

General Terms of Service of Felke Institute (last revised in January 2017)

Statutory provisions require us to publish all terms and conditions applicable to service contracts concluded with us. Please contact us if you have any questions regarding our general terms of service. Our contact information: Your contractual partner regarding all events will be Felke Institute e. K., owned by Joachim Geiger, Benzstraße 8, D-70839 Gerlingen, Germany.

1. Scope of Application

The present general terms of service shall apply to any and all services provided by Felke Institute, including but not limited to all training courses and seminars, as well as to each contract concluded between Felke Institute and consumers. Any natural person concluding a legal transaction for purposes other than their trade, business or profession shall be deemed a consumer. Any deviating or contradicting terms and conditions of the client shall not apply.

2. Conclusion of Contract

2.1. Felke Institute provides you with the possibility to register in writing for any of the training courses and other services listed on its website by using the registration form. However, all our offers shall be non-binding. Conclusion of a binding contract shall be subject to both the client's registration and its acceptance by Felke Institute. In order to register, clients shall complete and submit the registration form provided online by Felke Institute. Felke Institute will accept the registration by sending an order confirmation to the client within 5 days after receipt of the registration. However, the client shall not be bound by their registration after said period has expired.

2.2. We will store the text of each specific contract. All information related to your registration, the general terms of service and the withdrawal template will be sent to you by either mail or electronically by e-mail. However, the general terms of service applicable to your registration are available for view and download at www.felke-institut.de at any time.

2.3. Contracts shall be concluded in the German language.

2.4. All information provided in the registration form shall be true and accurate. Any changes to this information shall be notified to Felke Institute without delay.

3. Right of Withdrawal

Consumers shall have the right to withdraw within 14 days.

Instructions on Withdrawal

Right of Withdrawal

Within a period of 14 days, you will have the right to withdraw from the contract without giving any reason. Said period of 14 days shall commence on the date of the conclusion of contract. In order to exercise your right of withdrawal, an express declaration, stating your intention to withdraw from the contract, shall be issued to us, Felke Institute e. K., Benzstraße 8, D-70839 Gerlingen, Germany, e-mail: info@felke-institut.de, Fax: +49 (0) 7156-4379160, e.g. by way of written letter per mail, by fax or by e-mail. You may but are in no way required to use the withdrawal template provided by us.

To withdraw in due time, it shall be sufficient to dispatch the declaration of your intention to withdraw before the period expires.

Consequences of Your Withdrawal

In case of your withdrawal we shall immediately, however, no later than 14 days after receipt of your declaration of withdrawal, reimburse any and all payments we have received from you, including delivery costs (excluding, however, any additional costs we incurred due to deliveries deviating from standard shipping as per your request). We shall carry out the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You shall not incur any fees as a result of such reimbursement.

However, if you have requested the provision of services to already commence during the withdrawal period, we will ask you to pay an appropriate amount to cover the services provided by us up to the time of your declaration of withdrawal from the respective contract. The payable amount shall reflect the services already provided in proportion to the total scope of services set forth in the contract.

4. Terms of Payment

4.1. The course fee shall be paid in full no later than 14 days before the beginning of the respective course, whereas the credit of the payable amount to the account stated in the invoice shall be relevant to comply with said 14-day period. However, should you register less than 14 days before the beginning of the respective course, the course fee shall be payable immediately to Felke Institute.

4.2. In individual cases Felke Institute will grant payment in instalments. The due date of each instalment will be communicated in the invoice stating the overall amount. No separate invoices will be issued for the individual instalments.

4.3. For any late payment Felke Institute will grant a grace period. However, should the client fail to pay the overdue amount within this grace period as well, Felke Institute will be entitled to terminate the contract for good reason.

4.4. Any default of payment of an instalment will result in the immediate maturity of the entire course fee.

4.5. Furthermore, the course fee will be due in full regardless of whether or not the client participates in the course, passes the exam(s) or definitely accomplishes the course objective.

4.6. Should the client wish to pay the course fee by direct debit, the acknowledgement of the present terms of service shall authorize Felke Institute to withdraw the amount in non-cash funds.

5. Withdrawal of the Client and Lump-Sum Compensation

Should the client declare their withdrawal from the contract without good reason after the withdrawal period, however, prior to the beginning of the respective course, Felke Institute shall be entitled to the following lump-sum compensation amounts:

- in case of withdrawal up to 30 days prior to the beginning of the course: 20% of the course fee,
- 7 – 29 days prior to the beginning of the course: 25% of the course fee,
- up to 6 days prior to the beginning of the course: 30% of the course fee.

However, Felke Institute shall reserve the right to provide evidence of and claim higher damages. The client, in turn, shall have the right to provide evidence of no or significantly lesser damages.

6. Withdrawal or Change of Date by Felke Institute

6.1. Within a period up to 14 days prior to the beginning of the respective course, Felke Institute shall be entitled to withdraw from the contract or to reasonably change the date of the course if the minimum number of participants cannot be reached. Should the course be postponed, the client shall be entitled to withdraw from the contract within a period of 14 days after receipt of the respective notification. Should either Felke Institute or the client withdraw in any such case, the course fee shall be reimbursed to the client in full.

However, any further claims, including but not limited to damage claims, shall be excluded.

6.2. Should a lecturer withdraw at short notice, Felke Institute shall reserve the right to appoint a substitute lecturer. However, should the appointment of a substitute lecturer not be possible due to such short notice, Felke Institute shall reserve the right to cancel the course in question and postpone it to a date in the near future. Further claims shall be excluded.

7. Insurance and Liability

7.1. Felke Institute shall be held liable for damages incurred by the client only if these damages occurred due to intent, gross negligence or violation of material contractual obligations. Should any material contractual obligation be violated due to slight negligence on Felke Institute's part, the latter shall be held liable only to the extent of the usual and predictable damages as foreseen in the contract. However, in any such case, compensation for indirect damages and losses of profits shall be excluded.

7.2. Any damage claims of the client beyond the extent set forth in clause 7.1. hereof shall be excluded, provided, however, they are not based on damages to life, limb and health.

7.3. Felke Institute shall not be held liable for any damages due to force majeure.

7.4. The provisions of clauses 7.1. and 7.2. shall further apply to any damages caused by employees, representatives and agents of Felke Institute.

8. Alternative Dispute Resolution Pursuant to Article 14(1) of the ODR Regulation and Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters

The European Commission provides a platform for online dispute resolution (ODR) via <http://ec.europa.eu/consumers/odr/>. We are neither obligated nor willing to participate in any dispute resolution procedure before an arbitration board.

9. Place of Jurisdiction and Final Provisions

9.1. In the absence of a general place of jurisdiction in Germany, a known residence or habitual residence of the client at the time the action is filed, exclusive place of jurisdiction for any and all disputes under this contract shall be at our registered business address.

9.2. Should any provision of these terms of service be invalid, the remaining provisions shall remain in full force and effect. Instead of any such invalid provision, relevant statutory provisions shall apply accordingly. Any disputes under this contract shall be exclusively governed by German law.
