

GENERAL TERMS AND CONDITIONS OF TIBA BUSINESS SCHOOL GMBH

Status: April 04, 2023

REGISTRATION FOR SEMINARS

Please use the electronic registration or booking forms on our website to register for seminars.

Registrations will be processed on a first come first served basis. After the binding and complete registration of a participant for a seminar, the participant will receive a written confirmation. With this confirmation, the contract with Tiba Business School GmbH, hereinafter referred to as "TBS", becomes legally effective.

The data collected during registration or booking will be stored electronically exclusively for contractual purposes. The provisions of the Federal Data Protection Act will be observed. Please refer to our separate privacy policy.

The history of booked seminars is stored in our booking system and kept for future reference. If the participant does not wish this to be done, they can object to this. In this case, the history will be deleted immediately after the end of the seminar, but not before full payment of the invoice, and cannot be restored afterwards.

The content of a seminar is as described in the seminar programme. TBS reserves the right to make changes and adjustments at short notice.

Disclosure of your data for the purpose of seminar administration

The following information applies only to the Prosci Change Management Certification Training: In order to be able to carry out the seminar, we will forward your personal data (name, e-mail address, postal address, company, date of training) to Tiba Managementberatung GmbH and to a third country (USA) to Prosci, Inc.

Your data will be used to register you on the Prosci online portal, to send you the preparation materials, to issue the certificates and to evaluate your feedback. Once you have passed the exam, you will be registered as a Certified Practitioner with Prosci and will have access to the Prosci online portal. You may withdraw your consent at any time.

In addition, your details will be sent to Credly Inc. to enable the digital "Acclaim Badge" to be issued.

FEES AND BILLING

The fees stated in our quotation are subject to VAT at the applicable rate. Invoices will be issued prior to the start of the event for which the participant has registered. Payment by invoice/bank transfer is due 30 days after the invoice date. Payment by credit card is not accepted.

LIABILITY AND WARRANTY

All our services are subject to statutory warranty rights.

The participant's claims for damages or compensation for futile expenses shall be governed by this clause, irrespective of the legal nature of the claim. For damages resulting from injury to life, body or health based on a grossly negligent breach of duty by TBS or an intentional or negligent breach of duty by a legal representative or vicarious agent of TBS, liability is unlimited.

In the case of other liability claims, TBS shall be liable without limitation only in the event of the absence of the guaranteed quality as well as in the event of intent and gross negligence, also on the part of its legal representatives and executive employees. TBS shall only be liable for the fault of other vicarious agents to the extent of liability for slight negligence.

TBS shall only be liable for slight negligence if an obligation is breached, the fulfilment of which is a prerequisite for the proper execution of the contract and on the fulfilment of which the participant regularly relies and may rely (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to such damage as may typically be expected within the scope of the contract.

CANCELLATION AND REBOOKING OF EVENTS

Termination of the contract (cancellation) is possible for both parties at any time without giving reasons and must be in writing.

Cancellation is free of charge up to 4 weeks before the start of the event. Thereafter, a cancellation fee of 50% of the event fee will be charged. Cancellations received 2 weeks or less prior to the event will incur a cancellation fee of 100% of the event fee. Failure to attend a booked event, even in the case of illness, is equivalent to cancellation.

In case of illness, the participant can be transferred to another event with available places for a handling fee of 40,00 EUR plus VAT.

Cancellation fees are payable immediately. The participant has the right to prove that no damage has been caused or that the damage is significantly lower than the above-mentioned cancellation fee.

TBS is entitled to offset the cancellation fee against any event fees already paid. Otherwise, any event fees already paid will be refunded.

A rebooking will be treated as a cancellation of the contract in accordance with the above cancellation terms and conditions.

The right to extraordinary cancellation remains unaffected.

CANCELLATION OF EVENTS

TBS reserves the right to cancel or reschedule seminars for organisational reasons (e.g. if the required minimum number of participants is not reached, if the trainer is unable to attend or falls ill, or in cases of force majeure).

TBS reserves the right to cancel or postpone any virtual seminar up to 14 days prior to the start of the seminar.

In such cases, the participant will be informed as soon as possible. An attempt will be made to reschedule the event free of charge. If this is not possible, TBS will refund any fees paid. No further claims will be accepted.

COPYRIGHT

Event materials (including but not limited to scripts, syllabi, presentations, etc.) are provided to participants solely for their personal, non-transferable use. They are protected by copyright. No part of these documents may be translated, edited, reproduced, distributed or electronically stored without the prior written consent of TBS.

Sound and image recordings are only permitted with the written consent of TBS.

OTHER AGREEMENTS

If any provision of these Terms is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a provision which comes as close as possible to the original intention of the provision.

The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

RIGHT OF WITHDRAWAL FOR CONSUMERS

Consumers are entitled to a right of revocation according to the following provisions, whereby a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity.

REVOCATION INSTRUCTION

Right of withdrawal

You have the right to cancel this contract within 14 days without giving reasons.

The revocation period is 14 days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us,

Tiba Business School GmbH

Perchtinger Straße 10

81379 Munich

e-mail: [business-school\(at\)tiba.de](mailto:business-school(at)tiba.de)

by means of a clear statement (e.g. a letter or e-mail sent by post) about your decision to revoke this contract.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period

Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery charges (except for any additional costs resulting from your choosing a different method of delivery to the cheapest standard delivery offered by us), without delay and no later than 14 days from the date on which we receive notification of your revocation of this Agreement. For this refund, 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 for this refund.

If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify us of the exercise of the right of cancellation in respect of this Agreement compared to the total amount of services provided for in the Agreement.

End of revocation instruction