

GTC Terms and Conditions

for the offer of European Academy
for Taxes, Economics & Law

§ 1 Scope – Subject of contract - Contractor

(1) The GTC apply to the participation in all training activities such as courses, seminars, workshops, trainings („Event“) offered and conducted by European Academy for Taxes, Economics & Law („EA“), including all goods and related services, unless otherwise agreed, e.g. by agreeing on special conditions.

(2) Legal provider of services from EA and the sole contractor of all services is EuroAcad GmbH represented by the Managing Director Christoph Brauner Linkstraße 2, Level 8 in 10785 Berlin, Germany, registered with the local register court of Charlottenburg, HRB 15132B.

(3) EA provides its services exclusively to entrepreneurs in the meaning of section 14 of the German civil code (BGB), legal entities of public law and to public-law special funds („Customer“). Only those persons become contractors of EA. The persons that have been designated and registered by a Customer for an Event („Participants“) do not become contractors of Euro-Akad. The offer is not directed to consumers.

(4) These GTC apply exclusively; EA does not accept any conflicting or deviating terms and conditions of Customers, unless EA has agreed explicitly to them in writing. These GTC apply also if EA renders its services unconditionally in knowledge of conflicting or deviating terms and conditions of Customers.

§ 2 Offer - Registration - Contracting

(1) The Customer can register for Events via the booking form on the internet, mail, fax or email. A booking is accepted and a legally binding contract is entered if Euro-Akad accepts explicitly the registration of the Customer or does not reject the booking within seven days after receipt of the completed and signed booking form in writing. The contract becomes legally binding at the latest once the full booking fee has been credited on the bank account of EA. In addition, EA will confirm the booking to the Customer by email. A partial booking is only possible if parts of an Event have been declared partially bookable.

(2) Registrations are always handled in the order of receipt. If one booking cannot be considered, the relevant Customer will be informed promptly.

§ 3 Service of EA

(1) Content, extent, duration and other details of the Event and the services are set forth in the publications of EA on the Events and are the basis for the booking of the Customer.

(2) The event fee is per person and event date. It includes - as far as announced – the event documents, lunch and beverages. Furthermore, the issuance of a participation certificate is included. Hotel accommodation / overnight stay / travel arrangements are not included.

§ 4 Event fee and charges – Payment conditions – Set-off

(1) Unless agreed otherwise, the event fees set forth in the publications on the Events apply. Furthermore, EA may charge additional charges for additional services as incurred (e.g. handling of visa invitations, changes to invoices, mailing of invoices, etc.) according to the price list published on the website of EA at the time the contract is concluded. VAT applicable on the day of invoicing must be added to all prices.

(2) The Customer is obliged to pay the agreed fee and any additional charges in advance, i.e. before the start of an Event. Invoices are due immediately upon receipt without any deduction. Invoices are sent electronically. A Customer who does not make the payment within seven days after the due date is in default. If a Customer is in default, EA is entitled to charge interest in the amount of 8% above the base rate fixed by the European Central Bank. If EA proves a higher amount of damage caused by the delay of payment, EA may assert a claim for such higher amount.

(3) Instalments are accepted only in exceptional cases and only based on an individual written agreement. Payments shall only be made based on invoices or made by wire transfer. Cash or credit card payments are accepted only if previously agreed by EA. Payments by bill / check will not be accepted.



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(5) A set-off by the Customer is only possible with claims that have been awarded by a final court judgment, have been recognized by EA or are directly linked to the main claim of EA.

(6) A settlement via credit card on the website is carried out by: HUELLEMANN & STRAUSS ONLINE SERVICES S.à r.l. ; 1, Place du Marché; L-6755 Grevenmacher; R.C.S. Luxembourg B 144133; email: info@hso-services.com; managing director: Ramona Spies Heiko Strauss. This does not apply for credit card payments made over the phone.

