

General terms and conditions for the seminars and in-house training provided by Movecat Academy

Scope

These terms and conditions govern the organization of courses of seminars, lectures, in-house training and similar commissions by Movecat Academy in so far as they are contracted for in writing.

Such seminars and commissions are carried out exclusively in accordance with the following terms and conditions. Any conflicting terms and conditions are hereby expressly repudiated. Any diverging agreements require express written confirmation by the Movecat Academy.

The speakers used by the Academy act in the fulfilment of their duties exclusively on behalf and in the name of Movecat Academy. Optional, follow-up and new commissions involving such speakers are to be concluded exclusively through Movecat Academy.

Registering and completion of the contract

You can register in writing by fax or e-mail. Incoming registrations in writing are legally binding. You will receive promptly from us confirmation of your registration for the course of seminars (date of the conclusion of the contract). As the number of participants for our seminars is limited, we will consider applications in the order of their receipt. Your data will be electronically stored for internal purposes.

Fees

Seminars on our premises

The above seminar prices, plus applicable VAT, refer to 1 participant and include all documents required for the implementation of the training and the use of necessary hardware and software products during training. Seminar fees are payable in accordance with the invoice, but in all events at least 6 weeks prior to the start of the seminar. The Organizer is entitled to charge an additional €5 as compensation for costs incurred in respect of every reminder sent and interest on arrears of 6% per year. The costs of travel to the venue and accommodation are not included in the price. The seminar fees include certificate of attendance, course documents, refreshments during pauses and meals during breaks between seminars.

In-house training

The seminar prices quoted plus applicable VAT refer to 1 participant-in and include all documents required for the implementation of the training and the use of necessary hardware and software products during the training. Special rates and discounts must be in writing. Travel costs, travelling time, expenses and accommodation expenses if applicable will be charged in addition. Seminar fees are payable in accordance with the invoice, but in all events at least 6 weeks prior to the start of the seminar. The Organizer is entitled to charge an additional €5 as compensation for costs incurred in respect of every reminder sent and interest on arrears of 6% per year.

Duty to cooperate

In the course the provision of the contractual services, the Customer will support Movecat Academy to the extent necessary. In particular in the case of in-house training, he will provide free of charge and in a timely manner the requisite information and documents as well as making the necessary rooms and technical facilities available.

The duties of cooperation by the Customer are primary performance obligations.

Cancellation and right of rescission

Cancellation of a seminar registration must be made in writing. In case of cancellation 21 days or more prior to the start of the first seminar, a processing fee of €50 will be charged. In the case of a later cancellation, 50% of seminar fees will be due. In case of cancellation after the start of the seminar or non-appearance of the participant, the entire seminar fees will become due for payment.

We reserve the right to cancel an event for organisational reasons (such as failure to meet the minimum number of participants or a speaker dropping out) as well as for other reasons. In case of cancellation by us, we will try to rebook you on another date and/or a different venue provided you agree. Otherwise your fee will be returned to you; no further claims exist.

Modifications in execution

We reserve the right to change dates and locations.

Schedule preview

Our seminars are regularly updated.

Note

With the publication of a new seminar programme, all previous programmes and prices lose their validity.

Copyright and data protection

Movecat Academy may make copies for its files of written material entrusted to Movecat Academy for inspection or for the conduct of courses. Movecat Academy has the right to process the Customer's data solely for its own use in so far as the provisions of the most recent federal data protection laws are complied with.

We reserve all rights, including those of translation, reprinting and reproduction to the training materials or parts thereof. No part of the training materials - not even extracts and not even for educational purposes - may be reproduced, processed, in particular using electronic systems, duplicated, published or used for public presentations without our written permission.

Liability

In our seminars, the teaching and training is designed in such a way that an attentive participant can achieve the goals of the seminar. The Movecat Academy performs commissions respecting the recognized principles of science, technology and legislation. We make no warranty, however, as to the success of the training. We are liable for harm caused intentionally by our employees or by their gross negligence. Regardless of the legal basis of the claim, such liability is limited to a total sum equivalent a single reimbursement of the fees paid, however the maximum amount shall never exceed €1,000. More extensive liability is excluded.

Miscellaneous

Only the laws of the Federal Republic of Germany shall apply to the contractual relationship and its implementation. The place of jurisdiction is Böblingen.

Claims based on § 139 BGB are waived by mutual consent. The invalidity of any of the foregoing provisions does not affect the validity of the remaining provisions.

As of 22 January 2008