

VenturisIT GmbH general terms and conditions for training

1. Object of contract

These terms and conditions for training apply to the contractual relationship between VenturisIT GmbH (hereinafter VenturisIT) and clients with regard to the provision of training and seminar services in the form of open seminars as group courses or individual and company training, and as in-house seminars (seminars held at the client).

2. Enrolment, conclusion of contract

- 2.1. Participants shall be enrolled by the client for the seminar and training events offered by VenturisIT in writing using a registration form. The enrolment with VenturisIT will be confirmed in writing. This finalises the contract. Since the number of attendants at the seminars is limited, enrolments will be dealt with in the order that they are received by VenturisIT.
- 2.2. Contracts for in-house seminars which have been booked shall also only be deemed finalised upon written confirmation by VenturisIT. It is the responsibility of the client to provide the required number of workplaces, software licenses and suitable presentation equipment (e.g. projectors).

3. Changes

- 3.1. VenturisIT is free to deploy replacement instructors, alter the date and venue of the event as well as change the seminar content for cause.
- 3.2. VenturisIT must inform the client in writing immediately, but no later than one week before the proposed seminar date, of any alterations regarding the date and location as well as the seminar content.
- 3.3. Notwithstanding the above provisions, VenturisIT may further develop and update the events at any time.

4. Cancellation

- 4.1. Cancellation of enrolments is free up to four weeks before the proposed seminar date. For cancellations up to two weeks before the proposed seminar date, 50% of the training fee is payable. For later cancellations or non-attendances which were not announced in good time, the full fee is payable. A substitute attendee may be nominated at any times free of charge. The client retains the right to prove that VenturisIT was able to obtain the full attendance figure by other means or achieved the corresponding training income through compensatory measures.
- 4.2. For the cancellation of in-house seminars, VenturisIT is entitled, irrespective of Subsection 4.1., to charge 50% of the agreed fee in each case. The client retains the right to show that VenturisIT suffered no or a smaller loss.
- 4.3. In the event of a change in the timing/venue or content of the event in accordance with Subsection 3.2., the client may cancel the enrolment without charge within a period of one week from receipt of the notification of the change. This only applies with regard to changes of content if the changes are more than insignificant in nature and diminish the services being provided for the event.
- 4.4. Cancellation must be in writing. Compliance with deadlines is determined by the time of receipt by VenturisIT.
- 4.5. If the attendance figure is too low (regularly less than 3 participants), or if there is a similar reason, VenturisIT may cancel the event. In such an event any payments made will be refunded.
- 4.6. If payment is not made in good time in accordance with Subsection 6.1., the right to attend shall be forfeited; Subsection 4.1. Sentence 2 and 3 apply.

5. Scope of services

- 5.1. The scope of services of the open seminars includes seminar documents, the use of equipment on the basis of one workplace for two participants, drinks during the breaks and lunch. One seminar hour corresponds to 45 minutes; one seminar day corresponds to six clock hours. Not included are the travel and other subsistence costs of participants.
- 5.2. For in-house seminars, the scope of services is described in the relevant quotation from VenturisIT. VenturisIT is not obliged to undertake services going beyond the conveyance of knowledge to, or training of, the client's staff. In particular, VenturisIT is neither commissioned nor obliged to provide engineering services for the client even if the teaching or training is undertaken by making use of the practical activity in the context of the client's normal business operations to improve knowledge transfer. VenturisIT's instructors are not obliged to follow technical instructions from the client but shall structure and manage the training at their own discretion.

6. Prices, payment terms

- 6.1. Open seminars are billed on written confirmation of the enrolment. Payment is due directly after receipt of the invoice and must be received by VenturisIT at least seven days before the date of the event.
- 6.2. For in-house seminars, the total amount is billed after the service has been provided. However, VenturisIT is also entitled to issue an invoice in advance in accordance with the commissioned scope of services. Subsection 6.1. Sentence 2 applies.
- 6.3. The prices on the price list in force at the time of each enrolment apply plus the VAT in force at the time.
- 6.4. If the client is in arrears with payment, VenturisIT may charge interest on arrears of nine percentage points over the respective base lending rate plus a flat rate fee of EUR 40.
- 6.5. The client is only entitled to offset claims if his counterclaim is not in dispute or has become legally absolute. Rights of retention by the client are excluded insofar as they are not based on the same contractual relationship.

