

**General terms and conditions (GT&C) for contracts and agreements  
relating to participation in events and seminars  
of the Europäische Akademie Otzenhausen gGmbH  
(valid 03/2019)**

## **1. Scope/General**

- 1.1 These general terms and conditions shall apply to all contracts and agreements relating to participation in events and seminars as well as all associated deliveries and services rendered by the **Europäische Akademie Otzenhausen gGmbH, Pestelstraße 2, 66119 Saarbrücken** (hereinafter referred to as: "EAO") with the CONTRACTING PARTY (hereinafter referred to as: CONTRACTING PARTY).
- 1.2 These GT&C contain special provisions for CONTRACTING PARTIES that constitute entrepreneurs within the meaning of Section 14 BGB (German Civil Code) (hereinafter referred to as: ENTREPRENEURS). Such special provisions for legal transactions are indicated by specific reference to ENTREPRENEURS and do not apply to transactions with consumers within the meaning of Section 13 BGB.
- 1.3 General terms and conditions of business of the CONTRACTING PARTY which deviate from these terms and conditions shall not be recognized by the EAO unless the EAO has expressly agreed to their validity in writing.

## **2. Conclusion of the contract, contracting parties, contract text storage**

- 2.1 All contracts are concluded with the Europäische Akademie Otzenhausen gGmbH, Pestelstraße 2, 66119 Saarbrücken.
- 2.2 The contract becomes effective when the CONTRACTING PARTY's request is accepted by the EAO in writing or through execution of contract by the EAO.
- 2.3 To comply with the written form requirement, transmission by telefax or email is sufficient.
- 2.4 The contract underlying these GT&C shall be made available in the contractual languages German, English and French. The EAO shall be responsible for making the contract available in the respective language.

## **3. Right of withdrawal**

- 3.1 Pursuant to Section 312 g (2) Sentence 1 No. 9 BGB, the right of withdrawal does not exist for contracts for the provision of services in the fields of accommodation other than for residential purposes, deliveries of food and beverages and contracts for provision of other services related to leisure activities, if the contract provides for a specific date or period of performance.
- 3.2 Pursuant to Section 356 (4) BGB, in the case of a contract for the provision of services the statutory right of withdrawal expires in those cases in which the ENTREPRENEUR has completely provided the service and began with the performance of the service only after the consumer had given his/her express consent thereto and concurrently acknowledged that he/she would lose the right of withdrawal from the contract once the ENTREPRENEUR has fully performed the contract.

#### **4. Services, fees, payment, set-off**

- 4.1 The EAO is obliged to render the services and deliveries ordered by and agreed upon with the CONTRACTING PARTY, such as the organisation of the event or the seminar and the provision of accommodation and catering during the event or the seminar. The contractual services and deliveries shall be provided at the date, place and terms stipulated.
- 4.2 The seminars take place as a matter of principle at the EAO's premises in Europahausstraße 35 in 66620 Nonnweiler. The EAO reserves the right after previously informing the CONTRACTING PARTY to partially outsource seminars to other event venues of equivalent standard or category for reasons relating to occupancy and/or capacity.
- 4.3 For nearly all activities that it plans, designs and organizes under its own educational responsibility, the EAO is obliged to apply to public (federal, state, international) and third bodies for funding for its services in order to ensure implementation of the programmes. Consequently, consideration must be given to the requirements of the respective applicable funding bodies concerning the use of such funding.
- 4.4 The CONTRACTING PARTY is obliged to pay the EAO the agreed or valid fees for these and any other services and deliveries rendered. This shall also apply to services initiated by the CONTRACTING PARTY and to expenses paid to third parties by the EAO.
- 4.5 The CONTRACTING PARTY shall be responsible for ensuring that the respective seminar participants and/or in the case of group bookings accompanying persons are informed prior to commencing the journey of the content of these general terms and conditions and their obligations hereunder.
- 4.6 All payments shall be made in EUROS. The relevant official exchange rate against the currency used by the CONTRACTING PARTY valid on the date of concluding the contract shall apply. The EAO shall not bear any charges and expenses levied on the exchange of currencies.
- 4.7 The EAO accepts the following methods of payment: invoice, cash, EC card (e-cash) and credit card.
  - In the event of payment by invoice, the total agreed amount is payable (without any deductions) immediately, however no later than 10 days after the invoice date.
  - Cash payments must be made in the agreed full amount at the Academy by the end of the event.
  - For payments by EC card (e-cash, Maestro), the CONTRACTING PARTY's electronic chip and PIN-based bank card is read with the aid of a card reader (chip reader). The CONTRACTING PARTY then has to enter his/her PIN number and by so doing confirm payment to the EAO. In some cases, via electronic data interchange a plausibility check is carried out through a communication link with the CONTRACTING PARTY's bank to ensure that the payment card has not been blacklisted and the transaction amount is within the transaction limit. This is then confirmed on the card reader by notification that the payment was successful. The payment amount is debited to the corresponding bank account of the CONTRACTING PARTY.
  - Where payment is effected by credit card, by disclosing his/her credit card details, the CONTRACTING PARTY grants authorization to debit the full invoice amount, including all shipping and handling costs, when it falls due via the respective credit card company. In such cases, the debit is initiated with the reservation confirmation. The EAO accepts the following credit cards: American Express, Visa, Mastercard.
- 4.8 The EAO reserves the right to also accept other methods of payment.
- 4.9 Upon conclusion of the contract or thereafter, the EAO is entitled to request that the CONTRACTING PARTY make an appropriate advance payment or security deposit. The respective amount of the advance payment or security deposit and dates of payment are set out in writing in the contract underlying these GT&Cs.
- 4.10 CONTRACTING PARTIES that are ENTREPRENEURS within the meaning of Section 14 BGB shall only be entitled to assert set-off rights against any claims if their counterclaims are legally enforceable, undisputed or recognized by the EAO, or if the outstanding amounts due are based on the same legal relationship. The exclusion of the right to set-off does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.

