

General Terms and Conditions for Training and Workshops

Status: 2020-10-15

1. Services

GEFEG offers open training courses as well as individual and company training.

Open trainings are those which are advertised by GEFEG as basically open to participants.

Open trainings take place at the GEFEG offices in Berlin or can be held as webinars.

Individual and company trainings are agreed upon individually and take place in rooms agreed upon with the customer or as webinars.

GEFEG shall provide the training courses as described in the current training programme. GEFEG reserves the right to make minor adjustments to the content.

The content and scope of workshops shall be agreed with each customer.

2. Confirmation

When GEFEG receives the registration for an open training course, it shall send the customer a confirmation; the legally binding confirmation of registration shall be sent 10 working days before the start of the training course.

3. Withdrawal

GEFEG can withdraw from the contract for open training courses up to two weeks before the training date if a minimum number of two participants is not attained for the course up or if the course cannot take place as the instructor has fallen ill or for technical reasons. Before exercising its right to withdraw, GEFEG shall attempt to move the registration to another date and/or location or find another instructor, provided that this is possible and the customer consents to it. Any changes shall be reported immediately. If it withdraws from the contract for reasons for which it was not responsible, GEFEG cannot be held liable to cover the costs of travel and accommodation.

The customer can withdraw from the training course free of charge if the written notice of cancellation is received by GEFEG at least 10 working days before the start of the event. If the written notice of cancellation is received at a later date or if the customer cancels the course prematurely or fails to attend, the agreed participation price shall be charged in full. Substitute participants may be sent to the training.

4. Training material

Training material belonging to GEFEG may not be duplicated, reprinted, translated or passed on to third parties without the express written consent of GEFEG. The participant undertakes to observe the copyright protection of the training material used in the course - i.e. training documents and software - and not to produce any unauthorised copies.

5. Liability

GEFEG shall prepare all training courses and workshops with the utmost care, select qualified instructors and regularly ensure that the training material is correct, complete and up to date. GEFEG accepts no responsibility for the participant meeting his/her learning target. The Customer is not entitled to compensation on the grounds of a breach of contractual duties and unauthorised actions unless the claim is based on intent or gross negligence on the part of GEFEG or its vicarious agents, on injury to life, limb or health or on the breach of a cardinal duty. Cardinal duties are all duties which must be fulfilled in order that the contract can be duly executed and on the fulfilment of which the contractual partner can normally rely. In cases of ordinary negligence, the liability for financial losses caused by a breach of a cardinal duty shall be limited to the foreseeable direct damage.

6. Prices

None of the prices indicated by GEFEG include VAT.

7. Condition of payment

The participation fees are payable in full immediately upon receipt of the invoice and free of transaction charges.

8. Ancillary agreements and place of jurisdiction

Ancillary agreements must be made in writing. Wherever legally permissible, the place of jurisdiction is Berlin.