

# General Terms and Conditions and cancellation policy for services of the Akademie Deutscher Genossenschaften e. V. (ADG)

## 1. Validity of our General Terms and Conditions

- 1.1 These General Terms and Conditions apply to participation in events such as programmes (e.g. multi-part executive programmes and management programmes), seminars, workshops, conferences, live online training sessions (webinars), online courses, and online conferences, forums and individual measures individually designed for the client, of the Akademie Deutscher Genossenschaften e. V. (ADG), Schloss Montabaur, 56410 Montabaur ('we/us'). The events offered by our Academy are provided exclusively on the basis of the respective contractual agreement in addition to these General Terms and Conditions („GTC“). Any terms and conditions of the customer that conflict with or deviate from these terms and conditions shall be excluded and shall not be binding on us, even if they are not expressly contradicted.
- 1.2 Special terms and conditions apply for the hotel and catering sector and the legal terms for the use of our hotel services (General Terms and Conditions for Services of the Akademie Deutscher Genossenschaften in the Hotel and Catering Sector for Event Participants, which can be found at: <https://www.adg-international.com/en/footer/terms-conditions/hotel-guests-general-terms-and-conditions.pdf>).
- 1.3 Unless expressly stipulated otherwise, these GTC apply equally to business transactions with consumers and with business persons („Customer“). A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial, nor to his independent professional activity under Section 13 BGB (German Civil Code). A business person is a natural person or legal entity or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her commercial or self-employed or professional activity under Section 14(1) BGB (German Civil Code).

## 2. Conclusion of the contract

- 2.1 Registration for the event by the customer in text form by fax on the prepared registration form (contained in the seminar brochure, or on the seminar card on the internet), by email, or via our online shop (<https://shop.adg-campus.de>) is a binding offer to conclude a contract. In addition to correct information about the event and the participant(s), it is necessary to state the sending company, as well as the desired room category if the event is held at Schloss Montabaur. Registrations will be booked in the order in which they are received. Should the event be fully booked, we will contact you immediately, and will otherwise send you your registration confirmation.

- 2.2 When booking on our online shop, the customer can select from the range of events, such as programmes (e.g. multi-part executive programmes and management programmes), seminars, workshops, conferences, live online training sessions (webinars), online courses, and online conferences, forums and can then place the desired offer in an online shopping basket via the „Add to basket,“ button.
- 2.3 We will confirm receipt of the registration without delay, without this already constituting acceptance of the registration. We are entitled to accept the registration within ten working days in text form by post and optionally by email (registration confirmation). The contract shall come into effect on receipt of the registration confirmation together with these GTC. Each legally binding registration is based on these GTC.
- 2.4 Registration for an event at Schloss Montabaur (attendance) is also connected with registration for services of Schloss Montabaur, where the event is held. For this, we refer you to the General Terms and Conditions for Services of the Akademie Deutscher Genossenschaften in the Hotel and Catering Sector for Event Participants: <https://www.adg-international.com/en/footer/terms-conditions/hotel-guests-general-terms-and-conditions.pdf>
- 2.5 The obligation to pay the event price arises with the registration and confirmation of registration by us. Depending on the status of the sending company (membership of the Association for the Promotion of the Akademie Deutscher Genossenschaften e.V.), a distinction is made between the member price and the non-member price. A right to participate in the seminar is established only upon receipt of payment by us. For individual seminars or seminar blocks, special written agreements will be concluded.
- 2.6 In the case of individual measures, ADG's written offer determines the scope of services and thus forms the basis for the order. A binding contract with ADG on an individual measure is concluded when the order is placed. Changes and additions to the order must be made in text form.

## 3. Prices

- 3.1 All prices are in euros and are understood to be gross, including the applicable statutory value added tax, with the exception of booking individual measures in accordance with section 3.4.
- 3.2 The invoice amount shall become due for payment without deduction on receipt of the invoice by the customer; default shall occur on receipt of the first reminder (pay-

ment reminder). Payments shall be made to one of the accounts specified in the invoice. In the case of payments from abroad, all additional costs shall be borne by the customer, such as bank charges for currency conversion and transfer fees. From the time of default, ADG shall be entitled to charge interest on amounts due at 5 percentage points above the base interest rate for consumers and 9 percentage points above the base interest rate for entrepreneurs, unless we can prove a higher damage caused by default. ADG shall charge a reminder fee of €2.50 for the second reminder, and an additional reminder fee of €5 shall be due for each further reminder. The customer is at liberty to prove that we have incurred no damage or significantly less damage.

