

# General Terms and Conditions Entrepreneurship School

Version of August 2018

## Scope of Validity

The following general terms and conditions shall govern the contractual relationship between participants of the course „Entrepreneurship School“ and the Graduate School for Climate and Environment (GRACE).

## Registration / Confirmation of Registration

Registrations for training events can be submitted via e-mail, fax or ordinary mail. The registration will be legally binding only after the contract has been signed by both parties or after a written confirmation of your registration by the Graduate School GRACE. Every legally binding registration shall be subject to these general terms and conditions which shall become part of the contract by signing it.

## Payment

The participation fee shall be due after receipt of the invoice and shall be paid net by bank transfer or credit card. The costs of payment transfer shall always be at the expense of the participant. If no payment will be made, the Graduate School GRACE shall reserve the right to cancel the contract and to assign the training place to another person. Additionally specific regulations for an event on the referring website should be regarded.

If the attendee is in default of payment, the Graduate School GRACE shall be entitled to charge interests of 5% above the basic interest rate on the amount due (Art. 247, paragraph 1, BGB).

## Cancellation

Participants may cancel their binding registration. This cancellation shall be declared in writing. In case of withdrawal of a participant, the Graduate School GRACE will charge a cancellation fee depending on the time of withdrawal and the booked training event. These cancellation fees are calculated as follows:

- In the case of certificate courses, a withdrawal is free of charge until four weeks before the beginning of the course. In case of a withdrawal between four and two weeks before the start of the

course, 50% of the attendance fee shall be paid. In case of a withdrawal two weeks or less before the beginning of the course, the complete attendance fee shall be due.

- In the case of seminars, a withdrawal is free until four weeks before the beginning of the course. In case of a withdrawal two weeks or less before the start of the course, 50% of the attendance fee shall become due.
- In case of a withdrawal at the day the seminar takes place, 100% of the attendance fee shall be paid.
- If the attendee fails to appear at a training event, the complete attendance fee shall become due.
- In case of illness and if the participant presents a medical certificate the attendance fee is refunded, less 10% as administration fee. Otherwise the attendee might choose another equal training event.

In case of the withdrawal of a participant, a substitute person may be named, who must be admitted by the Graduate School GRACE in any case. Admission may be denied under certain conditions depending on the event. Further details can be found in your registration confirmation.

## **Cancellation by the Organizer / Modification of Program**

If, contrary to all expectations, the number of registrations received is too small, the Graduate School GRACE shall reserve the right to cancel the event. Attendees will be informed immediately. To the extent possible and reasonable considering the circumstances, the Graduate School GRACE shall offer substitute events on other dates or at other event locations to the attendees of cancelled courses. If the attendee agrees, rebooking will be free of charge. If the substitute offer is not acceptable for the attendee, all fees already paid shall be reimbursed to the participant.

Any further claims, especially for reimbursement of travel and accommodation costs and lost working time, shall be excluded. If a course is cancelled at short notice, e.g. because of illness, the same rules shall apply as those for cancellation by Graduate school GRACE Management (see above). The Graduate school GRACE shall reserve the right to change the organisation, teaching staff, or the course of an event without influencing the overall character of the event itself.

## **Right of Revocation**

You may revoke in writing (e.g. letter or e-mail) your binding registration within two weeks upon registration without having to indicate reasons.

The revocation deadline shall start upon receipt of the present Terms and Conditions in text form. In the case of services, the deadline shall not start before the date of conclusion of the contract, provi-

ded that the contract is concluded electronically, and also not before fulfilment of our information obligations according to Art. 312c, paragraph 2, BGB in connection with Art. 1, paragraphs 1, 2, and 4 BGB-InfoV as well as our obligations according to Art. 312e, paragraph 1, clause 1, BGB in connection with § 3 BGB-InfoV. In order to comply with the deadline of revocation, punctual dispatch of the revocation shall be sufficient.

The revocation shall be sent to:

GRACE Geschäftsstelle, Englerstraße 7, 76131 Karlsruhe, Germany

## **Consequences of Revocation**

In case of an effective withdrawal, the benefits received by both sides and potential profits made (e.g. interests) shall be returned. Obligations to reimburse payments shall be fulfilled within 30 days. Your deadline of revocation shall start with the dispatch of your declaration of revocation, our deadline shall start upon receipt of your declaration of revocation.

## **Certificate of Attendance / Certification**

For course participation, every participant will receive a certificate of attendance.

## **Copyrights**

All seminar documents (in hard copy as well as in any other conceivable form, such as video and audio material) shall be protected by a copyright. Any reproduction, transfer or other use of the seminar documents as well as of any other documents, graphics, pictures and audio material, and other information carriers provided by Graduate school GRACE or their representatives shall require the express approval in writing by the Graduate school GRACE.

## **Liability**

The events are thoroughly prepared and held by qualified authors and instructors. Graduate school GRACE shall not assume any liability for the up-to-dateness, correctness, and completeness of the seminar documents, the execution of the event, and its contents. In particular, we shall not assume any liability for potential damage caused by the use or transfer of the knowledge acquired and/or provided in our courses.

Irrespective of the legal cause, the Graduate school GRACE shall be liable for material and financial losses, for which it is responsible, in case of intent and/or gross negligence only.

Liability for educational programs and related social and networking events



Participants' claims for compensation against the Graduate school GRACE and its representatives for damages occurring related to educational programs and related social and networking events shall be excluded except of damages caused intentionally or by gross negligence. This exclusion does not apply for negligent injuries of a participant's life, body and health.

The participant exempts the Graduate school GRACE and its representatives from any third party claim including legal expenses which are claimed related to conducting offered educational program and related social and networking events.

## **Photographs**

The participant agrees that photos taken in connection with the event may be used, distributed, and published in altered or unaltered form by the Graduate school GRACE and its representatives. These rights of use shall apply without restriction to certain fields, also to advertisements and editorial releases, without any time restriction. The participant shall also agree with a transfer of the rights of use.

During all events taking place within a course, the taking of photographs and/or video and audio recordings of any type by people other than those specifically appointed and explicitly authorised or assigned in writing by the Graduate school GRACE shall not be permitted.

Each participant shall have the right to revoke in writing his/her consent to the use of his/her photograph and/or video or audio recordings at any time.

## **Jurisdiction**

The place of jurisdiction shall be Karlsruhe, provided that the attendee is not a natural person.

## **Data Protection**

The Graduate school GRACE shall treat personal data as confidential and shall only use them in accordance with the data protection regulations. Personal data shall be stored and used for organisational purposes and for future information on offers of the Graduate school GRACE. Each participant shall have the right to revoke in writing his/her consent to the storage and use of his/her data at any time.

