

Instructions for legal guardians

When you take over the role of a legal guardian, you are fulfilling an important civic duty. You are taking over an honorary position, which you have to perform in a conscientious and responsible manner, exclusively in the interests of the ward.

The statutory stipulations governing legal guardianship are contained in the German Civil Code (Sections 1773 – 1808). Sections 1631a – 1632 of the German Civil Code (Section 1785 of the German Civil Code) govern the right and the obligation to care for the person of the ward. We recommend that you familiarise yourself with these stipulations.

We would particularly like to point out the following:

- a) You have the right and the duty to care for the person and assets of the ward and represent him or her. You may not represent him or her in any legal business or court cases involving yourself– in your own name or if you act as the representative of a third party – or in cases involving your spouse, your registered civil partner or a direct relative of yours or in any matters where some kind of tutelage relationship exists.
 - I. **Care for the person** involves the right and duty to bring up the ward, to supervise him or her and determine where he or she should live. This also includes discussing issues with the ward, if this is advisable according to his or her stage of development. You need permission from the family court to accommodate the ward anywhere, if this involves any deprivation of liberty, whether against or with his or her will.
 - II. **Care for the ward's assets** obliges you to manage these assets properly and maintain them and assert any claims for maintenance payments.

When you take up your honorary position, you must submit a list of the ward's assets to the family court according to a set pattern and ensure that this list is correct and complete. If the ward acquires assets at a later time, you must amend the list.

You may not use the ward's assets for yourself. You may not make any gifts from the ward's assets either, unless this is consistent with a moral obligation or consideration of a sense of decency.

The money held in trust for the ward which is required for the purpose of payment of the ward's expenses [*Verfügungsgeld*] shall be kept available on a bank account in the name of the ward. Money of the ward which is not required as money to be held in trust for payment of the ward's expenses, shall be invested [*Anlagegeld*] at a bank in interest-bearing securities held on a suitable bank account of the ward [investment account]. The respective bank is required to participate in a protection scheme offering sufficient security for the respective investment. In the event of any other form of investment, approval by the Domestic Relations Court [*Familiengericht*] shall be required. As a guardian you are required to submit proof of management of the ward's assets once per year, and without being expressly requested to do so, unless otherwise agreed upon, at the latest one month after the end of the respective financial year. The invoice shall contain an orderly overview of the receipts and expenses; receipts relating to the individual items shall be attached.

You must report to the family court about the ward's personal circumstances at least once a year.

- b) You require permission from the family court for a number of legal transactions, which you perform on behalf of the ward – particularly the following:
1. for disposing of any claim by the ward,
 2. for conducting any legal transactions regarding a plot of land or a right to a plot of land, e.g. regarding the purchase or sale of a plot of land and encumbering the plot of land with mortgages or other rights,
 3. for disposing of the assets as a whole or an inheritance or the future legal portion of any inheritance,
 4. for waiving any inheritance or a legacy and for any agreement to settle an estate,
 5. for acquiring, selling, executing or annulling any purchase transaction,
 6. for a rental or leasing contract or any other contract, through which the ward is obliged to make recurring payments, if the contractual relationship is expected to continue longer than one year after the ward has reached the legal adult age,
 7. for a vocational training agreement, which it is not possible to terminate before the expiry of one year,
 8. for taking out a loan for the ward,
 9. for providing a financial guarantee,
 10. for a settlement or an arbitration agreement, if the value of the matter in dispute exceeds EUR 6,000.00. (This shall not apply if the settlement corresponds to a court suggestion for the settlement issued in writing or recorded as a statement.)

This list is not complete. In any cases of doubt, please obtain information from the family court. Any agreement, which has been concluded prior to receiving the necessary approval, shall initially remain invalid. You must subsequently obtain approval from the family court and communicate this to the other party to the agreement. It is not enough for the other party to the agreement to find out about the approval through a third party. You must therefore decide whether you will allow the agreement to become valid through communicating the approval. Any **unilateral** legal transaction, which requires approval, shall only be valid if **prior** approval has been obtained.

- c) Please inform the family court and the youth office immediately about any change to your address or that of the ward.
- d) The family court manages the supervision process to cover all your activities and is supported by the youth office; the court may demand from you information about how you are fulfilling this position and about the ward's circumstances at any time. The youth office and – if necessary – the family court will advise you about any questions that you may have in connection with your position.

Anybody who infringes his or her obligations as a legal guardian in a culpable manner shall be responsible to the ward for any damage that occurs as a result. You can insure yourself against this risk; you can find out more details from the family court.

- e) Your position shall end if the ward comes of age or you are dismissed. You can be dismissed for important reasons in response to a request or if the continuation of this position by you would jeopardise the ward's interests.