- 3.3 With the registration and the seminar confirmation, a hotel accommodation contract for rented rooms at Hotel Schloss Montabaur is also concluded – provided the customer has booked this. When booking other, external hotels (not Schloss Montabaur), the booking shall be made directly with the corresponding hotel by the customer himself. In the case of attendance events at Schloss Montabaur, a flat-rate conference fee is in all instances payable in addition to the price of the event, and independently of the booking of a hotel room. The „General Terms and Conditions for Services of the Deutscher Genossenschaften in the Hotel and Catering Sector for Event Participants“ apply to this and the booking of a hotel room: <https://www.adg-international.com/en/footer/terms-conditions/hotel-guests-general-terms-and-conditions.pdf>
- 3.4 In the case of individual measures, the prices are net prices, i.e. plus the applicable statutory value added tax. Individual measures are invoiced immediately after service provision or according to individual agreement. The invoice amount is due for payment without deduction upon receipt of the invoice by the customer. Payments on account are possible to the extent of the service provided by ADG. The individual offer constitutes the basis for the payment modalities and prices, ancillary costs, such as expenses, travel costs etc.

#### 4. Scope of services for attendance events

- 4.1 Unless otherwise stated, the event fee includes participation in the event and the course documentation in digital form. Hotel services such as conference catering and accommodation will be invoiced separately to the participants by the organising hotel.
- 4.2 Course and work materials will be made available for download online prior to the respective course unit.

- 4.3 The work materials are protected by copyright and may not be reproduced or distributed, even in part, without our consent.
- 4.4 Customers are generally not permitted to bring food and drinks into events.

#### 5. Access and scope of services for online courses and live online training sessions (webinars)

- 5.1 Access to the online courses and live online training sessions is generally password-protected by means of remote data transmission using the access data allocated to the customer.
- 5.2 The access data are only valid for one user (customer).
- 5.3 The customer is required to keep the access data and passwords secret and to prevent unauthorised use of the online courses and live online training sessions by third parties. The customer must inform us immediately if he becomes aware of any disclosure or misuse of his access data.
- 5.4 In the event of misuse, we are entitled to block access.
- 5.5 The customer is liable for any misuse for which he is responsible.
- 5.6 The customer is responsible for creating the technical conditions for access to the online courses and live online training, in particular with regard to the hardware and operating system software used, the internet connection, including ensuring the connection speed, the current browser software, and the acceptance of the cookies transmitted by our server, and shall bear all costs in connection with the fulfilment of these conditions. We will inform the customer within the scope of the registration of the technical requirements and, if necessary, the browser to be used.
- 5.7 In the event of further development of the software platforms and other technical components of the system by us, it shall be incumbent on the customer, after being informed by us with sufficient advance notice, to independently take the necessary adjustment measures for the software and hardware used by the customer
- 5.8 The contents accessible to the customer within the scope of an online course are specified in the service description within the scope of the registration, from which the agreed nature of the course is also derived.
- 5.9 The online courses are generally available seven days a week, 24 hours a day. The live online courses are available exclusively on the booked dates.
- 5.10 Statements and explanations about the courses in advertising materials as well as on our website and in the documentation should be seen only as a description of the

nature of the course, and not as a guarantee or assurance of a feature.

## 6. Obligations of the customer

The customer undertakes to observe the house rules in force at the venue, to follow the instructions of the teaching docents and training staff event managers as well as those of our representatives, the hotel staff, and its vicarious agents, to regularly attend the classroom events of the training measure covered by the contract, and to refrain from doing anything that could conflict with the proper delivery of the event.

## 7. Rights of use and copyrights

- 7.1 We retain unrestricted ownership of all deliveries of teaching materials until all payment obligations have been met in full by the customer. All event materials (both in physical and digital form, such as video and audio materials) are protected by copyright. The reproduction, transmission, or other use of the documents and any documents, graphics, visual and audio materials, and other information carriers made available by us, or our agents is permitted only with our express written consent.
- 7.2 There shall be no express or tacit assignment or granting of authorisations or rights to training documents, learning programmes, software, copyrights, rights of use, brands or trademarks, or their applications, unless subsequently agreed otherwise.
- 7.3 Insofar as copyrights, rights of use, and/or property rights to performance results arise or are further developed, in particular with regard to further developments and improvements of the systems, software, processes and methods developed by us, we alone shall be entitled to the exclusive rights of use, exploitation and modification, unlimited in terms of space, time and content.
- 7.4 Seminar documents handed over to the customer shall become the customer's property for internal use. They may not be duplicated, processed, distributed, or used for public reproduction without our written consent.
- 7.5 Insofar as it is necessary for the performance of the service, we grant the customer the simple right of use to the work results, limited in terms of content to the purpose of the contract, spatially to the Federal Republic of Germany and temporally to the term of the educational service. The same applies to the services to be provided within the framework of the fulfilment of the contract, to which the organiser has an exclusive right of use.
- 7.6 The usage fee is paid with the remuneration for the educational service.
- 7.7 The logos, trademarks and signs protected in our favour may be used only for advertising purposes with the ne-

