General Terms and Conditions of Business of the Hohenstein Institute for Seminars

Applicable to

Hohenstein Textile Testing Institute GmbH & Co. KG,
Hohenstein Laboratories GmbH & Co. KG,
Hohenstein Institut für Textilinnovation gGmbH, Hohenstein Academy e.V.

Version: September 2011

1. Registration

Participants in seminars must register in writing, by fax or email. The binding contract to attend takes effect once the application is accepted in writing (booking confirmation) by the Hohenstein Institute (HI).

2. Participation fee

The participation fee can be found in the latest version of the programme of events at the HI. The invoice will be sent to the participant before the start of the seminar. The participation fee is due for payment, with no deductions and quoting the invoice number, on receipt of the invoice. In the case of seminars lasting several weeks, the invoice must be paid by the end of the course.

Failure by a participant to attend an event which takes place as planned, or individual components of the event, does not entitle the participant to a reduction in the fee.

3. Withdrawal

If a participant is unexpectedly prevented from attending, he or she can transfer their right to participate to a substitute participant at any time, who must be named in writing. This does not entail any additional cost for the participant. The original participant remains the liable party for the purpose of the contract.

Participants can withdraw from the contract to attend without charge up to four weeks before the start of the event. After that, and up to two weeks before the start of the event, a cancellation charge of 50% of the participation fee will be levied if the participant withdraws. In the case of cancellations received later than that, the full price must be paid, regardless of the reason why the participant cannot attend. The above periods are calculated from the date on which the written cancellation is received at the HI.

4. Cancellation/changes by the event organiser

The HI have the right to cancel events if the number of participants is too small, and to withdraw from the contract. The HI are also entitled to cancel an event on account of force majeure or with good reason, namely if the speaker cancels or is ill.

Conference fees that have already been paid will be refunded, and no further claims can be made (with the exception of injury to life, limb or good health and gross misconduct).

The HI are entitled to make any necessary changes or alterations to the content, method or organisation (e.g. because of changes in the law), before or during the event, provided that this does not essentially change the overall character of the event that was announced. The HI are entitled to replace the intended speakers if necessary (e.g. illness, accident) by others who are equally qualified in the field in question.

5. Scope of services

Unless otherwise specified, the participation fee includes participation in the event, working materials, drinks during the meeting and other meals and snacks where applicable. All events will take place in purpose-built rooms and will be led by qualified speakers.

The working materials will be handed out at the start of the event. They are copyright-protected and must not be reproduced or distributed, even in part, without proper approval. The working materials are for the exclusive use of participants.

6. Liability

The liability of the HI and their associates is limited to intent and gross negligence, unless it involves injury to life and limb or good health.

If the participant is a company owner, the HI are not liable for indirect losses, consequential damage or lost profits. The extent of liability of HI is also limited to damages which are foreseeable and typical of such contracts.

7. Data protection

The data relating to individuals provided by participants will be stored in machine-readable form and processed as required to meet the purpose of the contractual relationship. The data relating to individuals will not be passed on to third parties.

Participants agree that the data they provide can be kept for customer relations, information and advertising purposes even after the end of the event. They can withdraw this agreement at any time by writing to the HI (by post, fax or email).

8. Final conditions

Any secondary agreements must be made in writing. This applies also to the requirement for written form.

German law applies.

The place of fulfilment and jurisdiction for traders is 74357 Boennigheim, Germany.