

General Terms and Conditions

Version of June 2022



The following general terms and conditions apply to the contractual relationship between the Graduate School for Climate and Environment (hereinafter referred to as "GRACE") at the Karlsruhe Institute of Technology and the participant.

1. Registration / confirmation of registration

- 1.1 Registration for training events must be made in writing (by e-mail or mail).
- 1.2 The registration will be legally binding only when both parties have signed a contract document or after GRACE confirms the registration in writing. Every legally binding registration shall be subject to these general terms and conditions which shall become part of the contract by signing it.
- 1.3 If the number of applications exceeds the capacity of an event, GRACE reserves the right to hold a selection procedure.

2. Payment

- 2.1 The participant shall pay the costs of the event, regardless of whether any services by third parties are provided. Payment is due on the date stated on the invoice.
- 2.2 The participant may pay by bank transfer or by credit card. The costs of payment transfer shall always be at the expense of the participant.
- 2.3 If no payment will be made, the Graduate School GRACE shall reserve the right to cancel the contract and to assign the training place to another person. Additionally, specific regulations for an event on the referring website should be regarded.
- 2.4 Subject to the provision in clause 4, the participant owes the payment of the event costs even if he does not participate in the event.
- 2.5 If the participant defaults, GRACE shall be entitled to charge interest in the amount of 5% above the respective base interest rate in accordance with article 247 (1) BGB.

3 Cancellation

- 3.1 Participants may cancel their binding registration. This cancellation shall be declared in writing. The date of cancellation shall be the date of receipt of the notice of cancellation by GRACE.
- 3.2 In case of cancellation by the participant, GRACE will charge a cancellation fee depending on the time of cancellation and the booked training event. These cancellation fees are calculated as follows:
 - 3.2.1 For certificate courses and summer schools, cancellation is free of charge up to four weeks before the beginning of the course. In case of a cancellation between four and two weeks before the start of the course, 50% of the attendance fee shall be paid. In case of a cancellation two weeks or less before the beginning of the course, the complete attendance fee shall be due.
 - 3.2.2 For seminars, a cancellation is free of charge up to two weeks before the start of the seminar. In case of a cancellation two weeks or less before the start of the course, 50% of the attendance fee shall become due. In the event of cancellation on the day the seminar takes place, 100% of the attendance fee shall be paid.
 - 3.2.3 If the attendee fails to appear at a training event, the complete attendance fee shall become due.
 - 3.2.4 In case of illness of the participant and if the participant presents a medical certificate, the attendance fee is refunded, less 10% administration fee. Instead, the attendee may, in consultation with GRACE, choose an equivalent training event to attend, if one is offered.
 - 3.2.5 If the participant is unable to enter the Federal Republic of Germany due to entry regulations (e.g. because the participant is not granted an entry permit), there shall be no release from the obligation to pay the event fee. The participant may, however, choose an equivalent training event to attend, if one is offered.
- 3.3 In case of cancellation by the participant, a substitute person may be named, who must be admitted by GRACE in any case. Admission may be denied under certain conditions depending on the event.

- 3.4 The right to extraordinary cancellation for good cause remains unaffected. Good cause for termination by GRACE is given in particular if
- the participant disturbs the event with a lasting effect,
 - engages in inappropriate conduct,
 - fails to make payment on time in response to a written reminder, or
 - commits a copyright infringement.
- 3.5 If the event costs already paid exceed the amount owed according to 3.2, GRACE will refund the excess amount to the participant. This does not apply in the case of an extraordinary termination according to 3.4.

4 Cancellation and modification of events by GRACE

- 4.1 GRACE may cancel events for good cause. Good cause is given in particular if
- the cost-covering minimum number of participants specified in the event offer has not been reached two weeks before the first day of the event,
 - in case no minimum number of participants is specified, if less than five participants have registered two weeks before the first day of the event and
 - the lecturer of the event is not available, and no substitute lecturer may be appointed.
- 4.2 GRACE immediately informs the participants of the cancellation. To the extent possible and reasonable considering the circumstances, GRACE shall offer substitute events on other dates or at other event locations to the attendees of cancelled courses. If the attendee agrees, rebooking will be free of charge. If the substitute offer is not acceptable for the attendee, all fees already paid shall be reimbursed to the participant.
- 4.3 Any further claims, especially for reimbursement of travel and accommodation costs and lost working time, shall be excluded.
- 4.4 GRACE shall reserve the right to change the organization, location, time, lecturers, and the content of events, provided that the core of the event is not substantially changed. GRACE may change the event according to 4.1 in particular, if it cannot take place as a face-to-face event due to legal requirements or government orders in connection with the spread of infectious diseases (e.g. the corona pandemic).

