

General Business Conditions

Concerning service delivery in the domains of consulting, training, coaching, as well as the letting of rooms, and concerning the delivery of surveys, textbooks, and software articles – as of June 2020.

Preamble

die Berater® (from now on referred to as contractor) accepts orders exclusively according to these general business conditions. The following conditions are valid for all services performed by the contractor. Verbally agreed alterations and additions to this contract are only valid if they have been confirmed by the contractor in writing. Unless agreed otherwise, the business conditions of the customer/client do not apply either to legal transactions or to entire business relations. The contract to purchase and/or to offer services comes into effect when the customer/client sends a written confirmation (by fax, mail, or e-mail). Offers are generally not binding.

Registration for seminars and projects

Registration is carried out in the order of arrival. Registrations, book transfers, and cancellations are only accepted in writing (mail, fax, and e-mail). Each registration is considered binding.

Cancellation conditions

Open seminars:

In open seminars no cancellation fee has to be paid when cancellation is made not later than four weeks before the start date of the seminar. In case of a cancellation after four weeks before the start date of the seminar, 50 per cent of the participation fee is charged, and 100 per cent is charged one week before the start date. Cancellations must be in writing. Substitute participants can be named any time.

In-company seminars:

In case of a cancellation without substitution of in-company seminars four weeks before the start date, 40% is charged. From four to two weeks before the start date, 60% is charged, from two weeks to one week 80% and afterwards 100% of the price is charged. In case of postponement to another date, a 10% handling charge is added. In addition, in case of cancellation, possible third-party charges are charged.

German Courses for VWU:

Up to 14 calendar days before the course starts, a free deregistration upon presentation of deregistration of University and Austrian health insurance is possible. For later cancellation the free cancellation will forfeit, a refund of the course fee is not possible, it will be retained in its full amount (100%). Cancellations must be made in writing, accompanied by the required documents. Late cancellations (written or otherwise) will be met with the forfeiture of the full course fee. Course enrolment is not transferable under any circumstances.

Coaching:

Coaching appointments can be cancelled or postponed up to one day before the appointment. In case of cancellation at the same day or appointments that have not been cancelled, 100% is charged.

Seminar room rental:

No cancellation charge will be charged if cancellation is made no later than three weeks prior to the date of the seminar. In case of a cancellation after three weeks prior to the date of the seminar, 50 % of the participation fee is charged, and 100 % is charged starting from one week prior to the start date. If the seminar is postponed after three weeks prior to the date of the seminar, a 10% handling charge will be added; no cancellation charge will be charged if cancellation is made no later than three weeks prior to the date of the seminar.

Changes in our schedule

die Berater® declines all responsibility in case of misprints and mistakes in writing in promotional literature as well as on the Internet. Furthermore, die Berater® reserves the right to change the schedule due to organisational reasons. Whether an event actually takes place or not, depends on there being a minimum number of participants.

Delivery and/or service delivery

Unless agreed otherwise, delivery and/or service delivery are carried out at the expense of and at the risk of the contractor. Partial delivery is possible. Complaints due to damage in transit must be made by the customer to the carrier/forwarding company and the contractor as soon as possible after receiving the goods and not later than eight days thereafter. Storage measures and the costs incurred by reasons for which the customer is responsible are entirely at the expense of the customer and count as effected delivery. Objectively justified and appropriate alterations of the contractor's obligation of performance and delivery are considered to be fully approved by the customer. Place of delivery and payment is the contractor's business location, unless another place has been agreed upon by both parties.

Prices

The prices quoted are in Euros and include turnover tax. The calculation of the contractor's prices is based upon prices current on the day of delivery.

