

General Terms and Conditions for Seminars and Offers for Further Academic Education

With registration, the following general terms and conditions for seminars and offers for further academic education are deemed as being accepted as basis for the legal relationship between the participants and the Weiterbildungsakademie der Hochschule Aalen GmbH (= Further Education Academy of the University of Aalen Private Limited Company). In the following named as Weiterbildungsakademie.

1. Registration

- [1] Registrations are to be carried out to the Weiterbildungsakademie in writing by letter, e-mail or via online registration form.
- [2] Registrations will be processed according to sequence of reception. Unaffected are special admission and selection criteria.
- [3] Registrations can only be considered if there are enough vacancies for the desired seminar or course.
- [4] The Weiterbildungsakademie will confirm the registration and admittance. Conclusion of contract is given only after reception of confirmation.

2. Payment Terms

- [1] The participant is obligated to pay the entire event costs after receiving invoice.
- [2] The payment for a seminar is due no later than on the stipulated date of invoice.
- [3] Should the attendance fee not be paid by the participant, but for instance, paid for by his employer, this must be labelled as such at registration of participant. The participant and the employer are joint and severally liable for the attendance fee of the course. Should, in case of assumption of costs declaration by the employer, payment not be made to the Weiterbildungsakademie at time of seminar beginning, the participation costs will be demanded from the participant and are to paid by him in full.
- [4] Should payment be delayed, the Weiterbildungsakademie reserves the right to expel the participant from the event with immediate effect.
- [5] Our courses and seminars are exempt from value added tax according to § 4 Value added Tax Law.

3. Prerequisites for the Implementation

- [1] In case that the minimum participant number as described in the event description is not given two weeks prior to begin, the Weiterbildungsakademie reserves the right to cancel or postpone the event. Should a second date not take place, the already paid attendance fee will be refunded.
- [2] There is no further liability.

4. Cancellation of Participant / Written Form

- [1] Cancellation of registered participant from the further academic education event is only permissible in written form or via e-mail to the Weiterbildungsakademie.
- [2] You may give notice of cancellation two weeks after invoicing without costs ensuing. After this date, we will charge the entire participation fee, if you do not name a substitute participant.
- [3] It is possible to name a substitute. The Weiterbildungsakademie can refuse the participation if substitute participant does not meet the prerequisites of course to be attended.
- [4] In case of break off of event by participant, there shall be no refunding of non-taken courses.

5. Progression of Seminar / Alterations

- [1] In case of short term failure of course instructor, or because of vis major or because of another non liable circumstance making the realization of the course impossible, the Weiterbildungsakademie reserves the right to cancel the event or to postpone the date of the event within 6 months.
- [2] In such a case, we will inform you without undue delay, but no later than with the beginning of the event. Should a substitute date not be found, the already paid course fees will be refunded.
- [3] The Weiterbildungsakademie reserves the right to insignificantly alter the event program due to important reasons of organization; i.e. alterations of content, progression or a change of instructor.
- [4] Further recourse is not given.

6. Data Protection / Copyright

- [1] Through delivery of registration, the participant contents to the storage of his/her personal data as to the event processing and subsequent participation information. The Weiterbildungsakademie further commits itself to observe data protection.
- [2] The Weiterbildungsakademie will provide you with various documents during the events. The copy rights is owned either by the individual instructors or by Aalen University. Without written consent, these documents may not be reprinted or copied. You may, however, use the documents for private use.
- [3] In case of non-participation to the events ex ante or forwarding mail is not possible.

7. Liability

- [1] The Weiterbildungsakademie is liable for damages in case of intent or gross negligence of a representative or vicarious agent as well as injury of life, body or health, according to the legal provisions. In other respects, liability only according to the Product Liability Act or because of culpable violation essential contract duties or as far as a guarantee or procurement risk was assumed. In addition, liability is given if a defect was maliciously concealed. Claim for damages as to culpable violation of essential contract obligations is limited to reasonable foreseeable damage.

[2] Rulings as to the above clause is applicable to all damage claims irrespective of legal basis.
Excluded is all further liability.

[3] There shall be no reversal of evidence to the detriment of the consumer.

8. Effects of Right of Rescission

Right of rescission instruction.

You may, within 14 days, rescind your contract declaration without naming of reasons in written text (for example letter, e-mail). The deadline begins after reception of this instruction in written text, although not before closing of contract and also not before conformance of our information duties according to §355 to the German Civil Code (BGB). In order to meet the deadline for the right of rescission, sending it in due time will be deemed as being sufficient. Rescission is to be addressed to:

Weiterbildungsakademie der Hochschule Aalen
Beethovenstrasse 1
73430 Aalen
Telephone: 0049 (0)7361/576-4980
info@wba-aalen-de

Consequences of Rescission

In case of effective rescission, the mutual received performances are to be returned and, as the case may be, drawn utilization i.e. interest must be returned. Should the received performances and amenity of utilization not be able to be returned or partially not be able to be returned or only in a deteriorated condition, the utilization or the performance must be, insofar, compensated to us. This may lead to the circumstance that you must, nevertheless, meet the contractual payment obligations for the time period until rescission. Obligation for refunding must be done within 30 days. For your part, the deadline begins with the sending of the rescission declaration, for us with its reception. Your right of rescission will expire prematurely if the contract, as to both parties, is completely fulfilled according to your expressed request, before you carry out your right of rescission.

End of right of rescission

Miscellaneous: Compensation for Lost Value

If the Weiterbildungsakademie has begun with the implementation of performance upon your expressed consent before the end of rescission deadline or have induced this yourself, (i.e. through downloading of material or logging in in on-line portals), the compensation for lost value for the yielded services are to be performed according to the provisions of legal right of withdrawal. In particular, this is the case if you participate in an event.

9. Jurisdiction and Place of Performance

As far as not mentioned otherwise, the further academic education events will held in the rooms of the University of Aalen. Place of jurisdiction as to this contract shall be Aalen.

10. Severability Clause

Should any of the provisions of the above general terms or conditions for seminars and offers for further academic education be held invalid or be incomplete they will be replaced by such provisions that are valid and correspond to the presumed intention of the parties. The enforceable provisions shall not lead to entire invalidity.