

## Terms of Service for Personnel Development Training and Coaching

Terms of Service for the participation in seminars, trainings, workshops, in-house trainings, coachings etc. (hereinafter referred to as events) of Wortland.

### I. General Provisions

**1. Scope of application of the general terms and conditions:** The offer of events by Wortland is directed at entrepreneurs in the sense of § 14 BGB (German Civil Code). The regulations in the registration form (e.g. printed brochure or online at [www.wortland.com](http://www.wortland.com)) as well as the following general terms and conditions apply to contracts for participation in events offered by Wortland. A contract for participation in events organized by Wortland is only concluded after Wortland has confirmed the registration to the participant in writing. Changes and/or additions to the contract must be made in writing. Verbal agreements are only valid if confirmed in writing by Wortland. The same applies to this written form clause.

### II. Special Clauses for Special Events and Special Conditions

#### 1. Cancellation

For the following types of events, the following special conditions apply in addition to the general conditions listed above.

**a. Events** can be cancelled up to 4 weeks before the selected date for a fee of 200 €. Cancellations up to 2 weeks before the start of the seminar are subject to a 50% cancellation fee, thereafter the full participation fee. Cancellation fees of third party service providers - in particular for travel tickets or hotel accommodation - will be passed on in the amount in which they are incurred. If a training is postponed due to force majeure, illness, accident or any other prevention of the instructor for which Wortland is not responsible, an alternative date will be set in consultation or a substitute instructor with the same qualifications will be provided. A substitute participant from the same company can be provided for a processing fee of 50 €.

**b. Series of events:** In the case of a series of events, the booking consists of several modules or events which are booked in combination. In this case, individual modules or events can only be cancelled in individual cases.

**c. Event discount** In the event that the customer (company) has been granted a quantity discount as an event discount - i.e. the participation of one person of this customer (company) in several events - the following special regulation shall apply: For each individually cancelled event, item 2a) above shall apply in each case. For the calculation of the remaining events, the quantity discount does not apply in total. The full participation fee will be charged for each remaining event.

Deadline and form to meet the deadline: cancellations must be received in writing by mail or e-mail.

**2. Prices and fees:** The prices and fees quoted (including cancellation fees) are net prices. In addition, the statutory value-added tax is due in each case.

**3. Cancellation of events:** Wortland is entitled to cancel an event for economic or organizational reasons. In this case Wortland will refund the participation fees already paid. No further claims can be derived from this, unless otherwise stated in No. 4. Any cancellation or rebooking fees for means of transport booked by the participant or accommodation costs will not be reimbursed by Wortland. We would like to point out that it is possible to book cancellation-free business rates with the transport companies (DB and airlines) or to take out seminar cancellation insurance.

**4. Liability:** Insofar as it does not concern essential obligations from the contractual relationship, Wortland is only liable for itself and its freelancers and speakers for damages that are demonstrably based on an intentional or grossly negligent breach of duty within the scope of the contractual relationship and are still within the scope of the foreseeable as typical damages. Should events due to force majeure lead to a delayed start of the event or to the complete cancellation of an event, no liability will be assumed either. Wortland assumes no liability for consequential damages based on possible incorrect and/or incomplete content of the lectures and/or event documents.

**5. Changes to the course of the event:** Wortland reserves the right to replace or cancel individual lectures of an event, provided this does not affect the overall character of the event.

**6. Refusal of registration:** Wortland is entitled to refuse registration for an event without giving reasons.

**7. Use of event documents:** Presentations and event documents are under the protection of copyright law. Rights of use are only transferred by express written granting of rights of use. Participants are prohibited from copying licensed and other training material of Wortland and its trainers and from forwarding them online or offline company-wide or to other third parties. Licensed materials are data processing programs and/or licensed data stocks (databases) in machine-readable form, including the associated documentation.

**8. Partial Invalidity:** Should a clause in these terms and conditions or a clause within the scope of any other agreement be invalid, this shall not affect the validity of all other clauses and agreements.

### **III. Final Provisions**

As far as a contract with an entrepreneur (§ 14 BGB) is concluded

- a) the place of jurisdiction is Munich
- b) the applicable law: German law.

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**Wortland | Because clear communication is inspiring.**

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