

## **General Terms and Conditions**

### **for events of the department Workforce Qualification and Technology Transfer at Fraunhofer IFAM**

**(Note: These General Terms and Conditions are a translation of the original German version; only the German version of the General Terms and Conditions shall apply.)**

These General Terms and Conditions shall apply exclusively; any General Terms and Conditions of the participant or of any third party shall not be accepted, even if these terms and conditions are not expressly rejected.

#### **Registration**

The registration of the participant to an event may be succeeded optionally by post, fax or by scan via e-mail. The organizer confirms the registration by written confirmation. With receipt of confirmation the contract comes into effect. The number of participants of every event is limited. If more registrations arrive than participant places are available, registrations are processed in the order they arrive. The one who does not get a participant place gets notified. In case of an insufficient number of participants the organizer reserves the right to cancel the event up to seven days before its beginning.

#### **Participation and Examination Fees**

The participation fee plus the - if applicable - accrued examination fee are per person and event. The amount of the participation and examination fees as well as the services contained therein are indicated in the event descriptions released in the event flyers or course program and/or on the internet website.

Not included are the expenses for travel and overnight accommodation.

#### **Examination**

For events, in which one or more examinations shall be taken, the training course guidelines and the at that time applicable examination regulations may be viewed on request by the participant. The indicated examination fee shall include the review of participant requirements, the examination approval, its single correction and the issuance of the associated references/certificates. In case of failure of the examination the fee shall not be refunded to the participant.

If the participant fails to pass one part of the (written/oral/practical) examination, she/he has a second attempt at retaking the examination for free on an examination date fixed in advance for another event. In case of a repeated fail of one part or of the whole examination the participant shall pay the examination fee for a further examination. In case of sentence 4 - that the participant owns a free attempt at retaking -, but which the participant cannot perceive and the board of examiners specially has to be convened for that reason to another date, the participant shall bear the costs of another examination fee. The admission requirements to an event are to prove by no later than at the start of the event. Interested parties, who fail to fulfill the admission requirements, may participate as guest auditors in the course and take an examination in line with the valid examination regulations. In those cases after successful passing the participants shall receive a confirmation of participation.

#### **Payment**

The participant and examination fees become due on receipt of the invoice without deduction. In individual cases deviations from these rules are allowed and advance payment may be required; also partial payment agreements are possible. If the invoice is entirely or partially not settled, the organizer is entitled to exclude the participant from further participation.

There is no entitlement to (partial) reimbursement of already paid participation and examination fees, e.g. in case of premature abandonment of the participant, unless the already registered participant subscribes a substitute person, who may want to participate in the course in her/his place, the substitute fulfills the requirements and pays (if necessary the upcoming) the participation fee.

In case that the organizer cancels the event there is a legitimate claim to have the already full paid participation fee refunded. As far as the event has to be canceled because of disease of the expert and in absence of an expert replacing her/him during the performance of the course, an entitlement to reimbursement of the participant only exists if the participant has no interest in the until then joined part of event. As far as there was to pay an examination fee and the examination may not be taken because of the reasons mentioned in the foregoing sentence, the participant shall get the whole examination fee refunded.

## **Cancellation**

Events with a duration of minimum five (5) days:

The cancellation of participation in an event with a duration of minimum (5) days is possible up to four (4) weeks before the start of the event at a cancellation charge of 15 % from the originally accrued participation fee, up to seven (7) days before the event begins at a cancellation fee of 50 % of the originally accrued participation fee. A cancellation at a later point is possible for a cancellation charge of 100 %. For the calculation of the period, the time of receipt of the written withdrawal declaration is applicable. The sentences 1 and 2 shall not apply, a) as far as the cancellation fee exceeds the damage expected according to the usual course of events or the usually occurring impairment, b) as far as the participant may prove that no damage and no impairment have been incurred or the damage and the impairment are significantly less than the demanded fee. In these cases the actually occurred damage or impairment will be charged as cancellation fee. The cancellation fee shall not accrue as far as the participant registers a substitute person, who may want to participate in the event, the substitute fulfills the participation requirements and pays the participation fee. Up to the change of registration the originally registered participant remains the contracting party.

Events with a duration of less than five (5) days:

The cancellation of participation in an event with a duration less than five (5) days is possible up to seven (7) days before the event begins at a cancellation fee of 50 % from the originally accrued participation fee. A cancellation at a later time is possible at a cancellation fee of 100 % of the originally accrued participation fee. For the calculation of the period, the time of receipt of the written declaration is applicable. The sentences 1 and 2 shall not apply, a) as far as the cancellation fee exceeds the damage expected according to the usual course of events or the usually occurring impairment, b) as far as the participant may prove that no damage and no impairment have been incurred or the damage and the impairment are significantly less than the demanded fee. In these cases only the actually occurred damage or impairment will be charged as cancellation fee. The cancellation fee shall not accrue as far as the participant registers a substitute person, who may want to participate in the event, the substitute fulfills the participation requirements and pays the participation fee. Up to the change of registration the originally registered participant remains the contracting party.

Provided that the participant is consumer in the meaning of § 13 BGB (German Civil Code), she/he is entitled to revoke her/his registration within 14 days in accordance with § 312g BGB (German Civil Code), which takes precedence about the right of cancellation.

## **Copyright law**

Any material handed out by the organizer is protected by copyright; duplication – except for personal and non-commercial use – as well as any form of publication without prior written consent of the organizer is prohibited. Images and sound recordings are prohibited during the event.