

Conditions of participation for "courses, exams and other events" of GSI mbH

01. General

These conditions of participation apply to all courses, examinations and other events that are carried out by GSI mbH in their educational institutions. They apply both to consumers in the sense of § 13 BGB and for entrepreneurs within the meaning of § 14 BGB.

02. Prerequisite for Participation

Fundamentally, the courses of GSI mbH are open to everyone, provided that the participant fulfills the personal requirements applicable to the respective course.

Admission to the examination may be subject to special admission requirements which must be met in person by the participant if he or she intends to undertake an examination. Participation in a course does not justify the right to undertake the exam.

03. Registration

Registration for courses and examinations are required at least in writing and can be made on the Internet at www.gsi-slv.de or by using a registration form, which can be obtained from GSI mbH.

Registrations are considered as binding offers of contract.

If the test is carried out by an external testing organization, another application is required. The necessary documents will be provided at latest by the beginning of the course.

The contracting party (hereinafter also referred to as the "orderer") of GSI mbH becomes the company registering the participant (s) and / or the self-pending private person registering as a participant.

04. Contract

With the confirmation of the registration by GSI mbH the contract with the customer comes into effect. Registration confirmation is at the very least in writing.

05. Terms of Payment

5.1. For each participant an individual invoice is created. For participants who are not themselves ordering or who are being trained at the expense of another third party, the invoice will be sent to the purchaser or other third party. Regardless of the assumption of costs by third parties, the purchaser remains the contractual partner of the agreed service.

5.2. Cash payments are deemed to have been received when they have been confirmed by GSI mbH with signature and stamp.

5.3. The course or examination fees are to be paid by the beginning of the course or examination.

In the case of courses lasting more than three months, the course fees or examination fees may even then be paid up until the start of the course or examination.

At least, however, three-monthly installments, each in advance has to be paid. The first installment is due at the beginning of the course or examination.

The installment amounts in each case to part of the total course price, which is relative to the probable course duration and is allotted to a period of time for which the installment is to be paid.

06. Substitute Participant / Cancellation / Interruption / Discontinuation

6.1. The purchaser is entitled to name a substitute participant at no additional cost, provided that he meets the personal requirements for the respective course and examination. Irrespective of this, the purchaser as the contracting party remains the debtor of the agreed service.

6.2. For cancellations up to two weeks before the start of the course / exam, a fee of € 30.00 will be charged. If you cancel within 14 to 8 days before the beginning of the course / exam, 25% of the course / examination fee will be charged. If you cancel within 7 days before the beginning of the course / exam, you will be charged 50% of the course / exam price. In case of non-attendance, the full course / examination fees will be charged.

6.3. Interruption or termination of participation in a course or examination does not release one from the obligation to pay the course / examination fees.

In the case of special training, the full daily rates are charged for started days of training and the full examination rates for examinations.

If the participant has been legally registered for several consecutive courses, in the case of proven non-culpable and final participation prevention (for example due to illness or accident) the prices for courses or parts of courses already started shall be paid up to the date of participation in the course.

6.4. If the purchaser furnishes proof that GSI mbH did not incur any economic disadvantage or that the economic disadvantage of GSI is lower than the flat-rate amount according to 6.2 or 6.3, GSI mbH has no or only one payment claim in amount of proven economic disadvantage.

6.5. Both the naming of a substitute participant and the cancellation is required at the very least in writing (eg e-mail or fax).

6.6. The statutory right of withdrawal for consumers as well as the right to extraordinary termination for cause remains unaffected in the above provisions in 6.1. to 6.5. .

07. Examination Acceptance / Certification

GSI mbH is entitled to have all examinations and certifications performed by an external testing and certification organization (eg DVS-PersZert, TÜV Nord, Frosio).

08. Loss of Lesson Hours

If GSI mbH is prevented from holding individual lessons due to events for which it is not responsible, there is no claim to their recovery, nor shall this entitle it to reduce the price or withdraw from the contract. The right to extraordinary dismissal for good cause remains unaffected.

For further claims, GSI mbH shall be liable in accordance with the provisions of 11.2. otherwise, liability is excluded.

09. Organizational Changes / Cancellation

Organizational changes (for example change of speakers, changes in the schedule, relocation of the venue) are expressly reserved insofar as the overall character of the course is maintained (also referred to as reasonable alterations below).

If there is an important reason, in particular if the number of participants is too low, if there are no speakers or force majeure, GSI mbH is entitled to cancel courses or examinations.

GSI mbH will promptly announce reasonable changes or cancellations.

