

GTC

General Terms and Conditions of masVenta Business GmbH for public trainings

General

All services concerning our public training courses are subject to these "General terms and conditions for public trainings" of masVenta Business GmbH.

Registration and conclusion of contract

You can register via internet or also by telephone, in writing, via fax or e-mail by using our booking service. You will immediately receive confirmation of registration (date of conclusion of contract) and an invoice. As the number of participants is limited, we will consider the registrations in order of receipt. Your details will be electronically saved for internal purposes.

Some courses include the BABOK® Guide, which will be sent to you after the payment has been received.

Accommodation

A limited contingent of rooms is reserved in the hotels. For detailed information concerning the hotel please refer to your confirmation.

Course of event

Our courses last from 9.00 a.m. to 5.00 p.m. Following breaks are included: one coffee break in the morning, lunch, one coffee break in the afternoon. Each participant gets the materials in a handout-map with the complete content of a course.

Cancellations and right of revocation

You can revoke your registration up to fourteen working days free of charge. If you cancel your registration within seven working days prior to the beginning of the training (the first day of training is not included) or you fail to attend the training, 50% of the training fee is payable.

If you cancel your registration in less than 7 days prior to the beginning of the training or in case of no-show (without medical certificate) a cancellation fee of 100% of the training fee is payable.

However, this does, of course, not apply if you name a substitute participant. We reserve the right to cancel the training due to organisational reasons (e.g. if the minimum number of participants for the respective training is not reached or sudden absence due to illness of the instructor).

If we cancel the training, we will try to change your booking to another date and/or to another venue, provided you agree with this. Otherwise, we will refund your paid fees. Further claims are excluded.

However, please also take note of our guaranteed course dates on the internet. For these dates we can guarantee that the trainings will take place. In addition, a daily updated total list of these guaranteed course dates is available for you on the internet.

Fees

The fees for attending our public trainings are due 14 days prior to the beginning of the training. If you only attend our trainings temporarily, you are not entitled to a reduction of the training fee.

If you would like to book a large number of training days within 12 months, it is recommended to close a frame agreement. We are offering the following discounts on training fees:

- 5% from 25 k€
- 10% from 50 k€
- 15% from 70 k€

The discount will be refunded at the end of the year where the trainings took place.

Our discount regulations are final and not combinable with other special conditions which you receive from us or possibly from a third party (partner companies, organisations etc.).

Trainings on our business premises include beverages, snacks and in some cases lunch.

Subject to alterations

Our range of trainings is constantly updated. You will find all information daily updated in our online training schedule. We reserve the right to make necessary adaptations or changes in regard to content and methods of our trainings, as far as they do not essentially alter the overall nature of the respective training. We reserve the right to alter dates and venues within the scope of organisational changes.

Please note

With the publication of a new catalogue all previous programmes to the same topics become invalid.

Copyright

We reserve all rights, also those regarding the translation, the reprinting and the reproduction of training materials or parts thereof. It is not permitted to reproduce, process, copy, distribute or publish any parts of training materials in any form – not even excerpts – in particular by using electronic systems without our written approval – not even for purposes of training design.

Copyright and trademark rights

Software is used in the trainings of masVenta Business GmbH which is protected by copyright and trademark right. This software may neither be copied nor processed in any other machine-readable form and may not be removed from the training room.

Liability

The lessons and exercises of our trainings are designed in such a way that an attentive participant is able to achieve the training's goals. However, we are not responsible for training course success.

We are not liable for damage which can result from viruses on copied data media. This applies also to public domain software.

Data media brought along by participants may, in principle, not be copied on our computers. Should damage be caused by violation, we reserve the right to claim damages.

Claim for damages can only be acknowledged by us if there is proof of intent or gross negligence. In case of gross negligence and in absence of a condition for which we have provided a guarantee, our liability is limited to foreseeable damage which should have been avoided through the breach of duty or the guarantee. The above-mentioned limitation of liability does not apply to liability for personal injuries and to liability according to the product liability law. We reserve the right to object to contributory negligence.

All claims for damages or compensation of wasted expenditure become time-barred within a year in case of contractual as well as non-contractual liability, except in cases of intent or personal injuries, after knowledge of the basis for claim. The statutory limitation arises two years after the accrual of reason of claim.

Registered trademarks

We cannot take any responsibility for the fact that the mentioned products, procedures or other names are free of property rights of third parties.

Other

For the contractual relationship and its implementation the law of the Republic of Germany is solely applicable.

This choice of law applies also to consumer contracts, as long as it does not conflict with article 29 of the Introductory Law of the German Civil Code (Art. 29 EGBGB).

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