

TERMS AND CONDITIONS RM Welge

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Preface

Terms and Conditions (AGB) apply to all services offered by RM Welge (such as events, courses, workshops, mandates, etc.). With registration or usage of our services, you agree to the terms and conditions. Deviations from these terms and conditions may only be made upon (written) agreements between the parties; individual agreements have priority over these AGB.

RM Welge reserves the right to amend and/or supplement provisions at any time. Any changes and updates will be published on the website. Applicable are the terms and conditions published at the time of order. It is up to participants to inform themselves about the current terms and conditions. Registrations made before the publication of updated conditions are not subject to change.

Registration / Payment Obligation

Subject to cancellation policy (see below), registration binds to pay the participation fee. Registration has to be in written form per internet, E-mail, or mail. RM Welge will acknowledge receipt of the registration form in writing.

Participation Fees

Subject to individual contracts and deriving agreements, participation fees are published in the internet (www.rmwelge.ch), and/or are given on flyer/flyers, and will gladly be made available on request. Errors and modifications are reserved.

Unless otherwise agreed or specified in the program description, the price is binding and understood to include the running of the course, training material, handouts, and certificate of attendance only.

Confirmation of Registration

A confirmation of participation, including information about the event and an invoice is sent out latest two weeks before the event.

In order to offer services like workshops under best conditions possible, a minimum and maximum number of participants might be set.

If the number of registrations exceeds the maximum limit of participants possible, registrations are considered in receiving order. If the minimum number of participants is not reached, the offer will usually not be executed and the participation fee is waived or reimbursed. In such a case, participants are not entitled to have interest paid on their fee payments. The Cancellation of an event due to not reaching the minimum number of participants can take place up to seven days before the event by phone or e-mail. No rights for compensation can be put forward.

Subject to the agreement of the participants, if the minimum number of participants is not reached, the offer may be postponed, or may nevertheless be carried out by, where appropriate, increasing the participation fee or reducing the number of lessons.

Implementing Courses

For organizational reasons, RM Welge reserves the right to

- relocate an event to another reasonable venue or postpone it to another date, subject to participant approval
- merge or otherwise modify offers, subject to the agreement of participants
- shorten or cut parts of the offer, subject to participants approval and/or appropriate reduction of the participation fee

RM Welge further reserves the right to exclude one or more participants due to inappropriate behaviour (libel, harassment, damage to property, etc.) from an offer. In this case, participation fees are not partially remitted or refunded.

Should one or more lecturers or trainers be unable to carry out his*her duties, RM Welge reserves the right to organize a replacement.

If this is not successful, the cancellation will be communicated as soon as possible by e-mail, telephone or personally. In such a case, a replacement date will be offered. If a participant is unable to accept the replacement date s*he must give immediate notification after the announcement of the appointment. In this case, the participation fee will be waived or reimbursed. Further claims on the part of the participant cannot be asserted.

Unattended lessons or unused offers are not refundable and losses cannot be made up later.

Cancellation Policy (cancellation by participants)

Any cancellations made (deregistration, termination, contract dissolution) after receiving a booking or registration confirmation come with effort. In dependence of the time of cancellation, fees can be partly or fully waived. Unless there is an individual (written) agreement, the following rules apply:

Time of cancellation	Costs of cancellation
30 or more calendar days before the event	Compensation for inconveniences of 50CHF
15-29 calendar days before the event	Compensation fee of 50% of the invoice
8-14 calendar days before the event	Compensation fee of 75% of the invoice
7 or less calendar days before the event	Compensation fee of 100% (no remit or refund)
Non-attendance	Compensation fee of 100% (no remit or refund)

Withdrawal deadline for individual coaching sessions is 24 hours prior to the appointed time. If the deadline is not kept, no remit or refund will be granted.

Any cancellation (deregistration, termination, contract dissolution) shall in all cases be made in writing and by registered mail. **A failure to pay fees does not classify as cancellation.**

The cancellation is considered to enter into force as from the time when RM Welge receives the notice of cancellation. The participant may be asked to provide proof of delivery.

RM Welge gladly accepts a replacement participant. In this case, and independent of the time of cancellation, only a compensation for inconveniences of 50CHF will be charged. The originally registered participant remains obliged until the substitute participant fulfilled the commitments under the agreement.

