

General Terms and Conditions for Training Services by Agile Experts e.U.



General

These general terms and conditions apply for all public trainings, workshops and seminars (generally referenced as „training“ throughout this document), offered by and delivered via Agile Experts e.U. (generally referenced as „training provider“ throughout this document). Any deviating regulations by the customer are not applicable, even if the training provider did not explicitly contradict.

1. Services

Included with the prices are: provisioning of appropriate materials and training facilities for the duration of an event, delivery of training content in compliance with the training description, all required training materials to the extent and in the language conforming with the specific training description, selected non-alcoholic beverages during official breaks, in case of full-time (min 1 day) events and if announced a lunch, and - if the event being announced as licensed or accredited - any required license or accreditation fees. Any other cost, e.g. such as traveling or accommodation cost, are not included with service fees.

2. Registration / Contract of Contract for Trainings

2.1 Conclusion of the Contract

Registration for a seminar shall be binding on the customer upon receipt of the written application - via a registration website on the Internet, E-Mail, post or fax - by the training provider. By registering for a training the customer acknowledges the present General Terms and Conditions and agrees to the provisions hereof. The training provider shall confirm the registration via E-Mail, post or fax within 14 days after having received a registration, so that the training attendance is bindingly agreed upon.

2.2 Number of Participants

The confirmation by the training provider is always issued under the reserve, that the required minimum number of participants will be reached. The number of participants is limited for didactic and space reasons in order to reach the learning goals. Registrations are treated in order of their arrival.

3. Cancellation by the Customer and Substitute Participants

3.1 Cancellation

Cancellation of registrations up to 4 calendar weeks - in case of external trainers („featured by“ or „partnering with“ Agile Experts e.U.) up to 8 calendar weeks - before the training leads to a refund of 90% of the participation fee. If a registration is canceled up to 2 calendar weeks (4 calendar weeks in case of external trainers) prior to the beginning of the training a cancellation fee in the amount of 50% of the participation fee will be charged. In case of cancellations at a later point in time or if the participant fails to appear at the training totally or partially, the full participation fees will be charged.

All cancellations of registrations must be done in written form addressed to the training provider, either via E-Mail, post or fax.

3.2 Substitute Participant

The customer may at any time nominate a substitute participant instead of the originally registered participant.

4. Changes/Postponements/Cancellation by the Training Provider

4.1 Training Content

The training provider is allowed to modify the training content to a reasonable extent.

4.2 Changes of Dates or Location

Should a training need to be canceled due to illness of the trainer, force majeure, or other unforeseeable events, no claim exists that the training will be held. In such cases the training provider can not be claimed any travel or accommodation cost, or any possibly induced nonproductive time or any damages, respectively missed profits or claims from third parties. Of course the training provider will in such cases try to meet the customer via possible organizational measures. Furthermore the training provider reserves the right to cancel a training if no sufficient number of participants has been reached. In such a case registered participants may choose between participating in another adequate training with regard to price or getting returned all amounts already paid. Any further claims of the participant shall be excluded.

5. Prices/Terms of Payment

All stated prices are net in Euro, excluding legally mandated VAT. The participation fee shall be due promptly and without deduction upon issue of the invoice

and before the training. Possible early bird offerings can only be granted, if the invoiced amount is being received by the training provider within the written period for payment, but latest until 1 week after the end of the early bird period.

The training provider reserves the right to exclude customers, who did not discharge all payment obligation, from a training event. For the case of open invoices, which were not paid before the event, we reserve the right to charge an arrears fee after the second payment reminder.

6. Confidentiality, Copyright Matters

Provided documents and materials during the course of a training are made available to the participant for his/her exclusive personal use on the occasion of or after the training. Such materials are owned by the training provider until the complete payments of training fees. The participant shall not be granted any exclusive rights to these documents and information either, in particular no title.

Any usage for educating third parties, passing on, copying or dissemination - in whatsoever form - is not permitted. Respectively all copyright regulations of producers and copyright owners apply. During a training photos/videos may be produced by the training provider, also showing activities of participants. Participants agree, that such photos/videos may be taken, and that these may be used by the training provider for commercial purposes. All image rights lie with the training provider.

7. Data Protection

The training provider stores data, issued during the course of a registration, only for the purpose of processing the participation and to get into contact with a participant before, during or after a training. Granted their agreement - if applicable - the email address, first and last name may be handed over in combination with data about the attended training to a certifying authority. The training provider will not make your personal data available for the usage by further third parties.

8. Exclusion of Liability

The training providers liability for any and all claims of the participant shall - irrespective of their legal cause and basis - be restricted to actions of wilful intent or gross negligence. The training provider shall not be liable for lost profit, lost savings, third-party claims for damages or other indirect damages or consequential damages nor for damage to recorded data or any personal material. Also the training provider shall not be liable for any personal injury. The customer accepts that the training provider does not take over any responsibility for accidents, occurring to participants on their way to or from the training location. As training location we refer to any location, where the training provider together with participants of an event carries out any activities and wherever. In the case of rooms in a building, the path of the customer begins and ends at the general entrance to the event rooms.

9. Miscellaneous

9.1 Any additional or deviating agreements require a written form. This also applies to any waiver of the written form requirement.

9.2 Should any single regulation be or become invalid, the effectiveness of the remaining provisions shall not be affected. Instead of the ineffective provision, a provision shall apply that approximates most the economic purpose.

9.3 If the customer is a businessman, the place of jurisdiction is Graz, Austria. Austrian law shall apply.

Valid since 2016, February 1st