

## **General Terms and Conditions of Akademie für Führungskräfte der Wirtschaft GmbH**

### **1. Scope of application of our General Terms and Conditions**

**1.1** All services rendered by our company are provided exclusively on the basis of the relevant contractual agreement, supplemented by our General Terms and Conditions. The application of other general terms and conditions is expressly excluded.

**1.2** The individual provisions of our General Terms and Conditions apply, in each case according to their content, to consumers and entrepreneurs in accordance with section 310 of the German Civil Code (BGB). Provisions that are expressly stated to be applicable to entrepreneurs shall not apply to consumers. For the purposes of these General Terms and Conditions, consumers shall mean natural persons with whom we enter into a business relationship who, in implementing the said business relationship, cannot be regarded as operating a commercial or other independent professional activity.

**1.3** Our General Terms and Conditions of Business shall apply also to all future business transactions with the contract partner.

### **2. Conclusion of a contract**

An order sent by the contract partner in written or electronic form by post, fax, e-mail or via our website shall constitute a binding offer to conclude a contract. We will confirm receipt of the offer immediately but this shall not yet constitute acceptance of the offer. We shall be entitled to accept the offer from the contract partner within two weeks by sending an order confirmation in written or electronic form by post, fax, or e-mail. The contract shall enter into force upon receipt of the order confirmation.

### **3. Open seminars**

**3.1** The seminar fees cover the work and exercise materials, drinks in the seminar room and during the morning and afternoon breaks, and, during full-day seminars, lunch, which includes a non-alcoholic beverage.

**3.2** The invoice amount must be paid by the start of the seminar at the latest, without any deduction. If payments are being made from abroad, all additional costs must be covered, e.g. bank charges for currency conversions and transfer fees. Seminars may be canceled or rescheduled (subject to the consumers' right of cancellation), upon payment of a handling fee of €125.00, up to four weeks before the start of the seminar.

**3.3** If seminars are canceled or rescheduled less than four weeks before the start, the seminar fee shall be payable in full. If we are able to fill the vacated place at short notice, only a handling fee of €125.00 shall be charged. No fees will be charged if a replacement participant is registered.

**3.4** Accommodation and meal expenses are not included in the seminar fees and must settled directly with the hotel.

**3.5** The content and sequence of events of the seminar program and the scheduled trainer may be subject to change, provided that the overall character of the event is preserved.

**3.6** The Akademie für Führungskräfte shall be entitled to cancel events for good cause, including, in particular, illness of the trainer or if the number of participants is too low, in exchange for a full reimbursement of any attendance fees already paid.

### **4. Transfer Coaching services**

**4.1** If an appropriate booking is made, the Transfer Coaching (also described as Distance Coaching or Telephone Coaching) shall include, for the purposes of consolidation after the end of a seminar, a timely reflection by telephone, Skype, e-mail, or in person within the respective scope of the offer. If Transfer Coaching takes place in person, a charge may be made for travel expenses that are not included in the price.

**4.2** The invoice amount must be paid by the start of the seminar at the latest, without any deduction. A booked Transfer Coaching session may be claimed only within six months of the end of the seminar.

**4.3** If cancellations are made later than seven days after the end of the seminar, the Transfer Coaching shall be invoiced for in full.

**4.4** In case of non-appearance at an agreed Transfer Coaching appointment or in case of postponement of the appointment later than 6 days before the agreed appointment, the Transfer Coaching shall be deemed to have been compensated. Should you wish to continue using the service, additional costs will incur: €159.00 for one hour and €295.00 for 2 hours of Transfer Coaching.

### **5. Exclusion of liability**

**5.1** Participants attend our events at their own risk.

**5.2** We exclude assumption of liability for losses or damage of any kind, unless such losses or damage are based on intentional or grossly negligent misconduct on the part of our event manager. The exclusion of liability applies to both personal injuries and damage to property including, in particular, the consequences of accidents and the loss of personal belongings.

**5.3** We assume that participants taking part in physically demanding events do not have any health issues. When registering, participants give a binding declaration that they do not have any serious health risks.

**5.4** The participants accept our exclusion of liability for losses or damage of all types.

**5.5** We acknowledge that the event manager may exclude a participant from all or part of a physically demanding event, at the start or while the event is in progress, if the participant in question does not meet the prerequisites for the event or does not comply with safety-related instructions issued by the event manager.

### **6. Competition-law notice pursuant to section 7, paragraph 3, of the German Act Against Unfair Competition (UWG)**

**6.1** We will use your e-mail address to inform you about our products (goods and services) which are similar to those you have already obtained from us and which we therefore assume will be of interest to you.

**6.2** If you do not wish to receive (or continue receiving) such marketing e-mails, you can object to this at any time without incurring any additional communication charges in excess of the basic rates. You can lodge your objection in any format by post, fax, telephone, or e-mail using the following contact details: [widerspruch@die-akademie.de](mailto:widerspruch@die-akademie.de).

Or you can simply click on the objection link contained in all marketing e-mails that we send. Once you have lodged an objection, we will not send you any further marketing e-mails.

### **7. Data protection and information to be provided to data subjects**

The information and privacy notices be provided to data subjects according to articles 13 and 14 of the General Data Protection Regulation (GDPR), are made available by the Akademie for the customer and its event participants at [www.die-akademie.de/betroffeneninformationen](http://www.die-akademie.de/betroffeneninformationen).

### **8. Final provisions**

**8.1** The law of the Federal Republic of Germany shall apply exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**8.2** If the contract partner is a merchant within the meaning of the German Commercial Code (HGB), a corporate body under public law, or a public law special fund, the place of jurisdiction in respect of all obligations arising out of this contractual relationship shall be the seat [registered office] of our company or also, at our discretion, the seat of the contract partner.

**8.3** If individual provisions of the contract with the contract partner, including these General Terms and Conditions should be, or become, invalid, in whole or in part, or if the contract contains an omission, this shall not affect the validity of the remaining provisions. An incomplete, or fully or partially invalid, provision is to be replaced or supplemented by a provision that most closely reflects the economic objectives of the contracting parties.

### **9. Consumer's right of cancellation**

You have the right to cancel this contract within two weeks without having to give reasons. The cancellation period runs for two weeks from the date of concluding the contract.

In order to exercise your right to cancel, you must inform us, Akademie für Führungskräfte der Wirtschaft GmbH, Seepromenade 19, 88662 Überlingen, Germany, telephone +49-755 1-936-80, fax +49-755 1-936-8100, e-mail [info@die-akademie.de](mailto:info@die-akademie.de), by means of a clear declaration (e.g. a letter sent by post, or by telephone, fax, or e-mail) of your decision to cancel this contract. You can use this [model cancellation form](#), although this is not compulsory. For the purposes of compliance with the cancellation period, it shall be sufficient if you send off the notification that you are exercising your right to cancel before expiry of the cancellation period.

Consequences of cancellation: if you cancel this contract, we shall be required to reimburse you for all payments that we have received from you immediately and, at the latest, within fourteen days of the date on which we receive the notification that you are canceling this contract. In order to effect this repayment, we will use the same payment method that you used for the original transaction, unless a different method has been expressly agreed with you; under no circumstances will you be charged a fee for this repayment.

### **10. Commencement of the service before expiry of the cancellation period**

I agree to and expressly request that you start providing the ordered service before the end of the cancellation period. I am aware that I will forfeit my right to cancel upon complete performance of the contract.