

General Terms and Conditions for Training (GTC)

Status: June 11, 2024.

Terms

arc42 within the meaning of these GTC is a civil law partnership of Dr. Peter Hruschka and Dr. Gernot Starke. Hereinafter referred to as arc42 or “We”.

“Trainings” within the meaning of these GTC are the events offered on this website (synonyms are trainings, seminars, courses), regardless of whether they are held on-site or online.

“Customers” within the meaning of these GTC are:

- persons who take part in our training courses (participants)
- Organizations that register persons for our training courses (registrants)

Validity

- Our terms and conditions apply exclusively;
- We do not recognize any terms and conditions of customers that contradict or deviate from our terms and conditions unless we have expressly agreed to their validity in writing.
- These terms and conditions shall apply even if we are aware of terms and conditions of the customer that conflict with or deviate from our terms and conditions.

Identity and addresses of the service providers

Dr. Peter Hruschka and Dr. Gernot Starke are individually fully authorized to represent and dispose of arc42. In particular, both may individually confirm registrations and issue invoices for training courses.

| Dr. Peter Hruschka | Dr. Gernot Starke |
|---------------------------|--------------------------|
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E-Mail: info_at_arc42_dot_en

Registrations

- Registrations for our training courses must be made via our online form or in writing (e-mail, letter with all the information required in the online form).
- You will receive a confirmation of registration from us shortly.
- Registrations are binding.
- A contract is concluded as soon as arc42 confirms the registration by e-mail or in writing.
- We reserve the right to reject individual registrations of one or more persons without giving reasons.

Explanation of the rejection of registrations

Don't worry, we will only turn you down if our dates are already fully booked.

In this case, we will normally offer you an alternative date AND a place on the waiting list.

Prices

- All prices are subject to VAT at the statutory rate.
- Prices are valid for one person.
- Early bird prices apply exclusively to
- Registration via our online registration form or by e-mail or letter AND
- Invoicing by e-mail and invoice in PDF form.
- Our prices include the seminar and detailed training documentation.
- If we conduct a training course on site, lunch and refreshments during breaks as well as conference drinks are included.
- Catering is not included in the price for online courses.
- Invoice amounts are payable strictly net within 14 days of receipt of invoice. Discounts are not granted.
- Only timely receipt of payment (as per invoice) entitles the participant to participate.

Explanation of invoicing by e-mail and PDF

Some organizations force us to submit invoices via portals.

In such cases, we always offer training courses at the normal price without discounts or early bird prices or similar.

Data collection and use

By registering, customers expressly agree that we may electronically record the data (name, address, e-mail) of the participating and registering persons and use it for the preparation, organization, implementation and follow-up of the training courses.

Deregistration

- Cancellations must be made in writing (preferably by e-mail).
- The following rules apply to cancellations or withdrawals:
 - Cancellation is possible free of charge up to 21 days before the start of the event.
 - Cancellation up to 14 days before the start of the course 50% of the participation fee.
 - Cancellations after this time will be charged in full.
- If registered persons do not show up for training, the participation fee is due in full.
- If you cancel, you can of course nominate another person to replace you (even at short notice) at no extra cost.

Cancellations in case of illness

The participation fee is also due in the event of illness in accordance with section [Cancellation](#).

We always try to find a good arrangement for both sides.

If possible, we will try to find a replacement date for the sick person as soon as possible.

For these alternative dates we offer a 50% discount on the then applicable participation fee.

Cancellations on our part

In the event of insufficient demand or other reasons for which we as the organizer are not responsible, a training date may be cancelled even after confirmation of participation or registration.

- In this case, you will receive a refund of all fees already paid.
- There are no further claims against the organizers or the instructors.

Right of withdrawal

You have the right to withdraw from your registration within 14 days of registration without giving reasons.

This withdrawal must be made in writing (analogous to the registration), preferably by e-mail.

Copyright and rights of use of documents

The training or exercise documents issued by arc42 may **under no circumstances be reproduced, modified or passed on in any form without our written permission.**

This applies both to public use and to any adaptations for the organization or implementation of your own events.

All trademarks or service marks listed by us are the property of their respective owners.

Severability clause

Should individual provisions of these GTC be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions of the GTC.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.