Payment

The invoice is submitted before delivery of trainings and projects. Orders which comprise several items entitle the contractor to submit an invoice upon delivery and/or service delivery of each item. The customer is not entitled to delay payment due to incomplete delivery, complaints, or guarantee /warranty claims. The payments due to the contractor first include compound interest, interest and additional expenses, legal costs resulting from a lawsuit, such as a lawyer's and a debt collection agency's costs, and then the money owed, starting with the oldest debt. In case of failure to pay on due date the contractor charges interest on arrears as in normal banking procedure. In case of failure to pay two installments (if part payment was agreed upon), the contractor is entitled to claim losses in advance and to bring forward the maturity date of acceptances.

Copyrights

All products supplied by the contractor are – in whatever way they are delivered – copyright die Berater®'s. It is not allowed to copy them without written permission, to duplicate them, to hand them on to a third party, or to publish them in any kind of media.

Expenses for reminders and debt collection

In case of failure to pay on the due date, the customer/client is obliged to refund any costs that the contractor has incurred prior to a lawsuit, such as lawyers' fees or expenses of debt collection agencies. If the contractor itself has issued reminders, the customer/client is obliged to pay an amount of €15 per reminder in addition to other interests and expenses. Moreover, any further damage, especially damage caused by higher interest on any contractor's credit accounts through failure to pay, has to be covered by the client/customer, regardless of who is responsible for the failure to pay on due date.

Warranty, guarantee, and liability

The contractor is obliged, under its guarantee or liability, to correct any faults of the subject matter of a contract that existed at the moment of handing it over within the six months following the delivery and/or service delivery, at his own choice, at the place of delivery, either through repair, exchange free of charge, or a credit note whilst taking back the faulty subject matter of contract. The customer must issue a written notice of defect without any delay and not later than 30 days following the delivery and/or service delivery. The contractor disclaims all liability for other legal consequences of any faults of the subject matter of a contract. A guarantee service exceeding the usual frame of a guarantee may be arranged, to which the general business conditions mentioned here apply. The contractor is only liable for damage if it is found guilty of gross negligence or was intentionally negligent. The contractor is not liable for any subsequent damage or financial damage, particularly if they are due to delay, impossibility of service delivery, a lost opportunity for profit, expected but unmade bargains, damage resulting from claims of a third party against the customer/client, indirect damage as well as damage to recorded data if legally permitted.

Counterbalancing

Balancing a counterclaim of the customer/client against claims of the contractor may not be carried out, unless this counterclaim has been ascertained judicially or accepted in writing by the contractor.

Force majeure and pandemic incidents

Force majeure or other unforeseen hindrances in the contractor's sphere release him/her from meeting the obligations agreed upon. Operational or traffic disturbances in the sphere of the customer/client count as force majeure as well and release the contractor from the service delivery for the duration of the hindrance. This does not result in any claims for reduced prices for the customer/client. If official orders and / or recommendations for the protection of health (in particular due to COVID 19 and similar viral diseases) do not allow our services to be carried out in the planned form, die Berater® reserves the right to change the service to an online service for the required duration at any time. In these cases, customers are responsible for procuring the necessary technical equipment and ensuring suitable communication channels for further participation. Withdrawal from the contract or price reduction are excluded with regard to the situation mentioned above and the change to online lessons.

Venue and applicable law

Should there be any law-suit, the competent court is the court nearest to the contractor's office. Austrian substantive law is in force. The applicability of UN purchasing law is not possible. For all lawsuits arising from a contract against a consumer, whose domicile, place of residence, or place of work is in Austria, the competent courts is one in whose circuit the consumer's domicile, place of residence, or place of work is located.

Final provisions

The provisions mentioned here are only valid if the consumer protection law does not provide different regulations. The customer/client has to report any changes of his/her address to the contractor immediately. To make the text more easily readable the terms used here have generally been expressed according to gender. All offers of service and delivery do not carry any gender bias and are equally addressed to ladies and gentlemen. The invalidity of an individual provision of these business conditions does not in any way effect the validity of other provisions.

To accept the General Business Conditions, please tick and return to us the completed form indicating place, date and signature.

☐ I hereby confirm that I read and accept the General Business Conditions.

place, date

name/ signature