Reasonable changes are neither entitled to a price reduction nor to withdrawal from the contract. The right to extraordinary termination for good cause remains unaffected.

In case of cancellation, the already paid course / examination fees will be refunded immediately. For further claims, GSI mbH shall be liable in accordance with the provisions of 11.2. otherwise, liability is excluded.

10. Workshop Rules / Protective Equipment

10.1. The participant must follow the workshop regulations of the educational institution as well as the instructions of the training staff and the examination board.

10.2. If the participation in the course / examination requires the wearing of suitable protective equipment, this must be brought by the participant.

10.3. In the case of culpable, multiple or more serious breaches of duties from 10.1. and 10.2. the participant can be excluded from further participation in the course or exam. An exclusion from further participation in the course or exam does not exempt the customer from the obligation to pay the course / examination fees.

11. Insurance / Liability

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11.1. The participant is insured during the training within the legal regulations against accidents.

11.2. GSI mbH shall be liable for damages or futile expenses of the purchaser as well as for damages or wasted expenditure of the participant, irrespective of the legal grounds, in the case of fault liability only in cases of intent and gross negligence, but not in case of simple negligence.

In the event of injury to life, limb or health, GSI mbH is liable, even in the case of ordinary negligence, subject to a lower liability according to the statutory provisions (for example, due diligence in its own affairs).

If essential contractual obligations are violated, GSI mbH is also liable in case of simple negligence. In this case, the damages of the purchaser and / or the participant to the typical contract, foreseeable damage is limited, as far as the GSI mbH is not liable for injury to life, limb or health. Substantial are such contractual obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and compliance with which may be regularly trusted.

Moreover, liability is excluded.

11.3. If the purchaser himself is not a participant, he or she has a debt of the participant to the same extent as his or her own culpability. The customer is also liable for intentional behavior of the participant.

12. Handing out of Testimonies and Certificates

Course certificates, test certificates and testimonies remain the property of GSI mbH until full payment and are only handed over to the purchaser and / or participant after payment of the invoice.

13. Public Granted Participants (eg AZAV grant)

13.1. Participants who have received a public grant or have applied for it (eg from the Employment Agency or the job center) receive detailed information and intensive advice on the contents and objectives of the course as well as the type of completion of each module.

13.2. Notwithstanding 5.1. applies:
For participants receiving a public grant, the costs will be billed directly between GSI mbH and the public sponsor (eg the employment agency or the job center).

13.3. Notwithstanding 6.2. and 6.3. applies:
For participants who receive a public grant and are entitled to a free cancellation up until the beginning of the course / exam. Participants who receive public funding can terminate their course participation at any time for good cause (elimination of funding or demonstrably starting work) without incurring any cost.

13.4. Notwithstanding 10.2. applies:
Participants who receive public grant are not required to bring personal and appropriate protective equipment.

14. Copyright and Terms of Use

The course documentation, software and other course materials provided by GSI mbH are protected by copyright and may only be used for personal use.

In the event that the course documents are included on a Tablet PC received for the course, before passing on the Tablet PC to third parties, the details of the respective license agreement must be observed, which is part of the course documents or software.

Audio and video recordings are not permitted during training sessions, exams and other events and may lead to exclusion from the course or event.

15. Computer Use

Access data for training computers may not be disclosed to third parties or made available to third parties.

The participant is obliged to use the software only for training purposes, not to reproduce, to modify or to pass it on to third parties or to make it usable for third parties.

Furthermore, the participant is not entitled to carry out configurations of hardware and software as well as installations of third-party software and external data on the training computer without the consent of the instructor.

Copyrights are to be observed.

16. Internet-/WLAN-use

16.1. The participant may not use the Internet on training computers for non-training purposes. Non-training purposes include, in particular, accessing or downloading pages with e.g. pornographic, politically radical, violence-glorifying or racist content. Furthermore, no uploads may be performed.

16.2. When using a GSI-SLV WLAN, the participant has to adhere to the, General Terms of Use GSI-SLV WLAN ', which are given to him at the latest at the beginning of the course and before using the WLAN for the first time.

17. Applicable Law / Place of Fulfillment /Jurisdiction

17.1. The contract is exclusively subject to German law.

17.2. Place of fulfillment of all mutual obligations is the place where GSI mbH provides its services.

17.3. For all contracting parties, except non-merchants, Duisburg is the agreed place of jurisdiction.

18. Final Provisions

18.1. If the purchaser is not a participant, he is obliged to fully inform the participant about the content of these conditions of participation before the start of the course / examination.

18.2. Should individual provisions of the preceding conditions of participation be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

Incidentally, the provisions of the Civil Code apply.

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Date Signature