

# knoell Germany GmbH: General Terms and Conditions for Training Courses

The present conditions are the General Terms and Conditions for participation in advanced training courses, training programs, seminars, web-Seminars, e-Learning offers and conferences and other further training offerings (hereinafter referred to as „events“) presented by the knoell Germany GmbH (hereinafter referred to as „knoell academy“).

## I. General Provisions

### 1. Scope and Contract Conclusion

#### a) Area of application

In addition to the rules and regulations listed in the registration form (e.g., printed brochures or information available under [www.knoellacademy.de](http://www.knoellacademy.de)), contracts for participation in knoell academy events are covered by these current General Terms and Conditions.

#### b) Contract Conclusion

Any contract for participation in knoell academy events does not come into effect until knoell academy has confirmed the registration to the concerned participant in writing. Any additional amendments or supplements to this contract are to be in writing.

Any contract or agreement concluded by way of electronic business processing shall be subject to the following:

Any offer or quotation presented online by us for the performance of any event shall be subject to change without notice and shall not be deemed any offer or quotation for legal purposes. This process shall be non-binding and shall not represent any offer to enter into any contract or agreement whatsoever.

A participant can fill in the provided form, if the participant intends to participate in an event. Before confirming bindingly the intention to take part in an event, a participant can check and, if necessary, rectify the entries made by it; by clicking on the submit button, a participant shall be deemed to have submitted a binding offer for concluding a contract with us for the concerned event.

Thereafter, the participant will receive an e-mail generated automatically, confirming the receipt of the participant's request for participation in an event and reproducing its details (acknowledgment of receipt). This acknowledgment of receipt shall not constitute any acceptance of a contractual offer.

The contract to participate in an event shall only become effective upon knoell academy's written confirmation thereof or by performance.

Participants can save or print out these General Terms and Conditions of Training by pressing the Save or Print field at the bottom of this page at any time. Participants can save and/or print the content of their request for participation in an event immediately after

submitting a request for participation in an event. Furthermore, we will make the contractual provisions including these General Terms and Conditions of Training available to the participant in text form after submitting his or her request of participation in an event and not later than when performing the service.

The controlling language shall be English.

The person filling in the form shall confirm that he or she is authorised to make the purchase order on behalf of the participant and that his or her data are true.

#### c) Individual agreements

Individual agreements on a case-by-case basis shall in any case supersede these General Terms and Conditions. The contents of such agreements shall be governed by our written confirmation.

### 2. Registration cancellation by the participants

#### a) General cancellation

No participation fees shall apply for any withdrawal from the event confirmed in writing which must be received by knoell academy no later than four weeks before the event date. Written cancellation up to one week before the event date shall result in a reduction of the participation fee to 50 %, any cancellation later than that shall result in the full participation fee being charged unless the registered company provides a substitute participant.

#### b) Cancellation in the case of discount agreements

Any discounts granted by knoell academy shall only apply for participation in the event as covered in the contract. Should the participant cancel the event, the cancellation fee shall be calculated pursuant to Clause I. 2a) below based upon the entire participation fee, excluding any discounts.

#### aa) Participant discount

In the event that the customer (company) was granted a quantity discount in form of a participant discount - i.e., the participation of several persons from such customer (company) - the following special agreement shall apply: For every individually cancelled participant the above Clause I. 2a) shall apply. The volume discount shall become entirely void for the calculation of the remaining participation fee. For each remaining participant, the entire participation fee shall be calculated without taking any discounts into account.

#### bb) Event discount

In the event that the customer (company) was granted a quantity discount in form of an event discount - that is the participation of one person of such customer (company) in several events - the following special agreement shall apply: For every individually cancelled event, the above Clause I. 2a) shall apply. The volume discount shall become entirely void for the calculation of the remaining participation fee. For each remaining event, the entire participation fee shall be calculated

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without taking any discounts into account.

## c) *Form and notice*

In order to adhere to the deadline, all cancellations must be submitted to knoell academy in writing. In case of consumers text-form is sufficient.

## 3. *Rates and fees*

All prices and fees (including cancellation fees) mentioned here and in the brochures are always net of statutory tax. VAT, sales tax or the like will be charged in addition, if applicable.

## 4. *Cancellation of events by knoell academy*

The knoell academy reserves the right to cancel an event due to a lack of participants (no place later than one week before the event) or due to force majeure (e.g., illness of the referee or, in the case of a web-Seminar or e-Learning offer, due to technical problems for which knoell academy is not responsible). In such cases, knoell academy shall reimburse all payments made. No further claims may be deduced therefrom, unless Clause 1. 5 below shall lead to a different result. knoell academy shall not reimburse any possible cancellation or rebooking fees for transportation or accommodation arrangements of the participants. knoell academy points out that cancellation fee free business rates exist with the carriers (DB and airlines) or that the customer can take out seminar cost cancellation insurance.

## 5. *Liability*

knoell academy and its vicarious agents shall only be liable for any damages which the participant can prove are based on wilful misconduct or gross negligence. No liability shall be assumed in the event of force majeure leading to a delayed start or the complete cancellation of such event; the same shall apply for the event cancellation due to a lack of participants.

