



## ACADEMY CONDITIONS OF PARTICIPATION

### I. ENROLMENT AND CONCLUSION OF CONTRACT

(1) Interested parties can enrol for the Interstuhl Academy training courses or events in one of the following ways: By letter | By telephone | By fax | By e-mail | Directly via the Interstuhl Academy webshop.

#### CONTACT DETAILS:

Interstuhl Büromöbel GmbH & Co. KG,  
Interstuhl-Akademie, Brühlstr. 21,  
72469 Meßstetten-Tieringen, Germany  
Telephone: +49 (0) 7436 871 166 |  
Fax: +49 (0) 7436 871 110  
E-mail: [info@interstuhl.de](mailto:info@interstuhl.de)  
<https://www.interstuhl.com/l/uk-en/academy.php>

(2) When enrolling, you must provide the following information in full:

(Company) address and, if required, invoice address (if different) | Telephone number | Fax number | E-mail address | First names and surnames of those participating.

(3) Enrolments are binding. The Interstuhl Academy shall confirm the binding enrolment by e-mail. The contract shall come into effect when the enrolment has been confirmed by the Interstuhl Academy. If no such confirmation is received, the contract shall come into effect upon invoicing or, if this also does not occur before the date of the event, at the latest upon the participation of the enrolled persons in the event.

(4) Enrolments are considered in the sequence in which they are received by the Interstuhl Academy. If the event is already fully booked, applicants shall be informed of this by the Interstuhl Academy.

### II. CANCELLING, TERMINATING OR CHANGING EVENTS

(1) The training course shall only take place if there is a minimum number of participants. If this number is not reached, the Interstuhl Academy shall have the right to cancel the event. This shall also apply in the case where a trainer/instructor cancels, for other important reasons or in cases of force majeure.

(2) The Interstuhl Academy shall inform the participants of the cancellation or any changes to the programme, in particular if there is a change of trainer or instructor. There shall be no entitlement to have the event carried out by a specific instructor. Rescheduled dates can be arranged.

(3) If no rescheduled date is arranged and a training course needs to be cancelled, the Interstuhl Academy shall reimburse any paid enrolment fees immediately. Any further claims, in particular for replacement and consequential costs, shall be excluded unless the Interstuhl Academy or its representatives or vicarious agents have acted with intent or gross negligence. This shall also apply in particular with regard to the reimbursement of travel costs, such as flight or rail tickets.

(4) The rules in these general terms and conditions of participation shall not affect the right of the participant to terminate for good cause.

### III. PREVENTION AND EXCLUSION OF PARTICIPANTS

(1) If a participant is prevented from attending, a replacement participant can be named at any time.

(2) In special cases, the Interstuhl Academy shall be entitled to exclude participants from participating, e.g. in the case of payment default, disruption to the event and the operating schedule, or endangering the other participants.

#### IV. WITHDRAWAL AND NON-ATTENDANCE

(1) Irrespective of the consumer's legal right to cancel, each participant can withdraw from booked events (even where these are binding), provided they withdraw no later than two weeks before the start of the event by contacting the Interstuhl Academy in writing | by letter | by fax | by e-mail. The date on which the declaration of withdrawal is received by the Interstuhl Academy shall prevail.

(2) In deviation from Paragraph 1, in the case of in-house training courses that take part at the customer's site, the withdrawal must be declared to the Interstuhl Academy in writing four weeks before the start of the event. The date on which the declaration of withdrawal is received by the Interstuhl Academy shall also prevail here.

(3) In the case of a timely withdrawal, any fee that has already been paid shall be reimbursed.

(4) In the case of a withdrawal that is not declared in good time, or complete or partial non-attendance of the enrolled person at the event, the participant shall still be obligated to pay the participation fee. However, the Interstuhl Academy must take into account what they save in expenses in this case. It is also possible to send replacement participants once the deadline for timely withdrawal has passed.

(5) In cases of late withdrawal and where the participation fee has already been paid, the participant shall receive a voucher for a comparable training course or comparable in-house training. This shall also apply for training participants who do not attend the seminar, regardless of whether they have already paid the participation fee or not. It is not possible to pay out the fee in cash.