cessary authorisation of use, and taking into account the specified type of presentation. In case of doubt, these are to be requested from us, unless the type of presentation is specified in the contract.

## 8. Rebooking/cancellation by the participant

- 8.1 With the exception of the booking of programmes in accordance with section 8.2 and individual measures according to the contractual agreement, the customer may withdraw from the event free of charge up to four weeks before the start of the event without giving any reasons.
- 8.2 Unless otherwise agreed, the following special provision shall apply to programmes (e.g. multi-part executive programmes and management programmes). Cancellation by the customer is free of charge without giving reasons up to eight weeks before the start of the first part of a programme. ....
- 8.3 If the customer fails to attend a training event for which he has registered, the full participation fee must be paid, and no refund will be made. Neither is there any entitlement to the partial or full reimbursement of event fees already paid in the case of absence due to illness or early departure from the training event by the customer.
- 8.4 Cancellation must be declared in writing or in text form by fax or email.
- 8.5 The nomination of a person other than the registered person is possible at any time before the start of the event if the requirements stated in the event description on our website are met.
- 8.6 Partial or daily withdrawal from an event and partial or daily replacement by another person are not possible.
- 8.7 The amount of the hotel cancellation costs can be found in the special General Terms and Conditions for Services of the Akademie Deutscher Genossenschaften in the Hotel and Catering Sector for Event Participants <https://www.adg-international.com/en/footer/terms-conditions/hotel-guests-general-terms-and-conditions.pdf>

## 9. Cancellation/amendments by the organiser

- 9.1 We reserve the right to cancel an event for good cause (e.g. illness of the lecturer, insufficient number of participants, force majeure, i.e. circumstances not culpably caused by us, such as natural disasters, strikes, lock-outs, epidemics or pandemics), even at short notice. In this case, the event fees paid shall be refunded in full. The customer shall be informed of this immediately.
- 9.2 With sufficient advance notice of at least 14 days before the start of the event, we are entitled to make changes or deviations (e.g., due to changes in the law) to the content, technical, methodological and organisational aspects of

the event as well as to restrict or exchange content and modules. Changes in content shall be made only to a reasonable extent and in such a way that there is no change in the essential character of the event.

- 9.3 We are also entitled to replace the scheduled lecturers if necessary (e.g. illness, accident, force majeure, i.e. circumstances not culpably caused by us, such as natural disasters, strikes, lock-outs, epidemics or pandemics) with other persons equally qualified with regard to the announced topic. Changes in lecturers or changes in the course of the event do not entitle the participant to a price reduction or to withdraw from the contract.
- 9.4 We cannot be held liable for futile expenses or other disadvantages incurred by the customer as a result of the cancellation (except in cases of intent and gross negligence). In all other respects, the following clause 10 shall apply.

#### 10. Disclaimer

- 10.1 The events are carefully prepared and conducted by qualified trainers, lecturers, speakers and learning facilitators. We assume no liability for the timeliness, accuracy, and completeness with regard to the event documents, the implementation of the educational event and its content. In particular, we accept no liability for any damage that may arise from the application or transfer of the knowledge and/or skills acquired during the training events.
- 10.2 Our liability, irrespective of the legal grounds, is excluded unless the damage is based on intent or gross negligence or on the simple negligent breach of essential contractual obligations. „Material contractual obligations“ are those obligations which protect the customer's legal position, which are material to the contract, and which the contract is intended to grant to the customer; material contractual obligations are also obligations whose fulfilment makes the proper performance of the contract possible in the first place and compliance with which the contractor regularly does and can rely on. In cases of simple negligence, the amount of any claim for damages shall be limited to the foreseeable damage typical for the contract. The above provisions on the limitation of liability shall apply correspondingly to any liability of our representatives/executive bodies and employees/vicarious agents or to any imputed fault pursuant to Section 278 BGB (German Civil Code).

