

General Terms and Conditions of GluckerKolleg GbR



1 General Terms and Conditions

(1.1) The following General Terms and Conditions apply to all contracts of the company GluckerKolleg GbR (hereinafter referred to as "GluckerKolleg") and the contractual partner (hereinafter referred to as "customer/participant"), which concern all offered training or further education in the area of sport, health and/or fitness.

(1.2) The General Terms and Conditions apply exclusively. We do not recognise any terms and conditions of the customer/participant that conflict with or deviate from our contractual terms and conditions, unless we have expressly agreed to their validity in writing. Our contractual terms and conditions shall also apply if we perform the service to the customer/participant without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our contractual terms and conditions.

(1.3) By placing an order or registering, the customer/participant agrees to the validity of these General Terms and Conditions.

(1.4) Our contractual terms and conditions apply both to consumers and to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

2 Offer

(2.1) The prices, price quotations and descriptions quoted or mentioned do not constitute legally binding offers, nor does any other advertising of the services of GluckerKolleg. The customer/participant makes an offer which is accepted by GluckerKolleg by means of a declaration in text or written form. Only with this declaration by GluckerKolleg is a contract concluded.

(2.2) GluckerKolleg endeavours to ensure the availability of the offers, but cannot guarantee that all offers can be provided at the time of booking by the customer/participant. If GluckerKolleg is unable to process or fulfil the customer/participant's order, GluckerKolleg may reject it without further liability.

3 Duration, place and time of the training

The duration of the training is determined by the contract concluded, as are the place and time of the training event. In the case of training courses held on more than two dates, the duration, place and time of the training event shall be determined in addition by the examination regulations in force at the time.

4 Remuneration, price and payment modalities

(4.1) All prices quoted by GluckerKolleg are total prices. Any additional delivery and shipping costs will be indicated separately in the respective description.

(4.2) The course fee is determined by the contractual basis set out in § 3 of the GTC. In addition, the general price list applies, which is displayed in the offices of GluckerKolleg and which can be viewed on the website of GluckerKolleg (at <http://www.GluckerKolleg.de>) at the time the contract is concluded.

(4.3) Payment of the course fee is made cashless through the payment systems specified at the time of booking and is due immediately upon conclusion of the contract. The customer shall be in default at the latest if he/she does not pay within 10 days of receipt of the due invoice.

(4.4) Booking and contacting usually takes place by e-mail and with automated order processing. The customer must ensure that the email address provided by him/her at the time of booking is correct so that emails sent by GluckerKolleg can be received at this address. In particular, when using SPAM filters, the customer must ensure that all emails sent by GluckerKolleg can be delivered.

(4.5) In the event of a course being cancelled by the participant or in the event of justified termination for good cause, the entire course fee shall be payable.

5 Right of exclusion in the event of non-payment, retention of certificates

(5.1) If the participant does not pay the course fee before the course is held, GluckerKolleg reserves the right to exclude the customer/participant from the course until full payment has been made, without the obligation to pay lapsing.

(5.2) Until the course fees have been paid in full, GluckerKolleg has a right of retention to the participant certificates and the examination documents. Further claims against GluckerKolleg are excluded.

6 Obligation of the organiser

GluckerKolleg is obliged to conduct the course as specified in the offer according to § 2 of the GTC. This means to impart the contents of the agreed training by suitable persons in suitable premises or in another suitable manner.

7 Obligations of the customer/participant

(7.1) The customer/participant is obliged to pay the course fee immediately after conclusion of the contract.

(7.2) Furthermore, the customer/participant undertakes to follow the instructions of the teaching staff during and/or in connection with the training and to respect the house rules applicable in the course rooms/premises.

(7.3) The customer/participant undertakes to refrain from disturbing the lessons and to handle objects provided by GluckerKolleg as part of the course with care and in an orderly manner.

(7.4) The customer/participant undertakes, if examination regulations apply to the course, to respect these, in particular to refrain from attempts at cheating.

(7.5) The customer/participant undertakes to respect the copyright of GluckerKolleg in accordance with the principles set out in §13 of these GTC.

(7.6) Access to courses/offers of GluckerKolleg which are mediated by means of remote data transmission is password-protected. This access data is only valid for one user. The customer/participant is obliged to keep these access data and passwords secret and to prevent unauthorised use of these courses/offers by third parties.

(7.7) In the event of misuse, GluckerKolleg is entitled to block access. The customer/participant is liable for any misuse for which he/she is responsible.

(7.8) The customer/participant is responsible for ensuring that the technical requirements for access to the courses are met as specified by GluckerKolleg. Above all, the hardware and operating software used, the connection to the internet with the adequate connection speed, the current browser software and the acceptance of the cookies transmitted by the provider's server are to be mentioned here. In this respect, the customer/participant shall bear all costs in connection with the provision of these prerequisites.

(7.9) In the event of further developments and adaptations of software platforms and other technical components of the system by GluckerKolleg, it is the responsibility of the customer/participant to independently adapt corresponding modules (hardware and software with possible browser update) according to corresponding specifications of GluckerKolleg.

