

General Terms and Conditions for Course Registrations

Status: October 2007

1. Registration

1.1.

Your registrations can be sent in writing to the Training Department via post, fax or e-mail. The registrations will be processed according to the sequence of their receipt. If a course is already booked out for the date desired, you will be put on the waiting list. Klopotek will not automatically change your booking to the next available date.

1.2.

After your order has been processed you will be sent confirmation of your registration. This will include information on the course start and end dates, the training course fee and any course specific details.

1.3.

Please contact our Training Department if you do not receive notification from K&P within ten days.

2. Cancellation

2.1.

Cancellations have to be sent in writing, via post, fax, or e-mail.

2.2.

50% of the course fee will be charged if your cancellation is received less than fourteen calendar days prior to course begin.

2.3.

For cancellations received seven calendar days or less prior to the start of the course the full course fee will be charged.

2.4.

The cancellation fees stated under paragraphs 2.2 and 2.3 are also valid when courses have been rebooked to a later date.

2.5.

If a training course is cancelled by K&P due to organizational reasons then compensation claims other than the course fees cannot be invoked.

3. Fees

3.1.

The fees printed in the training course overview are per participant. The course fee includes a complete set of training material and a lunchtime snack. All prices are subject to VAT. Payments are due when invoiced. Cash discounts will not be granted.

3.2.

The listed course fees are subject to change without notice.

4. Performance

4.1.

Training policy and course times are binding

4.2.

Infringements can lead to expulsion from the training course. There is no entitlement to a fee refund in such cases.

5. Data Privacy

5.1.

K&P stores and processes person-specific data on the training participants, within the K&P group, according to the regulations of the data privacy laws.

6. Warranty, Liability

6.1.

Teaching and exercises are designed so that a participant who is paying attention can achieve the course objective. Normally, one PC or one terminal is available for each participant or at the very most one each for two participants. K&P is not liable for the successful completion of the course.

6.2.

After the course has finished, the participant will be sent written confirmation concerning course participation and the course content.

6.3.

Compensation claims will only be acknowledged on proof of intent or gross negligence. The liability is limited, in the case of gross negligence and the lack of quality for which K&P has given a guarantee, to the usual coverage provisions for damage which could have been prevented by the breached obligation or guarantee. This liability limitation is not valid for personal injury and for liability according to the Product Liability Act. Exceptions for contributory negligence remain open.

After notification of the basis for the claim, all claims against K&P concerning damages or compensation for wasted expenses in the case of contractual or non-contractual warranty – except in cases of intent and or personal injury - are subject to a limitation period of one year. The statute of limitations comes into force at the latest 2 years after the origin of the reason for the claim.

6.4.

No liability is assumed for objects brought into a training course by the participants.

6.5.

The course participants are liable to K&P for any damages resulting from passing on training material that has not been authorized in writing.

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7. Copyright

7.1.

All rights, translations, copies and reprinting of training material, even in the form of extracts are reserved by K&P. No reproductions can be made without written permission from K&P.

8. Validity of Regulations

8.1.

Only these terms and conditions of participation are valid. Other terms are not part of the contract, even if not explicitly contradicted by K&P.

9. Applicable law and place of jurisdiction

9.1.

For all disputes between the contractual parties in Germany, the place of jurisdiction is Berlin. Only German law is applicable.

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