#### 11. Right of revocation for consumers

- 11.1 Customers who are consumers (Section 13 BGB (German Civil Code)) have a fourteen-day right of revocation in

accordance with the following provisions of this Clause 11. Customers who are business persons as defined by Section 14 BGB (German Civil Code) have no right of withdrawal.

- 11.2 Right of revocation (for consumers) You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day of the conclusion of the contract. To exercise your right of revocation, you must inform us, the Akademie Deutscher Genossenschaften e.V., Schloss Montabaur, 56410 Montabaur, telephone: +49 2602 14-0, email: info@adg-campus.de of your decision to withdraw from this contract by means of a clear, written declaration (e.g. a letter sent by post or e-mail). You may use the enclosed sample cancellation form for this purpose, although this is not mandatory. To comply with the cancellation period, it is sufficient for you to send the notification that you are of exercising your right of cancellation before the end of the cancellation period.

#### Consequences of revocation:

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received 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; under no circumstances will you be charged any fees because of this repayment. If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify that you are exercising your right of revocation with regard to this contract, compared to the total scope of the services provided for in the contract.

#### Exceptions to the right of revocation:

In the case of events with course materials for download (not physical data carriers), the right of revocation expires at the moment when we have activated online access to the course material for you with your consent or you have received the materials by email and you have confirmed your understanding that you lose your right to withdraw by granting your consent at the start of the execution of the contract.

### Sample cancellation form

Should you wish to cancel the contract, please complete and return this form.

To Akademie Deutscher Genossenschaften e. V. Schloss Montabaur, 56410 Montabaur, Germany

Telephone: +49 2602 14-0

Email: [info@adg-campus.de](mailto:info@adg-campus.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.

End of the cancellation policy

### 12. Data protection and recording of events and seminars

12.1 The data required for order processing shall be processed and stored in accordance with the German Federal Data Protection Act („BDSG“) and the General Data Protection Regulation („GDPR“). All personal data shall be treated confidentially. The customer has a right to be informed as well as a right to rectification of the data, the right to restrict processing and the right to erasure of the stored data.

12.2 Where we wish to record seminars and events by image and/or sound in individual cases, we will obtain the participant's consent to this in advance. For this purpose, the participant can voluntarily consent to the recording in the seminar/event (virtually or in person) by means of a hand signal. In particular, the participant agrees that both image and sound recordings of him will be made, and made available to the participants as a stream after this seminar. This consent is voluntary and may be withdrawn at any time.

12.3 We also refer to our privacy policy, which is available at <https://Privacy Policy/ADG International>.

### 13. Applicable law/place of jurisdiction

13.1 The place of performance and payment for both parties is Montabaur. The business relationship between us and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The statutory provisions on the restriction of the choice of law and on the applicability of mandatory (consumer protection) provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.

13.2 For merchants as defined by the German Commercial Code (HGB), legal entities under public law or special funds under public law, the exclusive place of jurisdiction shall be our registered office in Montabaur.

13.3 The EU Commission provides a platform for out-of-court dispute resolution. This gives consumers the opportunity to initially resolve disputes in connection with their booking out of court. The dispute resolution platform can be found at: <https://ec.europa.eu/consumers/odr/>. Our email address is: [info@adg-campus.de](mailto:info@adg-campus.de). Furthermore, we do not participate in dispute resolution proceedings before a consumer arbitration board (Section 36 VSBG (Consumer Dispute Settlement Act)) and are not obliged to do so. The consumer arbitration board responsible for ADG is the universal conciliation body of the German Federal Government at the Zentrum für Schlichtung e.V. Strassburger Strasse 8, 77694 Kehl am Rhein, Telephone +49 7851/795 79 40, Fax +49 7851 / 795 79 41, Email: [mail@universalschlichtungsstelle.de](mailto:mail@universalschlichtungsstelle.de), Website: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de).

13.4 For complaints or questions in relation to our events (programmes, seminars, workshops, conferences, live online training sessions (webinars), online courses, and online conferences) customers can contact us at any time by telephone, in writing or by email to the Akademie Deutscher Genossenschaften e. V., Schloss Montabaur, 56410 Montabaur Telephone: +49 26 02 14-0 Telefax: +49 26 02 14-1 21 Email: [info@adg-campus.de](mailto:info@adg-campus.de).

13.5 Any deviating agreements or ancillary agreements must be in written or text form to be effective. Section 305 b BGB (German Civil Code) otherwise remains unaffected.

Issued: January 2023

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[www.adg-campus.de](http://www.adg-campus.de)