

## GENERAL TERMS AND CONDITIONS FOR CUSTOMISED TRAINING PROGRAMMES

### 1. Bookings / Orders

- 1.1. The customer's order is based on WS Service GmbH's offer for the implementation of customised training programmes and must be made in writing.
- 1.2. Every order is confirmed in writing by email.

### 2. Invoices and Payment Terms

- 2.1. The prices indicated for customised training programmes are net prices.
- 2.2. Invoices will be sent to the address provided by the customer after the training has been completed.
- 2.3. The invoiced amount is due for payment immediately upon receipt of the invoice and should be paid into WS Service GmbH's account, which is indicated on the invoice.
- 2.4. If the customer defaults on a payment, WS Service GmbH is entitled to charge interest on arrears at the statutory rate.

### 3. Cancellations

- 3.1. Cancellations may only be made in writing. Cancellations can be made free of charge up to 31 calendar days before the training is due to take place. Cancellations received less than 31 calendar days before the training is due to take place will be subject to a cancellation fee of 50%. For cancellations received from the seventh day before the start of the training, the full agreed fee/price will be charged.
- 3.2. The contracting parties are entitled to withdraw from the contract in whole or in part at any time for important reasons attributable to the sphere of the other contracting party. An important reason attributable to the sphere of the other contractual partner is deemed to exist particularly if
  - a) bankruptcy proceedings have been instigated against the assets of the other party, or the petition for bankruptcy has been dismissed due to lack of assets to cover the costs, or
  - b) the company of the other party goes into liquidation, or
  - c) a claim for compensation is made in respect of the contracting party's company.

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## 4. Changes to Bookings

- 4.1. Due to the long-term planning involved, the organisers reserve the right to make organisational changes to the programme for reasons beyond their control, such as changing dates and/or trainers and cancelling events. The customer will be informed of such an eventuality in a timely and suitable manner. A change of trainer or postponement of the course does not entitle the customer to withdraw from the contract or to reduce the fee, provided that the subject matter and level of the course are not significantly affected.
- 4.2. If an event is cancelled due to an instructor's illness or other unforeseen event, there is no entitlement for the event to take place. Compensation for expenses incurred and other claims against WS Service GmbH cannot be derived from this. The same applies to postponements or changes to the timetable of the agreed customised training programme, which may become necessary at short notice.

## 5. Warranty conditions

- 5.1. WS Service GmbH does not guarantee the success of the training.

## 6. Data Protection

- 6.1. WS Service GmbH, Ghegastraße 3, A-3151 St. Georgen am Steinfeld, FN 408141h is responsible for the processing of personal data arising from the organisation's handling and documentation of customised training programmes. The contact details of WS Service GmbH's data protection officer and further information on data protection can be found at [www.ws-akademie.at](http://www.ws-akademie.at).
- 6.2. If the customer provides data of natural persons different from him/herself (e.g. seminar participants or contact persons) in the context of contacting or booking customised training programmes, the customer is obliged to inform these persons of the privacy policy, available at [www.ws-akademie.at](http://www.ws-akademie.at).

## 7. Disclaimer

- 7.1. WS Service GmbH assumes no liability for personal belongings of participants, including any learning materials provided. No liability claims can be made against WS Service GmbH from the application of knowledge acquired within the framework of the WS Academy GmbH.

## 8. Applicable Law, Place of Jurisdiction

- 8.1. This contract is exclusively subject to Austrian law, to the exclusion of UN sales law and international private law.
- 8.2. The contracting parties shall attempt to settle any disputes arising from or in connection with this contract, including questions about its validity, amicably in the first instance. Should this not prove possible within a reasonable period of time, the jurisdiction of the relevant court in St. Pölten shall be agreed for any disputes arising from or concerning this contract.

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## 9. Miscellaneous

- 9.1. All teaching materials issued within the scope of the training courses may only be used and in particular duplicated, distributed, made accessible to the public or put into circulation with our express consent.
- 9.2. The participants of the training courses must follow the instructions of the trainer.
- 9.3. Any changes and additions to the contract must be made in writing.
- 9.4. Should one or more provisions of this contract be or become invalid, ineffective, unworkable or unenforceable, such a defect shall not affect the remaining provisions of this contract. Any defective provision shall be deemed to be replaced by a valid, effective, workable and enforceable provision that comes closest to the economic and legal effects which the parties to the contract expected from the defective provision. Headings in this contract are for convenience only and do not define or limit its terms.
- 9.5. General and other contractual terms and conditions and suchlike of the customer are invalid, even if WS Service GmbH does not contradict them. Agreements deviating from the terms and conditions stipulated here are only legally effective if they are confirmed in writing by WS Service GmbH in the order confirmation.
- 9.6. The customer is obliged to maintain secrecy concerning the information (trade secrets) that comes to his attention in the course of the fulfilment of the contract. S/he must also impose this obligation on the participants of the training courses.

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