

Terms and Conditions for Course Bookings

Courses and trainings offered by
Berghof Foundation Operations gGmbH
Represented by
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Germany

(“**Berghof**”) are based on the following terms and conditions (“**Terms and Conditions**”) to ensure smooth processing. By completing the application or registration form, the course participant (“**Participant**”) accepts these Terms and Conditions. Detailed information on the relevant course can be found on Berghof’s website (www.berghof-foundation.org/trainings) or on Berghof course flyers. All information mentioned therein becomes part of the contract between Berghof and the Participant (“**Contract**”).

§ 1 Conclusion of Contract

This Contract is concluded by and between Berghof and the Participant. All and any Terms and Conditions of the Participant shall not be applicable.

§ 2 Application, Registration and Payment

1. Information on Berghof’s website or on Berghof’s flyers do not constitute legally binding offers of Berghof. The Participant submits his/her legally binding offer regarding the relevant course via e-mail to [trainings\[at\]berghof-foundation\[dot\]org](mailto:trainings[at]berghof-foundation[dot]org). Berghof can accept this offer by providing a written or electronical confirmation. Berghof reserves the right to select and reject Participants after an examination especially for courses and trainings with a specific target group orientation. There is no legal entitlement to participation.
2. The course fee depends on the relevant course and is listed on Berghof’s website and on Berghof’s respective course flyers. The deadline for payment is four weeks after Participant’s receipt of the written or electronical confirmation by Berghof. Payments are due in the invoiced currency; any bank charges need to be covered by the Participant. The due amount needs to be transferred to a bank account, which is indicated by Berghof. Only complete and timely payment of the course fee entitles Participants to participation.

§ 3 Cancellation by the Participant

1. Berghof kindly asks Participants who cannot participate to contact Berghof as soon as possible. Participants must notify Berghof of the cancellation in writing to [trainings\[at\]berghof-foundation\[dot\]org](mailto:trainings[at]berghof-foundation[dot]org).
2. Participants shall incur the following costs as a result of their cancellation:
 - a. Until six weeks prior to the beginning of the course, 100% of the course fee will be refunded.
 - b. Until four weeks prior to the beginning of the course, 50% of the course fee will be refunded/invoiced. After this point, no refund is possible.
 - c. In the event of non-attendance, the full price (pursuant to the booking confirmation) will be due.
 - d. An administrative fee of 10% of the respective course price is included in the tuition fee. It will be charged for all refunds as of six weeks prior to the beginning of the training. Refunds are issued in the original form of payment.
3. Changes in the team of trainers or facilitators shall not entitle Participants to withdraw from their participation.
4. In case of short-notice cancellations by Participants due to force major, Berghof will take these specific conditions into account.

§ 4 Cancellation by Berghof

Berghof reserves the right to cancel the course in case of special circumstances e.g. when the minimum number of Participants is not met at the deadline for payments, in case of illness of the trainer or facilitator, or force major. In this case Participants are eligible for a full refund of the payment made. However, Participants will need to come up for all of their cancellation fees for travel and accommodation arrangements made related to this course. It is the Participant's responsibility to be adequately insured. No claims to compensation for the Participants arise, so that all and any liability by Berghof is excluded, unless otherwise stipulated in § 5.

§ 5 Liability of Berghof

1. Claims of the Participant for damages are excluded. Excluded from this are claims for damages of the Participant from the injury of life, body, health or from the injury of essential contractual obligations (cardinal obligations) as well as the liability for other damages, which are based on an intentional or grossly negligent breach of duty of Berghof, Berghof's legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the Contract.
2. In the event of a breach of material contractual obligations, Berghof shall only be liable for the foreseeable damage typical of the Contract if this was caused by simple negligence, unless the Participant's claims for damages are based on injury to life, body or health.
3. The restrictions of § 5 (1.) and (2.) also apply in favour of Berghof's legal representatives and vicarious agents if claims are asserted directly against them.

§ 6 Applicable Law and Place of Jurisdiction

1. This Agreement shall be construed and governed by the Laws of Germany. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the state in which the Participant as a consumer has his habitual residence, remain unaffected.
2. Place of jurisdiction and place of performance is the registered office of Berghof, if the customer is a merchant, a legal entity under public law or a special fund under public law.

Information according to Art. 246 f. German EGBGB, German VSBG and EU-ODR-Regulation:

1. The right to cancellation by the Participant is excluded according to § 312 para 2 no. 9 German Civil Code („BGB“) because the course takes place on a specific date.
2. Berghof is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board (§ 36 VSBG-German Act on Alternative Dispute Resolution in Consumer Matters).
3. The European Commission provides an online platform for online dispute resolution in consumer matters. You can find it at <http://ec.europa.eu/consumers/odr/>.