7. Liability

- 7.1. VenturisIT shall pay compensation for, or reimbursement of, wasted expenditures, regardless of the legal grounds (such as e.g. obligations arising from legal transactions or similar to legal transactions, material defects and deficiency in title, neglect of duty and tort), only to the following extent:
- 7.2. Liability in the event of intent and within the scope of any guarantee provided by VenturisIT is unlimited.
- 7.3. In the event of gross negligence, VenturisIT shall be liable to the amount of the typical damage foreseeable on conclusion of contract.
- 7.4. In the event of an ordinary negligent violation of a contractual duty, the fulfilment of which is a prerequisite for the proper execution of the contract and in the compliance with which the customer may regularly trust, and the violation of which places the achievement of the purpose of the contract at risk, VenturisIT shall be liable to the amount of the typical damage foreseeable on conclusion of contract.
- 7.5. The plea of contributory negligence remains open to VenturisIT. The client in particular has a duty to back up data and defend against malware always in accordance with the state of the art. VenturisIT shall not be liable for loss of data if the client has not backed up his data daily and protected it appropriately against attacks on the system.
- 7.6. Liability of VenturisIT is excluded insofar as the instructor or leader merely expresses their personal opinion and this is evident.
- 7.7. VenturisIT shall not be liable for achieving the success intended with the training since this is dependent on the abilities and willingness of the client's staff. VenturisIT's liability shall therefore be restricted to the training measure itself being free of defect.
- 7.8. In the event of a cancellation in accordance with Subsection 4.5., VenturisIT shall not be liable beyond the refund of payments made.

- 7.9. For in-house seminars, VenturisIT shall not be liable for the correctness of the work results prepared during training and support. Their possible adoption shall be undertaken solely at the risk of the client since the work of VenturisIT's instructors is only intended for the purpose of teaching and training the client's staff (Subsection 5.2.).
- 7.10. The above limitations of liability shall also apply with regard to the personal liability of VenturisIT's staff, representatives and organs.

8. Industrial property rights

- 8.1. All rights with regard to the training materials and documentation or parts thereof, also those of translation, reprinting and duplication, reside with VenturisIT. The client and the participants are merely granted a simple, non-exclusive, non-transferable utilisation or exploitation right limited to the purposes of training the member of staff concerned. In particular, the training materials and documentation may not be duplicated, including in part, distributed, publicly reproduced or used for the purpose of lesson design.
- 8.2. Technical processes, developments and findings are imparted without taking account of existing patents or other industrial property rights. It is the responsibility of the client and participants to inform themselves about the corresponding restrictions before commercial exploitation or utilisation.

9. Limitation

The client's entitlements to guarantee and/or compensation expire by limitation one year after the end of the seminar or training if no consumer is party to the transaction.

10. Concluding provisions

- 10.1. The client's general terms and conditions shall not apply.
- 10.2. Amendments and supplementary agreements shall be in writing; this also applies to this written form clause.
- 10.3. The participants and clients undertake to comply with the safety regulations which apply at the event venue and of which they have been made aware. The clients shall place the participants under a corresponding obligation.
- 10.4. The personal data of clients and participants shall be collected, stored and processed only within the statutory permitted framework insofar as this is required for execution of this contract or for the purposes of an existing legal relationship (in any event, first and last name to check the attendance entitlement; billing data as required). To the extent that personal data are to be used beyond this, a separate declaration of consent will be sought.
- 10.5. Should a provision in these terms and conditions be or become void, invalid or incapable of implementation, the validity of the remaining provisions in these terms and conditions shall not be affected.
- 10.6. German law shall apply with the exception of international codes such as e.g. the CISG or the UN convention on the sale of goods. Place of fulfilment shall be Bad Soden/Ts. Place of jurisdiction for all disputes shall be Frankfurt am Main if the client is a businessman, a legal entity under public law, a special fund under public law, and a specific place of jurisdiction – such as e.g. for action for default – is not provided for by law. Each party remains free to take legal action at the general place of jurisdiction of the other party.

Status: Bad Soden, May 2016