

GTC Training REINTJES GmbH (Last revised: 01/2024)

1. General provisions

These General Terms and Conditions ("GTC") apply to all contracts between REINTJES GmbH, Eugen-Reintjes-Straße 7, 31785 Hameln, Germany – hereinafter referred to as REINTJES – and the purchaser – hereinafter referred to as the Customer – on analogue or digital services relating to training such as seminars and training courses (hereinafter referred to as "Training Measures" or "Training").

The Training Measures offered by REINTJES are aimed exclusively at independent and self-employed Customers, entrepreneurs as defined in Section 14 German Civil Code [BGB] as well as authorities and institutions under public law.

The Customer may participate in the Training Measures themselves and/or name other course participants.

2. Formation of a contract

At the Customer's request, REINTJES shall provide a customised training offer to the Customer in written form (via post, e-mail).

The contract shall not enter into force until the offer has been accepted by the Customer by means of a separate declaration of acceptance on the provision of the relevant Training Measure.

3. Prices and payment

3.1 The prices are in euros (EUR), excluding any applicable value added tax at the time of service provision.

If the Customer additionally incurs local duties or taxes outside Germany for which evidence is provided as a result of the Training Measure, these shall also apply in addition.

The prices for the individual Training Measures, including individual training, are based on the relevant contract between REINTJES and the Customer.

REINTJES shall invoice the Customer with the agreed remuneration on the (last) day of the Training. If the Training spans multiple days, REINTJES is entitled to demand appropriate advance payments.

3.2 Unless otherwise agreed, invoices shall be due within 30 days after receipt of the invoice, without any deductions, via a transfer to an account specified in the invoice.

3.3 If the Customer falls into arrears with the payment, REINTJES is entitled to demand a processing fee and an interest rate of 9% above the relevant basic rate.

4. Services provided by REINTJES and reservation of rights to make changes

4.1 REINTJES is entitled to provide the services itself or via subcontractors. These services include:

- Performing the course in accordance with a syllabus with the number of participants agreed in advance.
- Providing documents accompanying the course containing relevant customised content in accordance with a syllabus..
- Providing the required working material, (e.g. computers, programs).
- Issuing a certificate as proof of attending the course.

The object of the Training Measure is to perform the agreed training or other agreed services, and not that this has a successful outcome. The Customer shall be solely responsible for the learning skills needed by the participant to perform the training.

4.2 A certificate is only issued if the participant has attended the entire Training Measure from start to finish. It is not possible to divide the training up between multiple participants. A partial booking is only possible in exceptional cases upon request and with corresponding confirmation by REINTJES.

4.3 The Training Measures shall be carefully and conscientiously prepared by REINTJES or the specialists it deploys. REINTJES shall not be liable for the up-to-dateness, correctness or completeness of the documents or for implementation of the Training Measures.

4.4 REINTJES is expressly entitled to adapt the content of the training courses to the current state of technology without prior notice. Deviations from the course descriptions may occur on a case-by-case basis as a result. REINTJES reserves the right to make other minor deviations relating to content or organisation (such as a change of instructor/trainer) provided the same overall character of the training courses is retained. The Customer is not entitled to have the training courses provided by a specific instructor/trainer.

4.5 REINTJES shall provide the relevant commissioned Training Measure in the training centres made available by REINTJES.

4.6 At the Customer's request, REINTJES shall also provide the Training Measure at the Customer's own or rented premises. Deviations from these GTC may be agreed. In this case, the Customer is responsible for the provision of the infrastructure, e.g. computers and presentation media, unless these are provided by REINTJES. REINTJES shall inform the Customer which infrastructure is required in good time in advance. If the Customer's systems are used for the Training Measure, the Customer shall be obliged to take suitable and adequate security measures against loss, destruction or damage of its own data and programs.

5. Cancellation of Training Measures by REINTJES, force majeure

5.1 REINTJES is entitled to cancel the Training Measures if, for example, the minimum number of participants required to run a course from an economic point of view is not met, or if the Training Measure cannot be performed at short notice due to illness on the part of the trainer, or for other technical reasons not attributable to REINTJES (e.g. defective training equipment, maintenance work, Internet downtime).

Before cancelling a Training Measure, REINTJES shall try to commission another suitable instructor with performance of the Training Measure or to move it to another date, where it is possible to do so.

5.2 REINTJES is also entitled to cancel the service provision at short notice for reasons of force majeure (e.g. fire, pandemic, special official orders, war or similar). In this case, the Customer shall be informed immediately and is entitled to move the Training measure to a different, later date which is unanimously agreed upon or to withdraw from the contract.

