

# General Terms and Conditions for trainings and courses by P. Wiedermayer - Quality Management, Consulting & Coaching

## 1. Scope of the GTC

- 1.1. The following General Terms and Conditions (GTC) apply to participation in courses organised by the provider.
- 1.2. For the purposes of these GTC, the terms "course" and "training" are to be understood as synonymous. Therefore, only the term "course" is used in the GTC, which includes all training programmes.
- 1.3. The GTC are based on Swiss law and apply in Switzerland and abroad, provided that the parties expressly or tacitly recognise them. Amendments and ancillary agreements are only effective if they are agreed in writing by both parties.
- 1.4. Should a provision of these GTC be or become invalid or contain a loophole, the legal validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a provision that comes as close as possible to the meaning of the invalid provision.

## 2. Registration, participation fees, payment conditions

- 2.1. Registration for a course is considered binding as soon as it is confirmed in writing (e-mail) by the provider.
- 2.2. The participation fees vary depending on the course and are noted in the course descriptions.
- 2.3. Unless otherwise agreed, payment of the full invoice amount must be credited to the provider's account no later than 1 day before the start of the course.
- 2.4. Public courses are exempt from VAT.

## 3. Realisation of the courses

- 3.1. A minimum number of participants is required for each course. If the number of participants is not reached, all participants will be informed at least 7 days in advance and all fees paid will be refunded in full. The provider reserves the right to cancel courses. In this case, all fees already paid will be refunded in full. The provider shall not be liable for any further expenses or other disadvantages incurred by the participants as a result of the cancellation.
- 3.2. The provider reserves the right to change the lecturers if necessary and to make changes to the programme and content.
- 3.3. The organiser is entitled not to hold course days on the scheduled dates and to offer alternative dates or to replace face-to-face events with virtual or hybrid events for organisational reasons (e.g. illness, accident or similar) or as a result of pandemics and epidemics.

## 4. Technical requirements for online courses

- 4.1. It is up to the participants to create the technical requirements necessary to participate in the courses. Participants are also responsible for the costs.
- 4.2. The organiser accepts no responsibility if participation in the course is not possible due to technical problems, and the fee is payable in full unless otherwise agreed.

## 5. Cancellation, postponement, cancellation by participants

- 5.1. In the event of being unable to attend, participants can cancel a booked course in writing (e-mail) up to 14 days before the start of the course without incurring any costs or rebook for another course date. Cancellations or postponements received by the organiser less than 14 days before the start of the course will be charged at 50%

of the course fee. In the event of cancellation at short notice (2 working days or less before the start of the course) and in the event of full or partial absence from the course, the course fee is due in full. It is possible to provide a substitute participant.

- 5.2. A cancellation/rebooking is only valid if it has been confirmed by the organiser by e-mail.

## 6. Liability

- 6.1. Information in the courses is provided by the organiser or the lecturers to the best of their knowledge and belief.
- 6.2. Liability for the success of the course and any other liability that is not based on intent or gross negligence is excluded.
- 6.3. Participants are solely responsible for using the information provided.
- 6.4. Course participants are responsible for the content of their personal contributions.

## 7. Confidentiality and data protection

- 7.1. The organiser undertakes to comply with the principles of data protection law, in particular not to pass on or sell data to third parties.
- 7.2. The organiser undertakes to process contact data only for the fulfilment of the contract or for the agreed purpose. In particular: course administration and realisation, as well as for marketing purposes in relation to other services of the provider. Participants can unsubscribe from the latter at any time.
- 7.3. The organiser may use images taken during the course for publications and internal training purposes. Participants may at any time request that images in which they appear be made unrecognisable.

## 8. Copyright

- 8.1. The participants and the organiser undertake to comply with the principles of copyright law.
- 8.2. The course materials handed out may not be reproduced or shared with third parties.
- 8.3. The organiser respects the copyright of the participants with regard to their contributions and other works in connection with the courses.

## 9. Place of jurisdiction

- 9.1. The place of jurisdiction for disputes arising from these GTC is the registered office of the organiser.