

General Terms and Conditions of Business

We draw attention to the fact that this translation into English is presented for convenience purposes only and that the German wording is the only legally binding version.

A. General terms and conditions

§1

Validity of our terms and conditions

§1.1

These terms and conditions have exclusive validity. Amendments and changes to the contractual conditions must be made in writing. We do not recognise any deviating conditions of the contractual partner unless we have expressly agreed to their validity in writing.

§1.2

Our current terms and conditions of business shall also apply to all future transactions with the contractual partner, insofar as a reference to this contract exists.

§2

Conclusion of a contract or orders and registrations by the contracting party which are made via our website are binding offers. The organizers are entitled to accept the offer of the contractual partner within two weeks by sending an order confirmation by e-mail, post or fax. Upon receipt of the registration confirmation by the contractual partner, the contract between the organizers and the contractual partner is concluded.

3 Final provisions

§3.1

The law of the Federal Republic of Germany shall apply.

§3.2

Place of jurisdiction for all obligations and disputes is - as far as legally permissible - Pforzheim or the Karlsruhe Regional Court. Even if, after the conclusion of the contract, the party to be sued moves its place of residence or habitual abode out of the scope of the Code of Civil Procedure or if its place of residence or habitual abode is not known at the time the action is filed, the place of jurisdiction for all disputes arising from the contractual relationship is Pforzheim or the Karlsruhe Regional Court.

§3.3

Should individual provisions of the contract with the contractual partner, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall then be replaced by a provision that comes as close as possible to the economic consequences of the invalid provision.

B. Training and consulting services

§1

The participation fees include the services listed in the respective offer. Unless otherwise stated in the seminar description, the price does not include accommodation, parking fees, breakfast and dinner. These must be settled accordingly.

§2

The invoice amount is due 7 days after invoicing. If the registration is made at short notice (less than 7 days before the beginning of the seminar), the invoice must be settled before the beginning of the seminar.

The organizers are entitled to exclude the participant if they set a grace period for payment after expiry of the respective payment period and declare that they will exclude the participant from the seminar after the unsuccessful expiry of the grace period. In the event of default in payment, interest on arrears of 5% above the current base interest rate shall be charged in accordance with statutory provisions.

§3

Cancellation: The contractor is entitled to withdraw from the contract up to one week before the start of the service selected by the client if the service itself is not feasible or, in the case of training courses, the event cannot be held due to an insufficient number of participants. The same applies if the event manager is prevented for an important reason. Further claims of the participant are excluded. After the legally binding registration for events or seminars, cancellations or changes of bookings can be made free of charge up to 30 days before the start of the event. Cancellations or changes of bookings less than 30 days before the start of the event will incur the full participation or seminar fee. If a substitute participant of the same company is registered, no additional costs arise. It is up to the organizer to accept the new candidate. Cancellations and changes of bookings must be made in writing. In case of cancellation of closed or in-house seminars, the agreed fee is due in full.

Consulting services: If the expenses exceed the flat-rate expenses, the contractor can claim the difference. If orders are withdrawn, the original agreed fees and the expenses incurred shall become due in full. If whole projects or individual project days are postponed, fees and expenses are due in full for the cancelled dates. The fees and expenses for the newly added project days are calculated according to the offer. Subsequent price negotiations and invoice reductions for contractually agreed and rendered services are excluded. Invoices are sent digitally. A paper invoice can be requested for a fee of 10.00 € net.

§4

Minor changes in the contents and the duration of the seminar are reserved. They do not entitle the participant to terminate the contract. Should trainers have to cancel their participation, the organisers will endeavour to postpone the event or find a suitable substitute speaker. Any further liability of the organizers is excluded.

§5

All copyrights remain reserved, the organizers or authorized third parties expressly reserve all rights of publication, duplication, processing and utilization of the contents of events, in particular the issued working documents in written as well as in digital form. In the event of non-compliance, the contractual partner shall pay damages, if applicable.

6 Data protection/information of the applicant

§6.1

Applicants must provide their correct address data.

§6.2

Personal data is stored and processed and used in strict compliance with the applicable data protection regulations. We adhere to the principle of not selling, renting or otherwise making personal data available. We assure you that your data will be treated with care and used only for the purposes of the contract concluded with the contractual partner or for our own advertising purposes. By working together, the customer agrees to the storage of his data.

We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(as of October 2017)