#### V. LIABILITY

(1) The liability of the Interstuhl Academy, its representatives or vicarious agents for damages, particularly for such damage that is caused by accidents, damage, loss or theft, shall be excluded, provided that the damage is not the result of intentional or grossly negligent conduct on the part of the Interstuhl Academy, its representatives or vicarious agents. This shall not apply for damages that arise from injury to life, body or health that is the result of negligent breach of duty on the part of the Interstuhl Academy, its representatives or vicarious agents.

(2) Claims under the Produkthaftungsgesetz (German Product Liability Act) shall remain unaffected. Liability for significant contractual duties shall also remain excluded from the limitation of liability. However, in the case of a breach of significant contractual duties, claims for damages by the participant shall be

limited to compensation for contract-typical, foreseeable damage. The same limitations of liability shall apply for breaches of duty by the legal representatives, vicarious agents and agents of Interstuhl Academy.

#### VI. WORK EQUIPMENT AND COPYRIGHT

The work documents that are handed out are provided exclusively for the participants. As with the PowerPoint presentation, they are protected by copyright and must not – whether fully or in part – be duplicated or distributed without the written consent of the Interstuhl Academy. This shall also apply to the provision of training courses based on the training documents and/or training concept provided by the Academy. Images and audio recordings are expressly prohibited.

#### VII. SCOPE OF SERVICES

(1) The participation fees/fees that are specified in each case include the following, unless otherwise stated: Work documents | Snacks | Meals | Drinks | Certificate of participation | Speakers' fees. This applies for events in Tübingen.

(2) The costs of travelling to and from the event, as well as any overnight stays, are not included in the price.

#### VIII. PARTICIPATION FEES

(1) The specified participation fees do not include statutory value-added tax, unless otherwise agreed. The participation fees shall be due two weeks before the start of the event, but not before receipt of the invoice. The invoice may also be received once the event is over.

(2) Only attending parts of the event shall entitle the participant to a reduction in the fee.

#### IX. DATA PROTECTION

(1) The participants' data shall be saved for the purposes of processing, billing and advertising. Furthermore, the data shall be transferred to our parent company, which will use the data for advertising purposes. By participating in this course, the participant hereby agrees to their photograph being taken during the event and for this to be published online or in print for advertising purposes. The customer shall be informed in detail about the method, scope, location and purpose of recording, processing and using the personal data that is required for completing orders and about their right to object to the use of their anonymised usage profile for the purposes of advertising, market research and for the requirements-based design of the service (see "Conditions of use and privacy policy"). The participant shall expressly agree to their personal data being recorded, processed and used. Admission to the training

courses/events is not dependent on the granting of consent. The participant shall have the right to revoke their consent at any time with effect for the future. This revocation must be sent in writing (by letter | by fax | by e-mail) to the Interstuhl Academy, Brühlstr. 21, 72469 Meßstetten-Tübingen, Germany.

(2) Furthermore, this does not affect a participant's rights in accordance with the GDPR, in particular the claim for information about the processing, rectification, erasure, restriction of processing, objection to the processing of data, complaints to the data protection supervisory authority and data portability.

#### X. PLACE OF FULFILMENT, PLACE OF JURISDICTION AND APPLICABLE LAW

(1) The place of fulfilment for all mutual claims shall be Interstuhl Academy's headquarters in Tübingen.

(2) If the purchaser is a merchant, a legal entity under public law or a special fund under public law, the registered office of Interstuhl in Meßstetten-Tübingen shall be the exclusive place of jurisdiction for all disputes arising from this contract. In all other respects, the statutory regulations shall apply. German law shall apply.

#### XI. FINAL PROVISIONS

Should individual provisions of this contract with the customer, including the General Terms and Conditions, become entirely or partially invalid, this shall not affect the validity of the remaining provisions. The provision that is entirely or partially invalid will be replaced by a provision that meets the economic purposes of the ineffective provision as closely as possible.

AS AT: 01/2019

#### ENQUIRIES

Interested in what we have to offer?  
Then please feel free to contact us at:  
[www.interstuhl.com/akademie](http://www.interstuhl.com/akademie)

If you have any questions about the Interstuhl Academy, please contact:

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