

General Terms and Conditions of Business of the Technische Akademie Esslingen e.V.

1. Scope of Application

- (1) These General Terms and Conditions of Business shall exclusively apply to all digital and analogue TAE events that take place synchronously between participant and Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern ("TAE").
- (2) Any deviating conflicting or additional general terms and conditions of business of participant shall become a contractual part only and to the extent we expressly consented to applicability thereof. Individual agreements between TAE and participant shall in any case take precedence over these General Terms and Conditions of Business.

2. Registration and Contract Conclusion

- (1) The offering of events on the website or in other advertising media of TAE is subject to alteration and non-binding, in particular with respect to the attendance fee set forth therein.
- (2) For didactic reasons, the number of participants is limited for numerous of our events. Registrations are considered in the order in which they are received.
- (3) Registration for an event can be made online, by fax, letter or email. Online registration for an event shall be made via the registration form provided on the website of TAE. Upon confirmation of the participant data by clicking on "Complete registration", participant registers for the event in a binding manner. The confirmation of receipt which is automatically generated and sent to participant by e-mail shall not represent an acceptance declaration for the conclusion of the contract. A contract is concluded between participant and TAE only upon sending a written confirmation of registration by letter and/or by e-mail.
- (4) Contracts for part-time degree programmes shall be concluded by written contract and subject to enrolment by the cooperating university. By registering, the participant commits himself/herself to participate in the entire course. The contract period is automatically extended by one semester if the course is not completed.

3. Terms of Payment

- (1) The attendance fees are net prices as such services are exempt from VAT. The invoice shall be due for payment without deduction immediately after receipt.
- (2) If participant is in default with payment, TAE shall be entitled to claim default interest of 5 percentage points above the statutory base interest rate (Sec. 247 BGB [German Civil Code]) per year as of occurrence of default.

4. Cancellation and Rescission, Insurance Option

- (1) TAE reserves the right to cancel events up to seven days before commencement of the events if the number of registered participants is not sufficient to perform the event. Events may also be cancelled for reasons outside the responsibility of TAE (e.g. illness of the lecturer or technical reasons). In such case, the attendance fees will be fully refunded without specific request. We do not assume any cancellation costs related to travel and accommodation.
- (2) Participant may rescind from the contract by means of a declaration in text form at any time. If rescission is declared no later than seven days before commencement of the event, the full attendance fee shall be refunded. In case of later declaration, the full attendance fee shall be due. Receipt of the declaration of rescission by TAE shall be relevant.
- (3) Participant can designate a substitute participant for the event free of charge at any time. Splitting up an event between several participants shall not be possible.

- (4) Participant has the option to protect himself/herself against cancellation costs by taking out a seminar insurance. The insurance contract is entered into separately with ERGO Versicherung AG. The conclusion of the seminar insurance shall be set forth in the registration form. The separate terms and conditions of insurance shall apply to the seminar insurance.
- (5) If the registration for part-time study courses is cancelled at the latest four weeks before the start of the course, a processing fee of 150.00 € will be charged, which is due with the confirmation of withdrawal. The participant reserves the right to provide evidence that the flat-rate costs were not incurred or were incurred only to a significantly lower amount. Non-participation in the course or in parts of the course does not release the participant from the obligation to pay.
- (6) At the beginning of the semester, a termination is possible by observing the written form and a notice period of 6 weeks to the end of the semester. The postmark of the TAE is decisive, for notices received by e-mail the date of the next working day.
- (7) The respective semester fee will be invoiced at the beginning of each semester. Payment in instalments is possible. If the participant remains in arrears with the payment of the tuition fee despite a reminder, the TAE is entitled to terminate the contractual relationship with immediate effect and to exclude the participant from the study programme.

5. Services

The attendance fee shall cover participation in the event as well as the event documents. Moreover, catering provided in the course of the event is also included in the attendance fee. In the case of the part-time study courses, meals are not included in the tuition fee. In addition, TAE reserves the right to adapt individual parts of the study programme to the needs of the teaching to a reasonable extent, even without the agreement of the contractual partner, provided that the overall character of the study programme is not affected. This concerns, for example, changes in the curriculum, the change of lecturers or the place of study, as well as the merging with similar courses of study. This may also affect the course implementation in classroom or online form.

6. Confirmation of Participation

- (1) If participant attended the entire event, he or she shall receive a confirmation of participation in the event from TAE.
- (2) If it is an event marked as certificate course, participant shall obtain the certificate set forth in the offer after complete participation with corresponding performance record and/or after passing the final test.

7. Liability

- (1) TAE shall be liable for damages towards participant under statutory regulations pursuant to the following provisions: contractual as well as statutory liability for damages due to slight negligence of TAE, a legal representative or vicarious agent, regardless of the legal grounds, shall be limited to compensation of foreseeable damage typical of contracts, however, a maximum amount of EUR 1,000.00 per damage event.
- (2) The above provision shall not apply to any damage resulting from injury to life, limb or health as well as to damage based upon intentional conduct or gross negligence of TAE, its legal representatives or vicarious agents. The provisions of the Produkthaftungsgesetz [Product Liability Act] shall remain unaffected. Furthermore, the above provision shall not apply to the extent TAE provided any guarantee or maliciously concealed defects.