## **5. Withdrawal of the EAO**

- 5.1 If a date has been set in writing between the EAO and the CONTRACTING PARTY for withdrawal from the contract, both the EAO and the CONTRACTING PARTY may withdraw from the contract during this period up to the given deadline. In this case the CONTRACTING PARTY can withdraw from the contract without incurring payment or loss compensation claims from the EAO. The CONTRACTING PARTY's right of withdrawal expires if the CONTRACTING PARTY does not exercise the right of withdrawal in writing vis-à-vis the EAO by the agreed date. This does not apply if the withdrawal is subject to general statutory regulations. The right of withdrawal on the part of the EAO shall only apply if other CONTRACTING PARTIES wish to use the contractually reserved seminar or event places and upon enquiry by the EAO the CONTRACTING PARTY is not willing to relinquish its right of withdrawal from the contract.
- 5.2 An advance payment or security deposit individually agreed upon or demanded pursuant to Subsection 4.9 that has not been made even after expiry of the deadline shall also entitle the EAO to withdraw from the contract.
- 5.3 The EAO shall also be entitled to withdraw from the contract extraordinarily for an objectively justifiable reason, for example if:
  - force majeure or other circumstances beyond the control of the EAO render fulfilment of the contract impossible;
  - after the booking the CONTRACTING PARTY deviates from the substantive facts of the contract which make it impossible for the EAO to comply with funding requirements pursuant to Subsection 3.3;
  - events are booked on the basis of misleading or incorrect statements regarding material facts, for example regarding the CONTRACTING PARTY or the purpose of the stay or the event;
  - the EAO has reasonable grounds to assume that the event may jeopardize the smooth operation, safety or public reputation of the EAO, without being attributable to the EAO's sphere of control or organization;
- 5.4 In the event of justified withdrawal from the contract by the EAO, the CONTRACTING PARTY shall have no right to compensation for damages.

## **6. Room provision, check-in, check-out; performance of services**

- 6.1 Performance of the contractual service takes place on the agreed date.
- 6.2 The CONTRACTING PARTY does not acquire any entitlement vis-à-vis the EAO to the provision of specific rooms.
- 6.3 Reserved rooms are available for occupation by the CONTRACTING PARTY from 2 pm on the agreed date of arrival. The CONTRACTING PARTY shall not be entitled to an earlier provision.
- 6.4 On the EAO's premises, wireless Internet access (WLAN b/g standard; WPA encryption) is available to CONTRACTING PARTIES free of charge. The CONTRACTING PARTY also has access free of charge to an Internet point. The guidelines and operating instructions for using the Internet point are available there. CONTRACTING PARTIES are forbidden from downloading copyrighted or unlawful files from the Internet.
- 6.5 On the agreed day of departure CONTRACTING PARTIES must vacate their rooms by 9 am.
- 6.6 After vacation of the rooms a final check is performed by the EAO and the relevant accompanying persons in the case of group bookings. Damage or dirt not resulting from normal usage appropriate to the circumstances is recorded in writing and documented with photos and charged to the CONTRACTING PARTY. The records shall be signed by the perpetrators and/or accompanying persons in this case.