(7.10) The customer/participant is obliged to inform GluckerKolleg immediately of any changes to his/her customer data by the end of the booked event.

8 Execution of the course, minimum number of participants, postponement of the course, illness of the instructor

(8.1) Implementation of courses

(8.1a) The course and the contract come into effect with a condition precedent only if it is not an individual training. The minimum number of 6 participants specified by GluckerKolleg must be reached 7 days before the start of the course.

(8.1b) If the course does not take place due to a lack of participants, GluckerKolleg will refund any course fees paid and inform the participant when the next course is scheduled.

(8.1c) If the instructor is ill or prevented from attending for an important reason and GluckerKolleg is unable to provide a suitable replacement instructor on the agreed course date, GluckerKolleg must inform the participant in good time and offer him/her a replacement date within two weeks, which in turn must take place within the next six weeks. The participant is not entitled to compensation if the appointment/course day is cancelled due to illness.

(8.1d) Statements and explanations about the courses in advertising materials as well as on the GluckerKolleg website and in the documentation are to be understood exclusively as a description of the quality and not as a guarantee or assurance of a quality.

(8.2) Performance of online offers

(8.2a) The GluckerKolleg online offers (EducateOnline courses) are generally available seven days a week, 24 hours a day, with an availability of 98 percent calculated for the calendar year. Availability is calculated according to the following formula: $\text{Availability} = (\text{total time} - \text{total downtime}) / \text{total time}$.

(8.2b) Statements and explanations about the EducateOnline courses in advertising materials as well as on the GluckerKolleg website and in the documentation are to be understood exclusively as a description of the quality and not as a guarantee or assurance of a quality.

(8.2c) By booking the EducateOnline courses, the participant receives the simple right to participate in the booked course for the duration of the contract of use. This right is not transferable to third parties.

(8.2d) The right to participate during the term of the contract includes access to and the right to retrieve online-based content of the booked course on a device belonging to the customer/participant exclusively for his/her own learning purposes.

(8.2e) The right to participate in the booked course is restricted to the customer/participant who has concluded the contract with GluckerKolleg. The retrieved course manuals may be used by the client/participant exclusively for his/her own use.

9 Extraordinary termination

(9.1) Both parties may terminate the contractual relationship at any time without notice for good cause.

(9.2) Termination by GluckerKolleg

GluckerKolleg may terminate the contractual relationship for good cause in particular if:

(9.2a) the participant is more than 14 days in arrears with payment of the fee.

(9.2b) the participant grossly or repeatedly disturbs the lessons or does not follow the instructions of the teaching staff.

(9.2c) the participant commits copyright infringements including unauthorised sound/image recordings to the detriment of GluckerKolleg's copyright.

(9.2d) the student attempts to cheat in an examination, unless it is a very minor offence.

(9.3) Cancellation by the student

The participant may terminate the contractual relationship for good cause, in particular if

(9.3a) GluckerKolleg has persistently breached its contractual obligations and has failed to remedy the breach within a reasonable period of time despite a written warning from the customer.

(9.3b) GluckerKolleg does not offer a replacement date within eight weeks in the event of a course cancellation due to illness or the inability of the instructor to attend (clause § 8.1c).

(9.4) In the event of termination by GluckerKolleg for an important reason that lies within the participant's sphere of risk, in particular in the case of terminations in accordance with §9.2a to §9.2d of the contract, GluckerKolleg's claim to remuneration remains valid. The participant reserves the right to prove that no or lower damage has occurred. GluckerKolleg reserves the right to assert further claims for damages.

(9.5) Any extraordinary termination must be made at least in text form and by registered letter.

10 Withdrawal from the contract, flat-rate withdrawal fees

(10.1) The participant has the right to withdraw from the contract before the service components of the contract have been provided. In this case, depending on the time of withdrawal, he/she must pay a flat-rate processing fee or the portion of the fee specified below. In all of the following cases, the customer/participant reserves the right to prove that no or only minor damage has occurred.

(10.1a) In the event of cancellation up to 28 days before the start of the booked event, 5% of the contractually agreed fees.

(10.1b) In the event of cancellation between 28 days and 7 days before the start of the booked event, 50% of the contractually agreed fees.

(10.1c) From 6 days before the booked event, withdrawal is no longer possible, the course fee is due in full.

(10.2) Cancellation must in any case be declared to GluckerKolleg in writing (by e-mail or by post).

(10.3) No refund of fees paid will be made for training days not attended for events that have already begun.

(10.4) In principle, the customer/participant has no right to rebook.

11 Liability of GluckerKolleg

(11.1) In the event of breach of duty by GluckerKolleg, the liability of GluckerKolleg is limited to intent and gross negligence. These limitations of liability also apply to breaches of duty by legal representatives and/or vicarious agents of GluckerKolleg.

(11.2) The limitations and exclusions of liability in paragraph 11.1 of this section do not apply:

(11.2a) in the case of damage resulting from injury to life, limb or health (personal injury) for which GluckerKolleg or GluckerKolleg's vicarious agents are responsible.

