

Please note that this translation serves only to aid understanding and that all correspondence (applications and reports) must be submitted to the court in German.

I hereby certify that the above translation concords fully with the document submitted to me.

Obertshausen, 19 July, 2016

Joanna Massmann, duly authorised translator for the courts and notaries public of Hessen.

J. Maßmann



Information sheet for carers

A) General information

Depending on the scope of duties entrusted to you, your tasks include looking after the well-being of the person in your care, taking care of his/her legal matters and representing him/her in court.

You may not represent him/her in any legal transactions or actions with yourself - in your own name or as a representative of a third party -, or with your spouse or a direct relative (e.g.: grandparents, parents, descendants).

An essential element of care is personal contact, especially personal communication. Any wishes of the person in your care should be complied with, provided this does not harm the well-being of the person and is not unreasonable.

Within the scope of your duties, you should try to ensure that all possibilities are exploited to cure, improve, prevent deterioration or reduce the consequences of the illness or disability.

I. Personal care

Personal care of a person includes in particular attending to the health, place of abode and living arrangements of the person.

II. Care of property

If you are required to look after the property of the person, you must manage the property correctly and use it taking into account the significant wishes of the person in your care. Assets should be invested in financially sound, sensible, interest-bearing and absolutely safe investments.

B) Authorisation from the guardianship court

You need authorisation from the guardianship court for particularly important matters, e.g.

1. to move the person in your care into accommodation in a closed institution (e.g. a psychiatric hospital) or in a closed department of an institution due to the threat of self-endangerment or the necessity for examinations or treatment;
2. measures similar to accommodation.
The rules governing accommodation also apply if the person in your care is in an institution, home or other establishment, without being accommodated there, and he/she is to be deprived of his/her freedom for a longer period of time or regularly through mechanical devices, medication or in other ways;
3. for consent to health examinations, medical treatment or operations on the person in your care, if there is a justified risk that the person may, as a result of the measure, die or suffer serious or longer-term health damage;
4. for refusal to give consent or to cancel consent to health examinations, medical treatment or operations on the person in your care, if the measure is medically necessary and there is a justified risk that the person may, as a result of not performing or breaking off the measure, die or suffer serious or longer-term health damage;

5. to terminate a tenancy agreement for premises which the person in your care has rented or which you have rented for the person and for other declarations which are intended to bring about the termination of such tenancy agreements (e.g.: cancellation agreement between you and the landlord);
6. for legal transactions concerning real estate (residential property, leaseholds) or rights to a property, e.g. the sale or purchase of a property and encumbrances on a property (e.g. mortgages, land charges);
7. for waivers of inheritances or legacies and agreements on the settlement of an estate;
8. to dispose of any claims of the person in your care (e.g. acceptance of a life assurance sum that has become due). This does not apply if the acceptance concerns a performance owed, provided the claim is under EUR 3,000;
9. to take out a loan on behalf of the person in your care;
10. for a settlement, if the value at dispute is over EUR 3,000.
This does not apply if the settlement complies with a written or officially recorded settlement proposal.

This list is not definitive. In cases of doubt, we recommend that you ask the guardianship court.

A contract concluded without the requisite approval is initially invalid. You must obtain approval from the guardianship court in retrospect and inform the contractual partner of this.

It is not sufficient if the contractual party is informed by a third party. You must decide if you wish the contract to enter into force by informing the contractual partner of the approval.

Unilateral legal transactions (e.g. notices of termination) which require approval are only valid if approval is obtained in advance from the guardianship court.

C) General tasks of the carer

You must submit an annual report to the guardianship court concerning the personal circumstances of the person in your care.

If you become aware of any circumstances why the care should be cancelled, restricted or extended, or if the person dies, you must inform the guardianship court.

Please notify the guardianship court of any change of address, either for you or the person in your care.

The guardianship court supervises your activities and offers advice. On request, the care authorities (_____) also offer advice and support concerning duties subject to the provision of Sects. 1896 to 1908i of the German Civil Code (BGB). A free information leaflet on German guardianship law is available from the NRW Ministry of Justice, Martin-Luther-Platz 40, 40212 Düsseldorf.

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