## **7. Changes to the number of participants and the timing of the event**

- 7.1 The CONTRACTING PARTY shall notify the EAO as soon as possible, but not later than 1 week prior to the start of the event, of any change to the number of participants. Any such change requires the written agreement of the EAO. In the absence of any notification on the part of the CONTRACTING PARTY or in the event that the EAO does not agree to the change, the EAO shall have an extraordinary right to withdraw from the contract.
- 7.2 In the case of a reduction in the number of participants due to illness, the CONTRACTING PARTY shall be obliged to provide a medical certificate.
- 7.3 A reduction in the number of participants by the CONTRACTING PARTY will be reflected in the EAO's invoice.
- 7.4 Failure on the part of the CONTRACTING PARTY to notify the EAO of a reduction in the number of participants at the latest 1 week prior to the start of the event or failure to provide a medical certificate in the event of an illness-related reduction in the number of participants shall entitle the EAO to charge a cancellation fee amounting to 50% of the agreed daily rate per person.  
In the event of an increase in the number of participants, invoicing shall be based on the actual number of participants.

## **8. Warranty / liability for defects / notice of defects**

- 8.1 The rights of the CONTRACTING PARTY in the event of defects are governed by the statutory provisions.
- 8.2 Warranty claims by ENTREPRENEURS who are merchants within the meaning of the HGB (German Commercial Code) assume that they have duly met their obligation pursuant to Section 377 HGB to examine goods received and give notice in writing of any defects discovered within 14 calendar days of receipt of the goods. This obligation to give notice does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.
- 8.3 The limitation period for claims for defects for ENTREPRENEURS is 12 months, calculated from the time of transfer of risk to the ENTREPRENEUR. This reduction of the warranty obligation does not apply to CONTRACTING PARTIES that are consumers within the meaning of Section 13 BGB.

## **9. Liability of the EAO**

- 9.1 Outside the scope of warranty law, the rights of the CONTRACTING PARTY to claim compensation for losses or reimbursement of unnecessary expenses against the EAO are based on these provisions without having regard to the legal nature of the asserted claim.
- 9.2 Liability of the CONTRACTING PARTY – regardless of the legal grounds – is excluded, unless the damage was caused by wilful intent and/or gross negligence on the part of the CONTRACTING PARTY, its employees, its legal representatives or its vicarious agents. To the extent that the liability of the CONTRACTING PARTY is excluded or limited, this shall also apply to the personal liability of employees, representatives or vicarious agents of the CONTRACTING PARTY. The liability of the CONTRACTING PARTY under the German Product Liability Act shall remain unaffected (Section 14 ProdHG).
- 9.3 For losses relating to injury to life, limb or health due to intentional, grossly negligent or negligent breach of duty by the CONTRACTING PARTY or a legal representative or vicarious agent of the CONTRACTING PARTY, the CONTRACTING PARTY shall be liable under statutory provisions.
- 9.4 In the event that the CONTRACTING PARTY has violated a fundamental contractual obligation through simple negligence, i.e. an obligation which is material for the fulfilment of the purpose of the contract (material obligation or cardinal obligation), liability is limited to the typically foreseeable loss, i.e. damage which might typically be expected to occur in contracts of this type. A material contractual or cardinal obligation in the aforementioned sense is an obligation whose fulfilment is essential for the proper execution of the contract and on the fulfilment of which the CONTRACTING PARTY regularly relies and may be expected to rely.

## **10. Bringing along food and beverages**

The CONTRACTING PARTY is as a matter of principle not permitted to bring its own food or beverages to events and seminars. Any exceptions to this provision are subject to separate written agreement of the EAO.