5 Right of withdrawal

You have the right to withdraw your binding registration within 14 days without giving any reasons. The withdrawal period will start upon the conclusion of the contract (i.e. receipt of the registration confirmation).

To exercise the right of withdrawal, you must inform us in writing of your decision to withdraw from this contract by an unequivocal statement.

The withdrawal shall be sent to:

GRACE Geschäftsstelle
Englerstraße 7
76131 Karlsruhe
Germany

or via e-mail to info@grace.kit.edu.

To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

6 Effects of withdrawal

In case of an effective withdrawal, the benefits received by both sides and potential profits made (e.g. interests) shall be returned. Obligations to reimburse payments shall be fulfilled within 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

7 Certificate of Attendance / Certification

GRACE will issue a certificate of attendance to each participant who attended the entire event. For events that end with an examination, GRACE will issue a certificate if the participant passes the examination.

8 Copyright

All course documents (in hard copy as well as in any other conceivable form, such as video and audio material) are protected by copyright. Any reproduction, transfer to third parties or other use of the course documents as well as of any other documents, graphics, pictures and audio material, and other information carriers provided by GRACE or its representatives is only permitted with the consent of the copyright holder.

9 Liability

- 9.1 GRACE shall be liable without limitation for damages resulting from intentional or grossly negligent breach of duty.
- 9.2 GRACE shall only be liable for property and asset damage caused by negligence if essential contractual obligations are violated. Essential contractual obligations are those whose fulfilment characterize the contract and on which the participant may rely. The liability is limited to the contract-typical and foreseeable damage. Liability for negligent injury to life, body and health remains unaffected.
- 9.3 Any further liability other than that provided for in this contract is excluded, irrespective of the legal nature of the claim asserted. However, the above limitations or exclusions of liability shall not apply to any strict liability prescribed by law (e.g. under the German Product Liability Act) or to liability under a strict guarantee.
- 9.4 Insofar as liability is excluded or limited pursuant to 9.2 and 9.3, this shall also apply to the personal liability of GRACE's employees, workers, representatives and vicarious agents.
- 9.5 Despite the greatest possible care in the selection of trainers and lecturers, GRACE shall not be liable for the content of the events and the supplementary documents, in particular with regard to being up-to-date, correct and complete. GRACE assumes no liability for any valuable items.

10 Photo and Video Recordings

- 10.1 The participant agrees that photos taken in connection with the event may be used, distributed, and published in altered or unaltered form by the GRACE and its representatives. These rights of use shall apply without restriction to certain fields, also to advertisements and editorial releases, without any time restriction. The participant shall also agree with a transfer of the rights of use.
- 10.2 During all events taking place within a course, the taking of photographs and/or video and audio recordings of any type by people other than those specifically appointed and explicitly authorized or assigned in writing by the GRACE shall not be permitted.
- 10.3 Each participant shall have the right to revoke in writing his/her consent to the use of his/her photograph and/or video or audio recordings at any time.

11 Data Protection

GRACE shall treat personal data as confidential and shall only use them in accordance with the data protection regulations. Personal data shall be stored and used for organizational purposes only. Each participant shall have the right to revoke in writing his/her consent to the storage and use of his/her data at any time.

12 Miscellaneous

- 12.1 This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods. The place of performance and exclusive jurisdiction for all disputes arising from and in connection with this contract is Karlsruhe.
- 12.2 Changes or additions to this agreement shall require written form. This shall also apply to the modification or cancellation of the requirement for written form.
- 12.3 If any provision of the present Terms and Conditions is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby. In this case, the parties undertake to agree on effective provisions which come closest to the intended economic purpose of the invalid provisions. This applies accordingly to the closing of any gaps in this agreement.
- 12.4 These Terms and Conditions are written in German and English. Only the German version of this contract shall be legally binding. The English translation serves information purposes only.