



Enterprise Architecture
Office and Consulting

General Terms and Conditions for Public Training Courses / Seminars

Valid from: December 5th 2020



The following terms and conditions apply to all public training courses / seminars offered by Scape Consulting GmbH (to be referred to as "Scape" in the following).

Registration

Registrations must be made in text form (e.g. by web form, e-mail or fax) and represent your binding offer. After receipt of your registration, you will receive our declaration of acceptance in the form of a registration confirmation by e-mail to the e-mail address you have provided. There is no right to attend the course in case you have not received the confirmation of registration.

Course Fees

Course fees are due for payment in advance to the course or 30 days after receipt of the invoice, respectively. Fees are to be paid by transfer to the account given in the invoice. Payment by credit card, check, or any other means is not possible. All fees are in Euro and per person, plus value-added tax.

Course Offering / Scope of Services

The scope of services results from the description of the training or seminar. The trainings or seminars are offered both as face-to-face events and as online events.

The training documents are also included in the participation fees. The training documents are provided on site in printed form by Scape or sent as PDF by e-mail or in printed form by post in advance. In face-to-face events catering (drinks during breaks, lunch, etc.) is also included in the participation fees. Travel and accommodation costs are not included in the participation fees and must therefore be paid by the participant.

In the case of online events, the trainings or seminars are held using a video conferencing solution. Scape uses different video conferencing solutions such as Microsoft Teams, Zoom etc. The participant will be informed about the used video conferencing solution by e-mail in advance. The e-mail contains the registration / login data (e.g. the link to the video conferencing solution, user name, and password) as well as a detailed description of the registration / login process. The participant is obliged to protect his login data from access by unauthorized third parties. The participant may not disclose the playback of the online event to unauthorized third parties, in particular he / she may not record, save or stream the playback on his / her own terminal device. In the event of misuse, Scape may block the participant from the online event in whole or in part.

In case that an online training or seminar shall be recorded, Scape will notify the participant expressly and in due time before the start of the event; Scape shall also obtain any necessary consent (e.g. consent under data protection law) or other legal statement in due time before the start of the event.

Material / Copyright

The training material (or any parts thereof) and any other content of the training or seminar may not be used for commercial purposes, and may not be copied, distributed, or otherwise made publicly accessible without Scape's written permission.

Right of Withdrawal for Consumers

A consumer (i.e., private customer) has the right to withdraw from course registration and the associated agreement within 14 days without giving reasons. The withdrawal period is 14 days from the day on which Scape confirms the course registration. To exercise the right of withdrawal, it is required to notify Scape about the decision to withdraw from the agreement by means of an unequivocal statement (e.g., a letter sent by post, fax, or email). To meet the withdrawal deadline, it shall suffice to submit the notification about the exercise of the right of withdrawal before expiry of the withdrawal period. In case of a withdrawal, Scape shall, without undue delay and at the latest within 14 days from the day on which the notification about the exercise of the right of withdrawal has been received, reimburse any payments already received. The reimbursement shall be carried out based on the same means of payment used for the original transaction, unless explicitly agreed otherwise. In no event may any fees be charged for this reimbursement. Should the course begin during the withdrawal period, the consumer will, in case of a withdrawal, be required to pay Scape an amount that is in proportion to what has been provided before the consumer exercised the right of withdrawal, in comparison with the full scope of services provided under the agreement.

Cancellation

Cancellations are possible free of charge until 14 days before the beginning of a course. Thereafter, the course fees become due in full and will not be reimbursed, also in case of a no-show or only temporary participation of a registered attendee. Substitute attendees from the same organization are accepted. Changes or cancellations must be done in text form. The right of withdrawal for consumers remains unaffected. Scape itself reserves the right to cancel a course until 14 days prior to its start date in case of an insufficient number of registrations (i.e., the minimum number of participants required for the delivery of a specific course has not been reached). A course may also be cancelled on short notice for organizational reasons (e.g., venue failure) or due to illness of the trainer. Course fees already paid will be reimbursed in this case. Further claims do not exist.

Liability

Pursuant to the statutory provisions, Scape shall be liable without limitation for damages (i) in the event of wilful intent or gross negligence, (ii) in case of culpable injury to life, limb, or health, (iii) in accordance with the product liability law, and (iv) for the assumption of a guarantee. In addition, Scape shall be liable for foreseeable damages typical for this kind of agreement in case of slight negligence by Scape itself or one of its legal representatives or vicarious agents in relation to essential duties, the fulfilment of which enables the agreement's proper execution (and for which a breach would thus endanger achievement of the agreement's purpose) and the other party may rely upon.

Other Terms

In case any one or more of the provisions contained herein shall for any reason be held invalid or unenforceable, this shall not in any way invalidate or affect any other provision. The laws of the Federal Republic of Germany shall apply exclusively. The exclusive place of jurisdiction for any disputes shall be Frankfurt / Main, provided that the involved parties are merchants.