## **11. Technical equipment and connections**

- 11.1 Use by the CONTRACTING PARTY of its own electrical equipment and appliances using the EAO's power supply is subject to the latter's consent. The CONTRACTING PARTY shall be liable for any malfunction or damage to the EAO's technical systems through the use of this equipment, unless the damage is within the EAO's responsibility. The EAO may calculate and charge a fixed sum for electricity costs incurred through the use of such equipment.
- 11.2 Subject to the consent of the EAO, the CONTRACTING PARTY is entitled to use its own telephone, fax and data transmission equipment. The EAO may make an appropriate charge for this to cover its costs.
- 11.3 Any disruption or damage to the technical or other facilities provided by the EAO shall, wherever possible, be rectified by the EAO immediately. Unless the EAO is responsible for such malfunctions, the CONTRACTING PARTY shall not be entitled to retain or reduce contractually agreed payments. Vis-à-vis ENTREPRENEURS, this fault shall be limited to wilful intent and gross negligence.

## **12. Loss or damage to items brought onto the premises**

Any exhibition equipment and other items, including personal belongings, are brought into the event rooms or the EAO's premises at the CONTRACTING PARTY's own risk. The EAO shall not accept any liability for loss, destruction or damage. This shall also apply to financial loss, except in cases of gross negligence or intent on the part of the EAO. Excluded from this provision are losses relating to injury to life, limb or health where the EAO can be held responsible for the breach of duty. Also excluded from this liability disclaimer are all individual cases in which safe custody represents a contractually typical obligation.

## **13. General obligations of the CONTRACTING PARTY**

- 13.1 The CONTRACTING PARTY shall ensure that all participants are at least 16 years of age at the start of the event.
- 13.2 The CONTRACTING PARTY shall ensure that the participant list with family name, first name, address, date of birth, nationality, gender and email address is submitted no later than three weeks prior to the start of the event.
- 13.3 The CONTRACTING PARTY shall ensure that the group has travelled to the venue for the agreed starting date of the event and does not depart ahead of the agreed end of the event.
- 13.4 The accompanying persons shall have a precautionary and practising supervisory duty during the group's stay at the EAO and on programme-related excursions.
- 13.5 The CONTRACTING PARTY shall ensure that the participants have adequate insurance cover against accidents, illness and damage claims for the duration of the event and their stay at the EAO.
- 13.6 The CONTRACTING PARTY shall ensure that the persons accompanying the group are informed about the contents of this agreement and their obligations prior to the start of the trip.

## **14. Liability of the CONTRACTING PARTY for damage**

- 14.1 The CONTRACTING PARTY shall be liable for any damage to buildings, fixtures and fittings caused by participants or visitors to the event, employees, other associated third parties or the CONTRACTING PARTY itself.
- 14.2 The EAO may request that the CONTRACTING PARTY provide appropriate securities.

## **15. Data storage and data protection**

The data protection provisions of the privacy statement valid at the time of conclusion of the contract underlying these GT&C, which can be viewed on the EAO website via the hyperlink <http://www.eao-otzenhausen.de>, shall apply.

## **16. Academy rules**

Supplementary to these general terms and conditions, the house rules of the Europäische Akademie Otzenhausen gGmbH shall apply. These are attached to the written booking or reservation confirmation or can be viewed at the premises or on the website of the EAO.

## **17. Final provisions**

- 17.1 The laws of the Federal Republic of Germany shall apply with the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 17.2 Amendments or supplements to the contract, acceptance of the booking request or these terms and conditions require the written form. Unilateral amendments or supplements made by the CONTRACTING PARTY are null and void.
- 17.3 Place of fulfilment and payment for all services is the registered domicile of the EAO in Saarbrücken.
- 17.4 In the case of consumers who do not enter into the contract for professional or commercial purposes, this choice of law shall apply only insofar as the granted protection is not deprived due to obligatory provision of the country where the consumer has his or her habitual abode.
- 17.5 If the CONTRACTING PARTY is a merchant, legal entity under public law or special fund under public law, the sole place of jurisdiction for all disputes arising from this contract – including disputes relating to cheques and bills of exchange – in commercial dealings with merchants is Saarbrücken. If a CONTRACTING PARTY meets the requirements of Section 38 Para. 2 ZPO (Zivilprozeßordnung / Code of Civil Procedure) and has no legal domicile in Germany, the domicile of the EAO in Saarbrücken shall be regarded as the place of jurisdiction. The same shall apply if the CONTRACTING PARTY is an ENTREPRENEUR and has no legal domicile in Germany or his/her place of residence or habitual abode is unknown at the time the action is brought. The right of the EAO to appeal to another court of jurisdiction shall remain unaffected hereby.