

Terms and conditions



General terms and conditions regarding the attendance at conferences, symposia, seminars and trainings as well as other services, e.g. in-house events, Online FORUMs, etc. (hereinafter called events) of the FORUM Institut für Management GmbH (hereinafter called "FORUM Institut").

I. General provisions

1. Scope

The regulations stated in the application form (e.g. in printed brochures or online at www.forum-institut.de) apply to the contracts regarding the attendance at FORUM Institut events as well as the following contract conditions.

An agreement regarding the attendance at FORUM Institut events is only valid after FORUM Institut has confirmed the participant's application in writing. All contract modifications or amendments must be made in writing.

Verbal agreements are only binding if FORUM Institut confirms them in writing. The same applies to this clause.

2. Registration cancellation by the participant

a) General

It is possible to cancel the attendance two weeks prior to the respective event for an administrative fee of € 50.00. For cancellations up to one week prior to the respective event, half of the attendance fee will be charged; for less than one week the whole attendance fee must be paid unless another participant from the same company is provided. A change of participants will be handled in the same manner as cancellations according to clause 1.

b) Cancellation in case of a discount agreement

If the participant has been granted a discount by FORUM Institut, said discount will only apply to the performance of the contract. Should the participant cancel an event, the cancellation fee will be calculated according to the full event participation fee.

aa) Participant discounts

If the client (company) has been granted a group discount – i.e., based on the attendance of several participants at the same event – the following special regulation applies: for each respective individually canceled participant, section 2a) above applies. For the calculation of the remaining attendance fee, the group discount no longer applies; the full attendance fee will be charged for all remaining participants.

bb) Event discounts

If the client (company) has been granted a bulk discount in terms of a discount on the events – i.e., based on the attendance of one person at several events – the following special regulation applies: for each respective individually canceled event, section 2a) above applies. For the calculation of the remaining attendance fee, the bulk discount no longer applies; the full attendance fee will be charged for each remaining event.

c) Deadline and form of cancellation

In order to keep the deadline, cancellations have to be submitted per mail, e-mail or fax, to the attention of the registration department (Abteilung Registrierung).

3. Prices and fees

The prices and fees stated (including the cancellation fees) are net prices; applicable VAT must also be paid.

4. Cancellation of events

FORUM Institut may cancel an event due to commercial or organizational reasons. In this case, FORUM Institut will refund all attendance fees which already have been paid. No additional remuneration can be claimed due to the cancellation unless as provided for under section 5 below. FORUM Institut will not refund any additional charges arising from the participant having to cancel or rebook transportation or accommodation which he or she arranged.

We would like to point out the possibility of booking business rates with transport companies such as DB or airlines that can be canceled free of charge, or of taking out a seminar cancellation expenses insurance.

5. Liability

If essential responsibilities discussed in the contractual agreement are not involved, FORUM Institut (both directly and for its vicarious agents) only assumes liability for damages which can be established as resulting from an intentional or grossly negligent breach of duty within the framework of the contractual agreement, and which are typical damages lying within the realm of the predictable. Should an event be postponed or cancelled due to force majeure, FORUM Institut assumes no liability.

FORUM Institut does not assume liability for consequential damages resulting from possibly erroneous and/or incomplete contents of presentations and/or event documentation.

6. Changes to the event schedule

FORUM Institut reserves the right to replace or remove individual presentations, provided such changes do not influence the overall character of the event.

7. Registration rejections

FORUM Institut reserves the right to reject registrations for an event and is under no obligation to provide an explanation for this decision.

8. Use of event documentation

Presentations and event documentation are protected by copyright law. Rights to their use may only be transferred through express written consent.

Participants are not permitted to copy license materials distributed for informational, educational or training purposes. License materials are computer programs and/or other licensed data (or databases) in machine-readable form, and their accompanying documentation.

9. Filming and photography rights

Event participants grant the event organizer the permission to create, record, copy, distribute, allow to be distributed, or use in audiovisual media images, audio and/or video recordings in which/on which they appear, and which extend beyond the simple recording of an event. This consent applies to all conventional and future media, and is granted irrevocably and without commercial or other recompense.

II. Provisions for special events and conditions

For the following event types, in addition to the general provisions listed above, the respective special provisions also apply.

1. Training programmes

The participation in a training programme can be cancelled up to five weeks prior to its start, provided a cancellation fee of 2 % of the participation fee is paid. After this point in time, the following schedule of fees applies:

- Up to 3 weeks prior to the programme start: 15 %
- Up to 2 weeks prior to the programme start: 50 %
- Up to 1 week prior to the programme start: 80 %
- If cancellations are made less than one week prior to the programme start, or a participant fails to attend the programme: 100%

The normal full participation fee serves as the basis for the cancellation fee, provided it does not exceed the amount invoiced to the participant for the programme in question.

2. Online FORUMs

Memberships in an Online FORUM are concluded on a yearly basis. The annual membership fee is to be paid in advance. Memberships are automatically renewed for a further year unless we receive a written cancellation 6 weeks before their scheduled end; after this date, the fee must be paid in full. Should the Online FORUM be ended by FORUM Institut before a respective year is complete, the monthly fees will be paid back proportionately.

3. In-house training

In-house training programs can be cancelled up to 8 weeks before the scheduled date, provided a cancellation fee of € 500.00. For cancellations up to 4 weeks before the scheduled start, 50% of the participation fee must be paid; after this date, the fee must be paid in full.

Cancellation fees concerning speakers from third-party service providers – especially those for travel costs or hotel accommodation – will be passed on in full to said service providers. Should an in-house training program be postponed due to force majeure, as a result of illness, an accident or other injury, or due to any other hindrance of a speaker for which FORUM Institut is not responsible, a make-up date will be scheduled or an equally qualified substitute speaker will be provided, in consultation with the client.

4. Event series

In the case of a series of events, several modules or events are all booked together and in combination. Here, individual modules or events cannot be cancelled separately. The entire booking can be cancelled up to 4 weeks before the first scheduled date, provided a cancellation fee of 3 % of the entire participation fee is paid. In all other cases, the provision under section I Nr. 2, sentence 2 applies.

Participants can, with the permission of FORUM Institut, change their module bookings up to 4 weeks before the first scheduled date at no additional charge.

5. Events including hotel accommodation

If an event is offered by FORUM Institut including hotel accommodation in a package price, it can be cancelled up to 60 days before the scheduled start, provided an administrative fee of 8 % of the participation fee is paid. After this point in time, the cancellation fee is 20 % of the participation fee up to 45 days before the start, 30 % up to 30 days, 40 % up to 16 days, 60 % up to 8 days, and thereafter 90 %. If participants do not attend, or if their cancellation is received on the day before the service is scheduled to be performed or later, the participation fee must be paid in full.

If a participant has booked additional overnight stays or a double room in a hotel, the cancellation policy of the respective hotel applies. If the event is cancelled by the participant or by the event organizer, the participant must personally attend to the cancellation of his or her booking.

III. Closing provisions

The place of jurisdiction is Heidelberg, Germany, provided a contract has been concluded with a company (Cf. § 14 of the German Civil Code (BGB)).

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Contact:

FORUM • Institut für Management GmbH
Vangerowstraße 18 • 69115 Heidelberg • Germany
Postfach 10 50 60 • 69040 Heidelberg • Germany
Tel. +49 62 21/500 500
Fax +49 62 21/500 505
info@forum-institut.de
www.forum-institut.de
www.forum-institut.com