

General Terms and Conditions of GluckerKolleg GbR

1 Scope of the General Terms and Conditions

(1.1) The following General Terms and Conditions apply to all contracts between GluckerKolleg GbR (hereinafter referred to as "GluckerKolleg") and the contractual partner (hereinafter referred to as "Client/Participant") relating to all training or further training courses offered in the fields of sport, health, therapy, training, nutrition and/or fitness.

(1.2) The General Terms and Conditions apply exclusively. We do not recognize 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 that the customer's terms and conditions 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) BGB.

2 Offer

(2.1) The prices, price offers and descriptions quoted or mentioned do not constitute legally binding offers, nor do any other advertisements for the services of GluckerKolleg. The Client/Participant submits an offer that is accepted by GluckerKolleg by means of a declaration in text form or in writing. A contract is only concluded when the GluckerKolleg makes this declaration.

(2.2) The GluckerKolleg endeavors to ensure the availability of the offers, but cannot guarantee that all offers can be provided at the time of booking by the client/participant. If the GluckerKolleg is unable to process or fulfill the customer's/participant's order, the 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 that are held in more than two sessions, the duration, location and time of the training event shall be determined in addition by the respective valid examination regulations.

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 GluckerKolleg's offices and which can be viewed on GluckerKolleg's website (at <http://www.GluckerKolleg.de>) at the time the contract is concluded.

(4.3) Payment of the course fee shall be made cashless via 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 does not pay within 10 days of receipt of the due invoice.

(4.4) As a rule, bookings and contact are made by e-mail and with automated order processing. The customer must ensure that the e-mail address provided by him when booking is correct so that the e-mails sent by GluckerKolleg can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by GluckerKolleg can be delivered.

(4.5) If a course is terminated by the participant or in the event of justified termination for good cause, the entire course fee must be paid.

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 ceasing to apply.

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

6. Obligation of the organizer

GluckerKolleg is obliged to conduct the course as specified in the offer in accordance with § 2 of the GTC. This means that the content of the agreed training shall be taught 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) In addition, the customer/participant undertakes to comply with 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 client/participant undertakes to refrain from disrupting the lessons and to handle objects provided by GluckerKolleg as part of the course with care and in an orderly manner.

(7.4) If examination regulations apply to the course, the customer/participant undertakes to respect them, in particular to refrain from attempting to cheat.

(7.5) The Client/Participant undertakes to protect the copyright of GluckerKolleg in accordance with the principles set out in §13 of these GTC.

(7.6) Access to courses/offers of the GluckerKolleg, which are provided by remote data transmission, is password-protected. These access data are only valid for one user. The Client/Participant is obliged to keep these access data and passwords secret and to prevent unauthorized use of these courses/offers by third parties.

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

(7.8) The Client/Participant is responsible for ensuring that the technical requirements for accessing the courses are met in accordance with GluckerKolleg's specifications. This includes, in particular, the hardware and operating software used, the connection to the Internet with an adequate connection speed, the current browser software and the acceptance of cookies transmitted by the provider's server. In this respect, the customer/participant shall bear all costs in connection with the provision of these requirements.

(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 client/participant to independently adapt the corresponding modules (hardware and software with any browser updates) in accordance with GluckerKolleg's specifications.

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

8 Implementation of the course, minimum number of participants, postponement of the course, illness of the trainer

(8.1) Implementation of courses with attendance phases

(8.1a) The course and the contract are only concluded subject to a condition precedent if it is not an individual training course. The minimum number of 6 participants specified by GluckerKolleg must be reached 7 days before the start of the event.

(8.1b) If the course does not take place due to a lack of participants, the 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 unable to attend for an important reason and the GluckerKolleg is unable to provide a suitable replacement instructor on the agreed course day, the GluckerKolleg must inform the participant in good time and offer him/her an alternative 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 canceled due to illness.

(8.1d) Statements and explanations about the courses in advertising materials and 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 property.

(8.2) Implementation of online offers

(8.2a) The GluckerKolleg online offerings (EducateOnline courses) are generally available seven days a week, 24 hours a day, with an availability of 98 percent over

the calendar year. Availability is calculated using the following formula: Availability = (total time - total downtime) / total time.

(8.2b) Statements and explanations about the EducateOnline courses in advertising materials and on the GuckerKolleg 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 property.

(8.2c) By booking EducateOnline courses, the client/participant receives the non-exclusive 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 and authorization 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 limited to the Client/Participant who has concluded the contract with GuckerKolleg. The retrieved course manuals may only be used by the Client/Participant 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) Terminations by the GuckerKolleg

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

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

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

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

(9.2d) the customer/participant attempts to cheat in an examination, unless it is a very minor violation.

(9.3) Terminations by the customer/participant

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

(9.3a) GuckerKolleg has persistently violated its contractual obligations and has not remedied the situation within a reasonable period of time despite a written warning from the customer.

(9.3b) the GuckerKolleg does not offer an alternative date within eight weeks if a course is canceled due to illness or the instructor's inability to attend (Section 8.1c).