§ 5 Withdrawal by the Customer - Cancellation

(1) Cancellations must be made in writing or in text form. For a cancellation more than 30 days before the Event, a processing fee of 80.00 plus VAT is due immediately. The remaining conference fee after deduction of the processing fee will be refunded. For a cancellation more than two weeks before the Event 50% of the event fee and additional charges plus VAT have to be paid by the Customer. In case of a no show or cancellation within a period of two weeks before the Event, the full fee for the Event plus VAT is due and payable. The Customer is free to prove that the damage caused to EA was smaller or did not exist. EA accepts substitute Participants at no additional cost replacing the originally registered Participant if EA is informed of the substitution at least three days prior to the Event.

(2) A partial / daily cancellation of an Event and a substitution for a part of the Event or on a daily basis is not possible.

(3) If the event fee including any additional charges is not paid on the day of the Event or can the payment not be clearly proved, EA can exclude the relevant Participant from the Event. Nonetheless, the event fee remains due immediately and can be claimed by EA by enforcement or in court proceedings.

§ 6 Cancellation / Changes by the organiser / Exclusion of participants from the Event

(1) EA is entitled to withdraw from the contract for

cause, irrespective of other reasons, in particular if: there are not sufficient registrations for an Event; or the Event has to be cancelled due to reasons that are not under the control of EA (e.g. force majeure, strike, due to absence of a speaker, disruptions at the venue). In the aforementioned cases all paid participation fees will be fully refunded. EA will inform Customers as early as possible in such cases. A cancellation due to an insufficient number of registrations will be communicated by no later than two weeks before the Event.

(2) Claims for damages of Participants are excluded in those cases, unless such costs are incurred due to gross negligence or wilful conduct on the part of EA or its agents. In case of disruption of its services, EA commits to undertake all reasonable measures to contribute to remedying or limiting the disruption. Should EA reimburse travel expenses in certain cases out of goodwill, this shall constitute an exception.

(3) EA reserves the right to substitute speakers by others and make any necessary changes to the Event program or to relocate the venue while maintaining the overall character of the Event as required.

§ 7 Copyrights, Privacy policy and Lists

(1) The documentation/records distributed at the Event are protected by copyright. Copying, dissemination or any other commercial use or commercial exploitation of the documentation - including excerpts - is permitted only with the express written consent of EA. Participants may not take any pictures or make audio and/or video recordings of the Events without the express written consent of EA. EA reserves all rights.

(2) The names of the Participants and the Customers including their addresses can be made available to the other Participants and be communicated (including the relevant addresses) to a company responsible for the mail delivery. Customers or Participants have no right to claim the handover of the list of Participants of the visited Event.

(3) Customer and Participant agree to the recording

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(video, photo, audio etc.) of their person at an Event and consent that these recordings may be used, exploited and/or published by EA.

(4) The privacy policy published on the website of EA applies. Besides, the statutory provisions apply.

§ 8 Liability

(1) The Events are carefully prepared and performed by qualified speakers. EA accepts no liability for being up-to-date, the accuracy and the completeness with respect to the documentation distributed at the Event and the conduct of the Event and/or any other contents of the Events, provided that there is no intention or gross negligence of EA or its agents.

(2) Our liability for breach of contract and for tort is limited to intent and gross negligence. This does not apply to injury to life, limb or health of a Participant, or claims regarding the breach of cardinal obligations, i.e. of obligations arising from the nature of the contract, breach of obligations that endangers the purpose of the contract, or a damage caused by delay (section 286 BGB). In that regard, EA is liable for every degree of fault. As far as damage does not result from injury to life, limb or health

of the Customer, EA is only liable for typical damages.

§ 9 Place of performance – Choice of law – Jurisdiction – Miscellaneous

(1) If the agreement provides for nothing else, the location of payment is the registered office of EA in Berlin. The location of performance is Berlin.

(2) The law of the Federal Republic of Germany shall apply to this agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(3) Agreements with entrepreneurs, legal entities of public law and to public-law special funds are subject to the exclusive jurisdiction of the competent court for our registered place of business. EA may also sue the Customer at its general place of jurisdiction.

(4) All legally relevant declarations and notifications which the Customer makes vis-à-vis EA or a third party shall require text form or be made in writing, unless otherwise provided in these GTC.

Status: September 2019