8. Right of Withdrawal for Consumers

In the case of distance contracts, consumers are entitled to a statutory right of withdrawal. A consumer as defined in Sec. 13 BGB means every natural person who enters into a legal transaction for purposes that predominantly are outside his or her commercial or professional freelance activities.

Information on the Right of Withdrawal

Right of Withdrawal

You have the right to withdraw from this contract without stating reasons within 14 days. The withdrawal period shall be 14 days as of the day of conclusion of the contract. In order to exercise your right of withdrawal,

you need to inform us (Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern, Tel. +49 711 340 08-0, Fax +49 711 340 08-27, E-Mail info@tae.de) about your decision to withdraw from this contract by means of an express statement (e.g. a letter sent by post, telefax or e-mail). For this purpose, you can use the attached sample withdrawal form which, however, is not mandatory. The withdrawal period is deemed observed if you send the notice on the exercise of the right of withdrawal before expiry of the withdrawal period.

Consequences of Withdrawal

If you withdraw from this contract, we are obliged to return to you all payments we received from you, including the delivery costs (with the exception of the additional costs due to your selection of any delivery method other than the most cost-effective standard delivery offered by us), without undue delay and no later than within 14 days after the day on which we received your withdrawal notice. For such repayment, we will use the same payment method used by you for the original transaction, unless we expressly agreed otherwise with you; in no event will you be charged fees for such repayment. If you requested us to start performance of services during the withdrawal period, you are obliged to pay to us an appropriate amount corresponding to the proportion of the services rendered by us until the point in time at which you informed us about your withdrawal from this contract in comparison to the overall scope of the services envisaged in the contract.

[Sample withdrawal form](#)

9. ESF Subsidies for Specialist Courses

- (1) If you make use of ESF subsidies for specialist courses, the respective grants will be deducted from the seminar fee on the invoice. Participant shall only pay the amount set forth.
- (2) In case of non-attendance, funding is not possible. In such case, participant may be obliged to repay their subsidy share pursuant to the provision in No. 4.

10. Copyrights

The seminar documents provided by TAE are protected by copyright. Without prior written consent of the copyright holder (TAE or the respective lecturer), the seminar documents must not be reproduced, published or otherwise disseminated (including disclosure to colleagues or third parties free of charge).

11. Arranging for Guest Rooms

Upon request by participant, TAE will arrange for accommodation in hotels and/or guesthouses for participant. In such case, the contractual relationship to the hotel and/or guesthouse is established directly between participant and the hotel and/or the guesthouse. In the event of schedule changes pursuant to No. 4 or withdrawal from the contractual relationship by participant, participant shall independently change the accommodation contract with the hotel and/or the guesthouse.

12. Data Protection

- (1) TAE reserves the right to create recordings in the form of photographs and videos during events in which the participants may also be identifiable. Such recordings will be used for marketing purposes exclusively in accordance with the statutory requirements (e.g. Kunsturhebergesetz [German Art Copyright Act] and the General Data Protection Regulation).
- (2) Hereby, the Technische Akademie Esslingen e.V., An der Akademie 5, 73760 Ostfildern, acting as data controller, informs the participants about the collection, processing and use of their personal data in connection with the contractual relationship entered into. TAE may process participant's personal data (including first name and last name, address, telephone number, fax number, e-mail address, date of birth, profession, employer, seminar registrations, seminar dates, confirmations of participation), taking into account the relevant applicable data protection provisions. More information on this issue is contained in the [Privacy Policy](#).
- (3) Participant agrees that such data collected in the course of the contractual relationship may also be used for the purpose of sending information material of TAE.

- (4) You may object to the use of your personal data for marketing purposes at any time with effect for the future without being obliged to state reasons. If you consented to receiving newsletters, TAE will send the TAE newsletter to you by e-mail on a regular basis.
- (5) The personal data collected may be transferred to processors (e.g. co-organisers, ESF offices) for the purpose of performing the contractual relationship. If needed, personal data may be forwarded to trainers if this is required for the performance of the contract. Your data will not be transferred to any other third parties.

13. Final Provisions

- (1) All contracts are subject to German law, excluding UN sales law as well as private international law.
- (2) Changes, amendments and side agreements must be made in writing in order to be valid. This shall also apply to changes to this written-form requirement.
- (3) In business transactions with merchants, legal entities under public law or special funds under public law, TAE's registered office shall be the exclusive place of jurisdiction in the event of legal actions to the extent this can be validly agreed upon.
- (4) If any provisions are or become invalid in whole or in part or if during performance of a contract, a contractual gap requiring supplementation becomes obvious, this shall not affect the validity of the remaining provisions. The contractual parties undertake to construct, amend, reinterpret or replace such invalid provision and/or close the contractual gap in a manner in which the commercial purpose of the intended provision is achieved to the maximum possible extent.

14. Extrajudicial Dispute Settlement

- (1) As an online company, pursuant to Sec. 36 VSBG [Consumer Dispute Resolution Act], we are obliged to make consumers aware of the [Platform for Online Dispute Resolution of the European Commission](#).
- (2) TAE does not participate in such dispute resolution process before the consumer arbitration board.

Status: July 2020