law) to all contractual relationships between the client and the legal service provider.

§ 36 Interpretation rule.

The interpretation of the GTCM is not determined by the headings of its clauses, but by the text following them.

§ 37 Severability clause.

- (1) Should individual provisions of the GTCM be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the parties undertake to agree on a provision which comes as close as possible to the economic content of the invalid provision.
- (2) Subparagraph 1 shall apply accordingly in the event of a gap in the contractual relationship that needs to be filled.