Furthermore, knoell academy does not assume any liability for losses resulting from faulty and/or incomplete contents of the lectures and/or the event documentation, unless knoell can be accused of wilful or grossly negligent breach of its obligations.

The foregoing provisions of this Clause 5 do not apply in the event of a breach of essential contract obligations and in the event of violation of health, life and body. Essential contractual obligations means obligations which arise from the nature of the contract or whose breach would jeopardise the purpose of the contract.

## 6. *Changes in the course of the event*

The knoell academy shall reserve the right to carry out minor changes in the event program. knoell academy

shall also reserve the right to replace their speakers.

## 7. *Rejection of a registration*

The knoell academy may reject any registration by a participant without stating any reasons and with immediate effect. The registering party shall also be informed immediately of any potential event overbookings.

## 8. *Use of event documentation*

The written accompanying materials as well as all event documentation are copyright protected and may not be reproduced or distributed without prior consent of the knoell academy. Participants are not permitted to reproduce any license documentation that has been handed out for training and information purposes. License materials include in particular data processing programs and/or machine-readable licensed data (data bases) including all related documentation.

## II. **Special provisions for special events and special conditions**

For the following types of events, the following special provisions shall apply in addition to or in deviation from the General Terms and Conditions listed under "I. General Provisions" above:

### 1. *In-house training event*

Any written withdrawal from in-house training events which must be received by knoell academy no later than 8 weeks before the selected course will result in a cancellation fee of EUR 500.00. Any cancellations up to four weeks before the start of the seminar are charged with 50 % of the fee for the event, for any later cancellations, the entire fee for the event will be charged.

Third-party service provider cancellation fees - in particular with regard to travel tickets or hotel accommodation, will be charged to the customer in the amount due. Should any in-house training event be moved due to force majeure, illness, accident or any other reason for personal incapability of the speaker with no fault of knoell academy, a new date will be determined upon mutual agreement or an equally qualified substitute speaker will be provided.

### 2. *Event series*

An event series is comprised of the booking of several modules, or events which are booked as a combination. In this case, no individual modules or events may be cancelled.

Cancellation of the entire booking is possible up to four weeks prior to the first event date. In all other respects,

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Clause I. 2b) shall apply respectively.

The participant may rebook the modules up to 4 weeks before the beginning of the first event free of charge with consent from knoell academy.

### 3. Events including overnight accommodation

To the extent where a knoell academy event is offered including accommodation as a package deal, withdrawals are possible up to 60 days prior to the beginning of the event against a handling fee of 8 % of the participation fee. After that, cancellation fee shall be 20% up to 45 days in advance, 30% up to 30 days in advance, 40% up to 16 days in advance, 60% up to 8 days in advance, and 90% thereafter. No-shows or cancellations received starting on the day prior to the service is provided will be charged the entire fee.

In the event where the participant has booked additional nights or double rooms in the hotel, the cancellation fees of the respective hotel shall apply. Should the event be cancelled by the participant or the event organizer, the participant must take care of his own booking cancellation.

### 4. Web-Seminars

Only the registered participant may participate in the web-Seminar in accordance with the provisions resulting from the contract for the participation in the concerned event. In any case, it is not allowed to record, download or otherwise duplicate the web-Seminar. As soon as the participation in the web-Seminar is made possible (usually by providing a corresponding link), a cancellation will no longer be possible. It is the participant's responsibility to have access to the necessary IT infrastructure (including an internet connection) to participate in the web-Seminar.

### 5. e-Learning Offers

Only the registered participant may participate in the e-Learning offers in accordance with the provisions resulting from the contract for the participation in the concerned event. In any case, it is not allowed to record, download or otherwise duplicate the e-Learning materials. As soon as the participation in the e-Learning offer is made possible (usually by providing a corresponding link to the e-Learning materials and an access code), cancellation is no longer possible. Any access codes must be treated confidentially and protected from access by third parties. In case of loss or abuse, the participant shall inform knoell academy immediately. It is the participant's responsibility to have access the necessary IT infrastructure (including an internet connection) to participate in the e-Learning offer.

## III. Final provisions

### 1. Choice of law

These General Terms and Conditions and all legal relationships between the contract partners are governed by the law of the Federal Republic of Germany.

### 2. Place of Venue

If the contract partner is a registered tradesman (Kaufmann), a public sector entity with special assets (öffentlich-rechtliches Sondervermögen), the exclusive place of venue shall be knoell academy's registered office in Mannheim.

### 3. Address

The address of knoell academy for any complaint or other declaration of intent as well as knoell academy's address for service of process is as follows: knoell Germany GmbH, Konrad-Zuse-Ring 25, 68163 Mannheim, phone +49 621 718858-0, fax +49 621 718858-100, e-Mail [service@knoellacademy.de](mailto:service@knoellacademy.de), homepage [www.knoellacademy.de](http://www.knoellacademy.de), listed in the commercial register HRB9339 of the local court in Mannheim, tax no 38182/23435, value-added tax identification number DE224348042.

(July, 2020)