In the event of withdrawal from an event before its end, fees will be remitted or refunded in form of a credit memo in exceptional cases. The refund request shall be made in writing and shall provide necessary documentation and confirmation (e.g. medical certificate).

Cancellation Policy (cancellation by RM Welge)

RM Welge is entitled to cancel events without giving reasons up to 30 days before the start of the event. In this case, already paid fees will be remitted or refunded to the depositor. Further payment obligations do not arise for RM Welge.

Further, RM Welge reserves the right to cancel, postpone or adjust events, for example because of too few participants, due to illness or other reasons preventing the implementation. In this case, the participants or clients will be notified as soon as possible, appropriately informed and, if possible, offered a replacement appointment. In case of cancellation of an event due to illness of the trainer, force majeure or other unforeseeable events, there is no claim to the performance of the event. Likewise, in case of cancellation or postponement of the event, neither travel and accommodation expenses nor expenses resulting from a loss of work will be covered.

Terms of Payment

The term of payment is 30 days from the date of invoice unless otherwise agreed. For course offerings (seminars, workshops) payment is due latest at the beginning of the course. If the payment is not made within the term of payment, the customer will be in default. In this case, RM Welge reserves the right to charge a reminder fee of CHF 7 per reminder in addition to the invoice amount.

Copyright

All documents and materials are protected by copyright unless indicated otherwise. Reproduction, distribution or other use of the documents and materials is only permitted with the written consent of RM Welge.

The websites of RM Welge, including all webpages and content of any kind, is protected by copyrights. Contents may not be used for commercial or other purposes without prior written consent of RM Welge. The websites contain links to third-party websites, whose content RM Welge has no influence on. Links to websites of third-parties with illegal content are deleted immediately, please report inappropriate content to mail@rmwelge.ch.

Limitation of Liability and Insurance Information

For all RM Welge offers, any liability of RM Welge is excluded to the extent permitted by law.

The use of venues as well as the use of materials offered by RM Welge is at your own risk. Liability for theft or loss of property as well as all other damages incurred in connection with the offers of RM Welge are excluded in full. The participants are therefore responsible for adequate insurance cover (e.g. accident or liability insurance).

In the event of cancellation, change of date or format adaptation, RM Welge shall not be liable for any costs incurred in connection with the event. The liability is limited to the repayment or remission of the participation fee. In accordance with the conditions described under 'Cancellation Policy (cancellation by RM Welge)', in the event of cancellation or postponement neither travel and accommodation costs are incurred nor are expenses resulting from lost working hours or other costs.

Data Protection

RM Welge handles personal data confidentially and uses it in compliance with data protection regulations.

Transmitted personal data (all information referring to a specific or identifiable person) is stored by RM Welge and processed for the purpose of providing service and billing, used and passed on to authorized agents only to the extent necessary for this purpose.

Participants may revoke their consent to the processing of personal data or request changes at any time. See details in the separate paragraph on Privacy Policy.

Taking Pictures or Filming

RM Welge reserves the right to take photos and film recordings and to use them free of charge in flyers and other publications.

Participants may submit in writing before or at the beginning of an event that they want to remain unrecognizable on recordings or, for example, only want to be visible within the scope of group recordings. Pictures with participants recognizable are published only if and after participants have given their consent.

No video or audio recordings may be made on offers without the explicit permission of RM Welge and the participants. Publications of any kind are to be sent in advance to RM Welge for information and approval.

Adjustments in Program and Prices

RM Welge reserves the right to make appropriate price changes and to cancel or replace the program.

Severability Clause

Should individual terms of this agreement be ineffective or lose their effectiveness, or should a loophole emerge, the legal effectiveness of the other provisions is not affected. The invalid contractual provision shall be replaced or the loophole filled by an appropriate provision which comes as close as possible to the intended purpose of the invalid or unenforceable provision.

Corporate data

RM Welge is an owner-operated company under Swiss Law (company number CHE-468.953.174), active in the field of training and education.

Applicable law / Jurisdiction / Binding language

Swiss law applies. As far as legally permissible, Zurich shall be the place of jurisdiction.

The contract language is German. Our terms and conditions (AGB) are available in different languages. The sole purpose of translations is to disburden the conveying of information. If discrepancies or contradictions are found between the German-language version of the AGB and the translation, the German-language version is decisive.