

# Terms and Conditions of MIND AND METHODS for Seminars and Workshops

## 1. Scope of application

1.1 The following General Terms and Conditions apply to all public workshops, seminars and training courses (hereinafter referred to as seminars) offered and provided by MIND AND METHODS (hereinafter referred to as **provider**).

1.2 Deviating provisions of the customer are generally not applicable.

## 2. Services

The seminar fees include - unless otherwise described - the teaching of the seminar contents according to the description of the seminar, the costs for training rooms and seminar materials, the costs for lunch, beverages during breaks and snacks. All other costs (e.g. for travel and accommodation) are not included in the seminar fees.

## 3. Registration

The registration must be made in written form either online, per email, or per mail. The contract becomes binding for both parties only when the **provider** confirms the registration. This is usually done by email 2 to 3 days after receiving the registration. The confirmation of registration is not identical with the confirmation of the receipt of the registration. The registrations are processed in the order of their receipt up to the maximum number of participants, which are assigned to the respective seminar description.

## 4. Cancellation or rebooking by the participant

### 4.1 Cancellation

Cancellation must be made in written form. Up to 30 calendar days before the beginning of the seminar the costs will be reimbursed at 100%, up to 15 calendar days before the beginning of the seminar at 50%. After that, no refund is possible in case of cancellation. Participants who do not fully or partially attend the seminar must pay the full seminar fee.

### 4.2 Replacement Participants

However, it is possible to name a replacement participant instead of the registered participant free of charge. Please contact the **provider** by email.

### 4.3 Rebooking

A rebooking to another open seminar on the same topic is possible free of charge up to 15 calendar days before the beginning of the seminar. After that a rebooking fee of 100.00 EURO plus VAT will be charged. The rebooking must be made in written form.

## 5. Cancellation by the provider

The **provider** reserves the right to cancel or postpone the seminar if the minimum number of participants (see description of the respective seminars) is not achieved. If a seminar is cancelled due to illness of the seminar leader, force majeure or other reasons for which the **provider** is not responsible, there is no claim to the holding of the seminar. In both cases, seminar fees already paid will be reimbursed in full. The **provider** can neither be obliged to reimburse travel and accommodation costs, nor to compensate for loss of working hours, nor can he be held liable for consequential damages. The **provider** immediately informs the participants if a seminar has to be cancelled.

## 6. Terms of payment

### 6.1 Seminar fees

The seminar fees can be found in the respective seminar description. All seminar fees quoted by the **provider** are to be paid in EURO and are exclusive of the valid legal value added tax of 19%.

### 6.2 Terms of payment

The seminar fees stated in the invoice are to be transferred without deduction to the bank account of the **provider** prior to the start of the seminar. The **provider** reserves the right to exclude participants from the seminar if the seminar fees have not been paid to the **provider's** account by the beginning of the seminar. In this case, the **provider** can neither be obliged to reimburse travel and accommodation costs nor to compensate for loss of working hours, nor can he be held liable for consequential damages.

## 7. Property Rights

The seminar documents provided within the context of the seminar are exclusively intended for the personal use of the participant and remain the property of the **provider** until the seminar fees have been received. The passing on of the seminar documents to third parties or any further use beyond personal use is not permitted and requires the written approval of the **provider**.

## 8. Data protection

The **provider** stores the information you provide when registering exclusively in order to process your training participation and to be able to contact you before, during and after the training. With your consent, the **provider** will pass on your e-mail address, your first and last name to a certifying body when registering your participation in the seminar. The **provider** does not make your personal data available to third parties.

## 9. Place of jurisdiction and applicable law

The business relationship between the contracting parties arising from or in the context of the contract shall be governed exclusively by the law of the Federal Republic of Germany. This applies equally to domestic and foreign customers. The place of performance and jurisdiction is exclusively the registered office of the **provider**.

## 10. Other terms and conditions

There are no subsidiary agreements to this contract. Additional or deviating agreements must be made in the written form. This also applies to the agreement to waive the written form requirement.

## 11. Severability Clause

Should any provision of the contract be or become wholly or partially invalid or unenforceable, this shall not affect the remainder of the contract. The invalid or unenforceable provision shall be replaced with retroactive effect by a provision that comes closest to the economic interests of the parties and does not contradict the remaining contractual agreements. The same applies to a gap in the contract.

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## MIND AND METHODS

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