(11.2b) in the event of the assumption of a guarantee for the quality or existence of a performance success or in the event of the assumption of a procurement risk.

(11.2c) in the event of a breach of cardinal obligations (material contractual obligations). This includes damage caused by GluckerKolleg through simple negligent breach of such contractual obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer/participant regularly relies and may rely.

(11.3) Insofar as there is no case according to §11.2 of this section, the liability of GluckerKolleg and the vicarious agents of GluckerKolleg in the case of slightly negligent breaches of duty is limited to the amount of the foreseeable and contract-typical damage. GluckerKolleg is therefore not liable for damages that GluckerKolleg should not have foreseen as a possible consequence of the breach of contract when the contract was concluded.

12 Examination, applicable examination regulations

(12.1) The examination regulations in force at the time of conclusion of the contract apply to all training courses with a final licence examination.

(12.2) The examination regulations are part of the contract and are deemed to be agreed.

(12.3) Upon passing the examination, the participant will receive a certificate in accordance with the examination regulations.

(12.4) The examination result can only be contested within a preclusion period of one month after receipt of the written notification of the examination result.

(12.5) Inspection rights: The GluckerKolleg grants officials of the competent enforcement authorities, the DAkS GmbH and the examiners of the APV-Zertifizierungs GmbH the opportunity to attend training courses or individual training units for observation.

(12.6) For all examinations, admission to the examination cannot be granted if 20 % or more of the training day is missed. In this case, the complete training day must be repeated before the examination.

13 Copyright, photography and filming as well as sound recordings

(13.1) The content provided by GluckerKolleg is protected by copyright.

(13.2) All rights arising from this, in particular those of reprinting, translation, reproduction by photomechanical or similar means, computer-based storage and processing, or their distribution in computer networks - including all text passages - are reserved by GluckerKolleg or the authors.

(13.3) In principle, the production of photographs, films and sound recordings during the training is prohibited. The course management may allow exceptions in individual cases for teaching purposes.

(13.4) Any commercial distribution, sale, rental, leasing or lending of online courses, course content, documents or videos is prohibited.

(13.5) Furthermore, it is not permitted to collect parts and elements of online courses and store them on further systems for information retrieval.

(13.6) GluckerKolleg is entitled to take technical precautions to prevent use beyond the contractually agreed scope (access blocks).

(13.7) The customer/participant is not authorised to use technical devices, programmes or other equipment which circumvent or overcome the technical precautions of GluckerKolleg. In the event of infringements on the part of the customer/participant, GluckerKolleg is entitled to block access to the booked courses with immediate effect. At the same time, GluckerKolleg will in this case terminate the contract without notice. Further rights and claims of GluckerKolleg for damages remain unaffected.

(13.8) The customer/participant shall not receive any ownership or exploitation rights to the content provided.

(13.9) Any trademarks, company logos, markings or protective notices, copyright notices and other features serving to identify GluckerKolleg or the party granting the right of use, or individual elements thereof, may not be removed or altered.

14 Offsetting, Participant's Right of Retention

The participant is only entitled to set-off rights if his/her counterclaims have been legally established, are undisputed or have been recognised by Gluckerkolleg. The participant is also entitled to exercise a right of retention insofar as his/her counterclaim is based on the same contractual relationship.

15 Place of performance

The place of performance shall be determined by the contractual agreement.

16 Agreement on the place of jurisdiction

Insofar as the customer/participant is a merchant/legal entity, the parties agree that Stuttgart shall be the common place of jurisdiction. GluckerKolleg is also entitled to sue the participant/customer at his/her place of residence.

17 Legal agreement

The contract shall be governed exclusively by German law.

18 Severability clause

(18.1) Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

(18.2) In the event that the participant is a merchant, the parties agree that the invalid agreement shall be replaced by the agreement that the parties would have made had they known of the invalidity and that corresponds economically to what the parties intended when they concluded the contract.

Kornwestheim 2021

Cancellation policy

If you are to be regarded as a consumer within the meaning of §13 BGB (German Civil Code), you have a right of revocation.

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the last goods.

To exercise your right of withdrawal, you must inform us (GluckerKolleg GbR, Jägerstrasse 90; D-70806 Kornwestheim; Tel 07154/8005060; E-Mail: info@gluckerkolleg.de) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the model withdrawal form, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you withdraw from this contract, we must reimburse you all payments, including the delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the favourable standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract.

For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us (Gluckerkolleg GbR, Jägerstrasse 90, D-70806 Kornwestheim) without delay and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods. You must pay for any loss in value of the goods if this loss in value is due to your handling the goods in a manner not necessary for the inspection of the condition, properties and functioning of the goods.

Sample cancellation form

If you wish to cancel the contract, please complete this form and return it to:

GluckerKolleg GbR
Jägerstr. 90
D-70806 Kornwestheim

info@gluckerkolleg.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/ Received on (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of consumer(s) (only in case of paper communication):

Date:

(*) Delete where inapplicable.