



# Our terms and conditions

General terms and conditions regarding attendance at conferences, symposia, seminars and courses 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. Contracting parties

FORUM Institut offers are aimed exclusively at enterprises and businesspeople. Consumers in the legal sense may not be a contracting party and are required to disclose their role as a consumer upon registration. If no such disclosure is made and FORUM Institut therefore cannot recognize the role of a consumer as such, the contracting party will be treated as a businessperson. In order to be valid, consumer contracts and registrations require FORUM Institut's express written agreement that the consumer may act as a contracting party/register.

### 2. Scope

The provisions set forth on the registration form (e.g. in printed brochures or online at [www.forum-institut.com](http://www.forum-institut.com)) and the following contract conditions apply to all contracts regarding attendance at FORUM Institut events. An agreement regarding 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.

### 3. Registration cancellation by the participant

#### a) General

It is possible to cancel registration two weeks prior to the respective event for an administrative fee of 50 €. For cancellations made up to one week prior to the respective event, half of the total attendance fee will be charged; for cancellations received less than one week in advance, the attendance fee must be paid in full unless another participant from the same company is provided. A change of participants will be handled in the same manner as described in Sentence 1.

#### b) Cancellation in the 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 individually cancelled participant, the regulations in section 3a) above apply. The group discount no longer applies for the calculation of the remaining attendance fee; the full attendance fee will be charged for all remaining participants.

**bb) Event discounts**

If the client (company) has been granted a bulk discount, i.e., based on the attendance of one person at several events, the following special regulation applies: for each individually cancelled event, the regulations in section 3a) above apply. The bulk discount no longer applies for the calculation of the remaining attendance fee; the full attendance fee will be charged for each remaining event.

**c) Cancellation deadline and form**

In order to adhere to the deadline, cancellations must be submitted per mail, email or fax to the attention of the registration department.

**4. Prices and fees**

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

**5. Event cancellation**

FORUM Institut reserves the right to cancel an event due to commercial or organizational reasons. In such cases, FORUM Institut will refund all attendance fees that have already been paid. No additional reimbursement may be claimed due to the cancellation unless otherwise provided for under Section 5 below. FORUM Institut will not refund any additional charges incurred from the participant having to cancel or rebook transportation or accommodation that he or she arranged.

We would like to point out the possibility of booking business rates with transport companies, such as railway companies or airlines, which can be cancelled free of charge or the option of taking out event cancellation insurance.

**6. Liability**

As long as it does not concern essential responsibilities as outlined in the contractual agreement, 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 may be defined as typically

foreseeable damages. Should an event be postponed or cancelled due to force majeure, FORUM Institut assumes no liability. FORUM Institut does not assume liability for damages resulting from possibly erroneous and/or incomplete contents of presentations and/or event documentation.

### **7. Changes to the event schedule**

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

### **8. Registration rejections**

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

### **9. Use of event documentation**

All presentations and event documentation are protected by copyright law. Rights to their use may only be transferred through express written consent. Should participants be provided with documentation for download, the right to use is restricted to the participant. The participant is allowed to save the files on his or her desktop and mobile devices as often as desired, as long as they ensure they are the only person with access to the files. Disclosure of access data is prohibited. Participants are not permitted to copy licensed materials distributed for informational, educational or training purposes. Licensed materials include computer programs and/or other licensed data (or databases) in machine-readable form, as well as their accompanying documentation.

### **10. Film and photography rights**

Event participants grant the event organizer the permission to create, record, copy, distribute, allow to be distributed, or otherwise use all audio-visual 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**

In addition to the general provisions listed above, the respective special provisions also apply for the following events:

### **1. Training programmes**

Participation in a training programme can be cancelled up to five weeks prior

to its begin for a cancellation fee amounting to 2 % of the participation fee. After this point in time, the following schedule of fees applies:

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

The regular 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. In-house training**

In-house training programmes can be cancelled up to 8 weeks before the scheduled date for a cancellation fee of 500 €. 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 for third-party service providers, especially those for travel costs or hotel accommodation, will be passed on to the participant in full.

Should an in-house training programme be postponed due to force majeure, as a result of illness, an accident or other injury, or due to any other speaker hindrance for which FORUM Institut is not responsible, a make-up date will be scheduled or an equally qualified substitute speaker will be provided after consulting with the client.

## **3. Event series**

An event series is when a combination of several modules or events is booked together. In such cases, individual modules or events cannot be cancelled separately. The entire booking can be cancelled up to 4 weeks before the first scheduled date for a cancellation fee amounting to 3 % of the entire participation fee. In all other cases, the provision under Section I, No. 3, 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.

## **4. Events including hotel accommodation**

If an event offered by FORUM Institut includes hotel accommodation in the package price, it can be cancelled up to 60 days before the scheduled start for an administrative fee amounting to 8 % of the participation fee. After this point, a cancellation fee of 20 % of the participation fee applies for cancellations received up to 45 days before the start, or 30 %, 40 %, 60% or 90% for cancellations received up to 30, 16, 8 or less than 8 days, respectively. If participants do not attend, or if their cancellation is received within 24 hours of the scheduled event, 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 participant or the event organizer cancels the event, the participant must personally attend to the cancellation of his or her booking.

### **III. Closing provisions**

1. The court of jurisdiction is Heidelberg, Germany, and the applicable law is German law provided a contract has been concluded with a company pursuant to section 14 of the German Civil Code (BGB).

2. The present general terms and conditions shall be governed exclusively by German law and excludes the UN Convention on the International Sale of Goods.

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