(9.4) In the event of termination by the GluckerKolleg for good cause that lies within the sphere of risk of the client/participant, in particular in the event of termination in accordance with §9.2a to §9.2d of the contract, the GluckerKolleg's claim to remuneration shall remain in force. The client/participant reserves the right to prove that no or lower damages have 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 customer/participant has the right to withdraw from the contract before the service components of a contract have been provided. In this case, depending on the time of withdrawal, he/she must pay a flat-rate processing fee or the proportion of the remuneration specified below. In all of the following cases, the customer/participant reserves the right to prove that no or lower damages were incurred.

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

(10.1b) In the event of withdrawal from 28 days to 7 days before the start of the booked event, 50% of the contractually agreed fees are due.

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

(10.2) Withdrawal must always be declared in writing (by e-mail or post) to the GluckerKolleg.

(10.3) There will be no refund of fees paid for training days not attended for courses that have already started.

(10.4) In principle, the customer/participant is not entitled to rebooking.

11 Liability of GluckerKolleg

(11.1) In the event of breaches of duty by GluckerKolleg, GluckerKolleg's liability 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 event of damage arising from injury to life, limb or health (personal injury) for which GluckerKolleg or its vicarious agents are responsible.

(11.2b) in the event of the assumption of a guarantee for the quality or the 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 (essential contractual obligations). These include damages caused by GluckerKolleg through simple negligent breach of such contractual obligations, the fulfillment of which is essential

for the proper execution of the contract and on the observance of which the customer/participant regularly relies and may rely.

(11.3) Insofar as there is no case under clause §11.2 of this section, the liability of GluckerKolleg and its vicarious agents in the event of slightly negligent breaches of duty is limited to the amount of foreseeable damage typical for the contract. GluckerKolleg is therefore not liable for damages that GluckerKolleg did not have to foresee 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 the contract is concluded shall apply to all training courses with a final license examination.

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

(12.3) If the examination is passed, the participant receives a certificate in accordance with the examination regulations.

(12.4) The examination result can only be contested within a preclusive 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, DAkkS GmbH and the auditors of APV-Zertifizierungs GmbH the opportunity to participate in 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 entire training day must be repeated before the examination.

13 Copyright, photography and filming as well as sound recordings

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

(13.2) All rights arising therefrom, 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 audio recordings during the course is prohibited. The course management may permit exceptions to this rule in individual cases for teaching purposes.

(13.4) Any commercial transfer, sale, rental, leasing or lending of online courses, course content, documents or videos is not permitted.

(13.5) Furthermore, it is not permitted to collect parts and elements of online courses and store them on other 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 Client/Participant is not authorized to use technical devices, programs or other equipment that circumvent or overcome the technical precautions of GluckerKolleg. In the event of contraventions by the Client/Participant, GluckerKolleg is entitled to block access to the booked courses with immediate effect. In this case, GluckerKolleg is also entitled to terminate the contract without notice. Further rights and claims for damages on the part of GluckerKolleg remain unaffected by this.

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

(13.9) Any trademarks, company logos, markings or proprietary notices, copyright notices and other features serving to identify GluckerKolleg or the licensor or individual elements thereof may not be removed or altered.

14 Offsetting, right of retention of the participant

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

15 Place of service provision

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

16 Jurisdiction agreement

If the customer/participant is a merchant/legal entity, the parties agree that Stuttgart shall be the joint 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/participant, 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 customer/participant is a merchant/legal entity, the parties agree that an invalid agreement shall be replaced by the agreement that the parties would have made had they been aware of the invalidity and that corresponds economically to what the parties intended when the contract was concluded.

Kornwestheim 2025

Cancellation policy

If you are a consumer within the meaning of §13 BGB, you have a right of withdrawal.

Right of withdrawal

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

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

To exercise the right to cancel, you must inform us (GluckerKolleg GbR, Jägerstrasse 90, D-70806 Kornwestheim; phone +497154/8005060; e-mail: info@gluckerkolleg.de) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

Waiver of right of withdrawal for the download of digital content

I am aware that special revocation regulations apply to the delivery of digital content in non-physical form (download, streaming) in accordance with Section 356 (5) of the German Civil Code (BGB), and that the right of revocation in these cases already expires with the execution of the contract and before the expiry of the revocation period. I hereby expressly agree to the execution of the order before the expiry of the withdrawal period and have taken note that my right of withdrawal expires at the beginning of the execution of the contract (provision of the digital content for download), provided that I have purchased digital content for download.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw 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; under no circumstances will you be charged any fees for this repayment.

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

You must return the goods to us (Gluckerkolleg GbR, Jägerstrasse 90, D-70806 Kornwestheim) or to immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

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 handling of the goods that is not necessary for checking their condition, properties and functionality.

Sample withdrawal form

If you wish to withdraw from the contract, please fill out this form and send it back to us:

GluckerKolleg GbR
Jägerstr. 90
D-70806 Kornwestheim
[info\(at\)gluckerkolleg.de](mailto:info(at)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 the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate.