

Graduate School Rhein-Neckar - General Terms and Conditions of Business

A Basic provisions

I General terms and conditions

1. Our terms and conditions of business shall have sole validity. The individual provisions apply according to their content in each case towards consumers and enterprises in the sense laid down in § 310 of the BGB (German Civil Code). Any stipulations explicitly designated as applying towards enterprises shall not apply towards consumers. Consumers in the sense used in these general terms and conditions of business are deemed to be individual persons with whom we maintain business relations without it being possible to assign to these persons activities in trade or in any other self-employed professional capacity during the implementation of the business.
2. Everyone shall be entitled to attend seminars, courses leading to a master's degree, consultancy projects or other teaching sessions in as far as the conditions of admission have been fulfilled. Enrolment in a course sponsored by a public entity shall be subject to the actual granting of the corresponding sponsorship.
3. The content and the structure of the programme as well as the assignment of the consultants, instructors and coaches may be changed on condition that the overall character and purpose of the course or teaching unit are retained. There shall be no entitlement to any specific room or teaching location.
4. If the entity bearing the costs for the course so requires, any absences are to be recorded along the lines of the regulations valid for an employment relationship.
5. The amount invoiced is to be paid due net by the beginning of the seminar / course of studies. Enrolment may be cancelled or rescheduled up to eight weeks before the beginning of the seminar / course of studies for a handling fee of € 100.
6. In the event of enrolment being cancelled or rescheduled less than eight weeks before the beginning of seminars / course of studies leading to a master's degree, a charge amounting to half of the fee shall be made. In the event of the Graduate School being able to fill the vacant place at short notice, only the handling fee of € 100 shall be charged. In the event of a substitute participant being enrolled to take the vacant place, no costs shall be incurred.
7. The entire charges shall become due for payment upon receipt of the seminar confirmation / admission to the course. The fees for courses are to be settled as follows: 60 % before joining the course, 40 % before the beginning of the 3rd semester / course stage. For a sabbatical term the course participant has to pay a fee amounting to 7,5 % of the total course fees. For every further semester beyond the regular duration of studies the course participant shall pay a fee amounting to 25 % of the total course fees. The course participant has to cover all bank transfer fees. In cases the payment is being overdue, we are going to charge additional costs and interests. Notice of withdrawal from the course may only be made with effect from the end of a semester.
8. As a rule the seminar / course fees also include the documentation material (e.g. online availability) for the teaching unit(s) in question. Any additional charges can be seen in the scale of charges and fees for the Graduate School or its partners.
9. Any order with the contractual partner via our homepage is deemed to be a binding offer the receipt of which we confirm as soon as possible. This does not, however, constitute an acceptance of the offer. The contractual partner shall not in this way incur any additional costs beyond the usual basic charges to be generally accepted. We shall be entitled to accept the offer of the contractual partners within two weeks by sending an order confirmation by e-mail, post or fax. The contract shall come into effect upon receipt of the order confirmation by the contractual partner.
10. The Graduate School Rhein-Neckar shall be entitled at any time to cancel the teaching unit, to postpone or to combine it with other groups / courses for an important reason, for example an insufficient number of participants, illness of the consultant, trainer or coach.
11. Costs for accommodation and meals, unless included in the price, are to be settled directly with the hotel, the conference facility or the guesthouse.
12. The Graduate School Rhein-Neckar shall be entitled to exclude participants from the seminar, the consulting or the coaching for important reasons, for example serious infringement of the rules of conduct, absences jeopardising the participant's possibility of achieving the goal of the course. As a rule such a punitive measure will be preceded by a clarifying discussion. The entity bearing the costs for the course will be notified immediately of the discussions and of the exclusion of the participant.
13. Holidays and other free days will be determined by the Graduate School Rhein-Neckar and announced in a course schedule.

II. Data security

1. Course participants agree to their personal data being stored electronically. In addition agreement is given to such personal data being passed on to the entity bearing the costs for the course in as far as this may be necessary for the success of the seminar, project or coaching. Data shall not be passed on to any other third party for any other reason whatsoever.

III. Liability

1. The liability of the Graduate School Rhein-Neckar is in accordance with the legal requirements. Participants shall be responsible for any objects brought with them. No liability shall be borne by the Graduate School Rhein-Neckar for any items left in the cloakrooms. There shall be no liability for theft, damage, soiling etc.

IV. Exemption from liability in connection with the offers made by the Graduate School Rhein-Neckar

1. The authors shall accept no liability for the current validity, correctness, completeness of quality of the information provided. There shall be a general exclusion of any liability claims against the authors referring to tangible or intangible damage caused by the utilisation or non-utilisation of the information provided or by the utilisation of faulty or incomplete information unless the authors can be proved to have acted with wrongful intent or gross negligence. All offers are subject to change and without obligation. The authors explicitly reserve the right of altering, supplementing, deleting or ceasing temporarily or finally to publish parts or the whole of the offer without separate notice.

2. In the case of direct or indirect references (hyperlinks) to third-party websites which are outside the authors' area of responsibility, a liability would only arise in the event of the authors being aware of the contents as well as technically able and in a position to prevent any utilisation of illicit contents. The authors herewith declare explicitly that at the time of the insertion of the link there were no illicit contents on the websites to which reference is made. The authors have no influence whatsoever on the current and future composition, the contents or the authorship of the websites to which a link or reference exists. For this reason they herewith explicitly disassociate themselves from all the contents on any linked or connected sites which have been altered after the insertion of the link. This declaration applies to all links and references inserted within their own internet pages as well as to third-party items in guestbooks, discussion forums and mailing lists set up by the authors. The liability for unlawful, erroneous or incomplete contents and in particular for damage resulting from the utilisation or non-utilisation of information provided in this way shall be borne solely by the person(s) responsible for the website or page to which reference is made and not by the person(s) merely making reference by means of links to the individual publication in each case.
3. In all publications the authors aim to take account of the copyright on the graphics, audio clips, video clips and texts used, to make use of graphics, audio clips, video clips and texts created by themselves or to have recourse to licence-free graphics, audio clips, video clips and texts. All the brands and trademarks mentioned within the internet site and possibly protected by third parties are subject without restrictions to the regulations stipulated in the trademark legislation valid in each case as well as to the proprietary rights of the owners registered in each case. The mere mention does not lead to the conclusion that the trademarks are not protected by the rights of third parties. The copyright for published items created by the authors themselves remains solely with the authors of the sites. No duplication or utilisation of such graphics, audio clips, video clips and texts in other electronic or printed publications shall be allowed without the explicit permission of the authors.
4. In as far as the internet site offers the possibility of entering personal or business data (e-mail addresses, names, postal addresses etc.), the user shall divulge such data on an explicitly voluntary basis. The utilisation and payment of all services offered is also permitted – in as far as this is technically possible and reasonable – without the necessity of divulging such data or on the basis of anonymous data or a pseudonym. Third parties shall not be allowed to utilise the contact data published in the imprint or similar information such as postal addresses, telephone numbers, fax numbers or e-mail addresses for purposes of sending information not explicitly requested. In the event of a violation of this provision the authors reserve the right of taking legal measures against any senders of spam mails.

V. Miscellaneous

1. The participants undertake to comply with the rules of conduct at the location where the teaching unit is held. Instructions given by the staff or authorised officers of the Graduate School Rhein-Neckar as well as persons responsible at the location of the teaching unit are to be followed.

VI. Concluding provisions

1. The applicable law is that of the Federal Republic of Germany. The regulations of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. In the event of the contractual partner being a merchant in the sense laid down in the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising from the contractual relationship shall be the registered office of our company or at our discretion the registered office of the contractual partner's company.
3. In the event of any individual provisions of the contract concluded with the contractual partner including these General Terms and Conditions of Business being or becoming invalid, the remaining provisions of the contract shall retain their validity. The entirely or partially invalid provision shall be replaced by a stipulation which in its commercial outcome is as close as possible to the invalid one.

Rules of conduct in the Graduate School Rhein-Neckar

1. Smoking and alcohol are strictly forbidden in the buildings belonging to or rented by the Graduate School Rhein-Neckar. Smoking is only permitted in specifically designated areas. Here the greatest possible consideration is to be taken of the welfare of non-smokers.
2. Weapons of all kinds are forbidden.
3. In the EDP rooms there is a ban on eating and drinking. No food or beverages may be taken into the EDP rooms.
4. EDP programs must not be duplicated. Privately owned disks, CDs and other storage media must not be used.
5. The greatest care is to be taken to use all documents, objects, technical equipment etc. correctly and carefully. In the event of inappropriate use the participant shall be liable for any destruction, damage, soiling etc. This shall also apply to any destruction or damage arising as a result of the inappropriate use of electronic media, e.g. viruses.