

General Conditions of Participation

Herding Akademie / Herding GmbH Filtertechnik ("Organiser")

The Herding Akademie is a division of the company Herding GmbH Filtertechnik

1) Scope of application

The following terms and conditions apply to contracts between the Organiser and the respective contracting party. They apply exclusively. Deviating terms and conditions are only valid to the extent that the Organiser has expressly agreed to them. Individual agreements between the Organiser and the contracting party have priority over these General Terms and Conditions in any case.

2) Conclusion of contract

The event offer on the Organiser's website or other advertising media is subject to change and is non-binding, in particular with regard to the stated participation fee. Registrations for a seminar, a course or a conference of the Organiser must be made online via the Organiser's website using the registration forms provided for this purpose or in writing by letter or e-mail. The registration is binding and will be considered in the order in which it is received. The contracting party will receive a confirmation of registration. Early registration is recommended. The automatically generated confirmation of receipt, which the participant receives by e-mail when registering online, does not constitute a declaration of acceptance regarding the conclusion of the contract. A contract between the participant and the Organiser is only concluded when a registration confirmation is sent by e-mail.

The following supplementary regulations apply to digital learning content, taking into account the special features of this learning format: After the binding registration (offer) by the contracting party, the Organiser sends a registration confirmation including access data for the digital learning offer (acceptance). The fee includes the participation in the digital learning offer as well as the associated documents and documentations. Each participant receives a personal access for the respective digital learning offer from the Organiser. The use of the digital learning offer is limited to this participant and to a certain period of time. Passing on the access data to third parties is prohibited. In case of violation, the Organiser reserves the right to block the access data of the respective contracting party.

3) Terms of payment

The participation fee is due upon receipt of the invoice before the start of the event. The fees are due immediately after invoicing without deductions and by stating the invoice number for payment by bank transfer to the account indicated.

4) Cancellation by the contracting party

The registration is the basis of the Organiser's resource planning. When booking speakers, event rooms, catering etc., the Organiser must commit himself in time to be able to realise a good quality of the event at reasonable prices. Therefore, the registration for an event must be considered binding. Should the contracting party nevertheless cancel the contract, the following cancellation conditions apply (the day of the event is not counted in the calculation of the deadline):

- » If you have to cancel, you can do so easily and free of charge up to 15 days before the event. Cancellation must be made in writing.
- » For cancellations received within 14 days to 6 days before the start of the event, we will charge a flat rate for expenses incurred amounting to 50% of the regular participation fee.
- » For cancellation received within 5 days of the start of the event or for non-participation and without prior cancellation, we will charge you 100% of the total event fee.
- » The flat rate is not applicable if an alternative date or substitute participant is registered. The contracting party reserves the right to prove that the damage suffered by the Organiser is less.
- » The cancellation fee is due immediately after invoicing without deductions and by stating the invoice number for payment by bank transfer to the account indicated.

The following supplementary regulations apply to digital learning content, taking into account the special features of this learning format: After receipt of the confirmation of registration including access data by the contracting party, the full participation fee will be charged. Participation in the digital learning offer can then no longer be cancelled free of charge by the contracting party.

5) Right of revocation for the consumer

Consumers have a statutory right of revocation for distance selling contracts. Consumer in the sense of § 13 BGB (German Civil Code) is every natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor his independent professional activities.

General Conditions of Participation

Revocation policy and right of revocation

You have the right to revoke this contract within 14 days without giving reasons. The revocation period is 14 days from the day of the conclusion of the contract. In order to exercise your right of revocation, you must inform the Organiser of your decision to revoke this contract by means of a clear written declaration (letter or e-mail). 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, the Organiser must refund all payments received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by the Organiser), immediately and at the latest within 14 days from the day on which the Organiser receives the notification of your revocation of this contract. The same means of payment that you used for the original transaction will be used for this refund, unless expressly agreed otherwise with you; in no event will you be charged for this refund. If you have requested that the service should commence during the revocation period, you must pay the Organiser a reasonable amount corresponding to the proportion of the services already provided by the time you inform him of the exercise of the right of revocation in respect of this contract compared with the total amount of the services provided for in the contract.

6) Programme changes and cancellation by the Organiser

In exceptional cases, the Organiser reserves the right to change the programme schedule, to change trainers and to cancel an event due to an insufficient number of participants (up to 14 days before the planned start of the event) or for other important reasons for which the Organiser is not responsible (e.g. sudden illness of the speaker, force majeure).

The participants will be informed immediately in case of a cancellation of the event. In any case, the Organiser is only obliged to refund any fees already paid. The costs of any train and plane tickets and hotel rooms already booked by the participant will not be reimbursed. In all other respects, Clause 10 shall apply.

7) Event documents and documentations

Any transfer of use of event documentations and training documents to third parties, whether against payment or free of charge, requires the prior written consent of the Organiser. The event documentations and training documents issued and/or made available on the internet are protected by copyright and may not be reproduced – even in part – without the consent of the Organiser. We shall make the documents exclusively available to the respective contracting party. In particular, the publication of audio or video files, digital presentations, photo protocols or scripts in publicly accessible portals on the internet is prohibited.

8) Image and sound recordings

Image or sound recordings within the framework of an event require the prior written consent of the Organiser in any case. The same applies to any subsequent use of image or sound recordings of the event. During the events, images of participants can be taken for later use in a photo protocol. These photo protocols will be made available exclusively to the participants of the event concerned. If a participant does not agree with the inclusion of his or her person in the photo protocol, he or she must inform the event manager on site in good time.

9) Provision of participant lists

We intend to provide participants with a printed or electronic participant list within the framework of our events, including the name and position of the participants as well as the name and location of the participant's company. If you do not agree with the inclusion of your data on the participant list, please contact datenschutz@herding.de.

10) Liability

The Organiser is only liable within the scope of fulfilling his contractual obligations for his own intentional or grossly negligent breaches of duty or those of his legal representatives or his vicarious agents. In the event of a breach of an essential contractual obligation, there is comprehensive liability, but in the case of slight negligence, this is limited to contractually typically reasonably foreseeable damage. The liability of the Organiser or his legal representatives as well as his vicarious agents for damages resulting from a culpable injury to life, body or health as well as for the compliance with possible guarantee promises remains unaffected.

General Conditions of Participation

11) Data protection notice

The collection, processing and use of the contracting party's personal data is carried out in strict compliance with the General Data Protection Regulation and the German Federal Data Protection Act. The data will be used and processed exclusively for settlement and invoicing purposes and for the purpose of sending the contracting party information material from Herding Akademie and Herding GmbH Filtertechnik by post or e-mail. In this case, the contracting party can also be addressed directly by Herding GmbH Filtertechnik. The contracting party may at any time object to the processing and use of his personal data for the purpose of providing information about current offers from Herding Akademie and Herding GmbH Filtertechnik with effect for the future. The objection should be addressed to: Herding GmbH Filtertechnik, August-Borsig-Str. 3, 92224 Amberg/Oberpfalz or datenschutz@herding.de.

You can find further information on the processing of personal data and on your rights as a data subject under www.herding.de/datenschutz.

12) Continuance regulation

Should individual provisions of these terms and conditions be or become invalid in whole or in part, the validity of the remaining provisions of the contract shall not be affected.

13) Place of jurisdiction and choice of law

The place of jurisdiction for all disputes arising from the contract between the Organiser and the contracting party is the registered office of the Organiser, Amberg/Oberpfalz, Germany, if the contracting party is a merchant, legal entity under public law or special fund under public law.