REINTJES shall notify the Customer of any cancellations immediately by e-mail using the contact details provided by the Customer.

5.3 If REINTJES cancels the Training Measures and a mutual agreement cannot be made on a new date, the Customer shall be reimbursed any advance payment made for the cancelled Training Measure.

Cancellation for which REINTJES is not responsible shall not give rise to claims to compensation by the Customer for wasted expenditure (e.g. travel costs, overnight accommodation costs or similar).

6. Cancellation by the Customer, cancellation notice periods

6.1 The Customer may withdraw from the contract in written form (by post or e-mail) at any time before the agreed date of performance of the Training Measure.

6.2 If the decision to withdraw is not communicated at least 10 calendar days before the agreed training date, the Customer shall be charged 50% of the agreed total price for the Training Measure.

If the withdrawal is communicated earlier, the Customer shall not be charged. Any fees and expenditure that are incurred or have already been incurred (e.g. for the cancellation of hotel or flight bookings) shall be charged to the Customer.

6.3 If a participant cannot take part in a Training Measure, the Customer may register a substitute person. If the Customer themselves or a participant fails to attend the agreed Training Measure without cancelling in advance, 100% of the order value shall be charged. It is possible to discontinue the Training Measure at any time. In this case, 100% of the order value shall be charged.

6.4 The date on which the declaration of withdrawal is received at REINTJES shall apply with regards to compliance with cancellation deadlines/withdrawal from the contract. Cancellations and, if applicable, rebookings, must essentially be made in written form (by post or e-mail). These shall be confirmed by REINTJES in written form.

6.5 Cancellation costs, charges and expenditure shall be offset in the appropriate amount against any advance payments already made. Any remaining costs shall be charged.

7. Offsetting, retention

The Customer is entitled to the right to offset or retention only if its counterclaims are determined legally valid or indisputable, or are recognised by REINTJES in writing.

8. Liability

REINTJES shall have unlimited liability only:

- In the case of intentional and gross negligence,
- In the instance of loss of life, physical injury and damage to health,
- and in accordance with the provisions of the German Product Liability Act.

In the event of a minor negligent breach of a duty which is material to achieving the purpose of the contract (cardinal obligation), the liability of REINTJES shall be limited to the damage that is foreseeable and typical depending on the type of business concerned.

Any further liability of REINTJES is excluded.

9. Intellectual property rights and copyright

9.1 REINTJES is expressly entitled to all rights to the documents, results, calculations, etc. created by its employees or instructors/trainers, in particular to copyrights and trademark rights.

9.2 Any documentation and training documents provided to the Customer or participant are only intended for personal use by the Customer or participant. The Customer/participant must not duplicate, reprint or translate these documents as a whole or in part. The Customer/participant is also not permitted to disclose or exploit the content of the documents either digitally or in paper format.

9.3 Taping, filming, photographing or any other manner of recording the Training Measures, courses and content are prohibited without the prior consent of REINTJES.

10. Safety regulations

10.1 The Customer or the course participant undertakes to comply with the safety regulations and the regulations for the prevention of accidents applicable at REINTJES premises or at other training locations as well as with any regulations, in particular access rules, applicable at these locations. Any data media brought to the premises by the Customer or the course participant must not be used on REINTJES computers.

10.2 The Customer shall ensure that the course participants it sends comply with all the obligations arising from these GTC and with any safety-relevant instructions provided by REINTJES. The Customer is liable for their course participants.

11. Data protection

Data relating to the Customer and the course participants that is transferred to REINTJES shall be stored and processed exclusively for the purpose of processing the booking and performing the Training Measures in accordance with the Data Privacy Statement in German. You can find details on this on the REINTJES website under the key word data privacy.

The data relating to the course participants is stored electronically in order to document participation and issue the certificate.

12. Final provisions

Ancillary agreements, amendments or supplements shall be effective only if made in writing. The same shall also apply to any waiver of the requirement for the written form.

German law shall apply, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of performance is the registered office of REINTJES. If the contractual partner is a merchant, a public corporate entity or a special fund governed by public law, the place of jurisdiction for all claims arising in connection with the business relationship is the registered office of REINTJES. REINTJES is also entitled to take legal action at the Customer's general place of jurisdiction.

If after entering into the contract, the Customer relocates their registered office or their normal place of residence to a location outside the scope of validity of the Federal Republic of Germany, the place of jurisdiction for all disputes arising from this agreement is the registered office of REINTJES. The same shall apply if the Customer has its registered office outside Germany.

The German wording of this contract and of these GTC shall be decisive.

Any General Terms and Conditions of the Customer that differ from or add to this contract shall only become a constituent part of this contract if REINTJES has expressly agreed to their application.