

# General Terms & Conditions for Seminar Attendance at the Conference Centre of Gimborn Castle

# **1. SEMINAR PARTICIPATION**

The Conference Centre of Gimborn Castle – hereinafter called "the IBZ"– is an educational institution as approved by the continuous education act of the State of North Rhine-Westphalia. In general, IBZ events are open to any interested person over 16 years of age. If a given seminar is aimed at a specific target group, or if particular advance knowledge is required for attendance, we will make this clear in the seminar announcement.

# 2. APPLICATIONS

An application in writing is required to attend any of the events of the IBZ. Applications may be submitted online via the IBZ website (<u>www.ibz-gimborn.de</u>) or by email, regular mail, or fax using our application form. The form can be downloaded from our website; on request, we will send out an application form by regular mail. Applications will be considered in the order they are received.

## **3.** PAYMENT OF SEMINAR FEES

Together with the confirmation of registration, applicants will receive an invoice for the seminar fee. The seminar fee is due within 10 days after receipt of the invoice without deduction. After the receipt of the payment your booking is valid and you'll receive a booking confirmation from us.

The seminar fee may be paid as follows:

- One-time SEPA direct debit for the payment of the fee, or
- SEPA transfer of the fee on to either one of the following IBZ bank accounts:
  Sparkasse Gummersbach | IBAN: DE08 3845 0000 0000 2918 07 | BIC: WELADED1GMB or
  Postbank Koeln | IBAN: DE65 3701 0050 0008 8015 05 | BIC: BBNKDEEE
  - Postbank Koeln | IBAN: DE65 3701 0050 0008 8015 05 | BIC: PBNKDEFF
- Participants from outside the Single Euro Payment Area (SEPA) may transfer the seminar fee to the IBZ free of charge by PayPal, for example.

With every payment, please make sure to indicate the applicant's name and the number of the intended seminar. Without that information the application cannot be processed.



# 4. FEE DISCOUNTS

Members of the International Police Association (IPA) benefit from significantly reduced participation fees for all IBZ seminars. Participants seconded to a seminar by their police authority are not entitled to the special discounts.

Many International Police Association (IPA) Sections grant their members financial support for attending a seminar at the IBZ. The amount, relevant procedures, and availability of such subsidies are determined exclusively by the terms of the IPA Section granting the subsidy.

# 5. SERVICE

The seminar fee generally includes accommodation in a double room for the number of nights provided for by the seminar programme; full board (breakfast, lunch, dinner), without drinks; and all professional and educational support. The fee also covers free wi-fi for the duration of stay.

Accommodation in a single room is subject to an additional charge of  $\notin$  12 ( $\notin$  10 for IPA members) per night. For arrivals prior to the day the seminar begins, or for extending a stay beyond the last day of the seminar, each additional night's stay will be charged at a reduced rate of  $\notin$  32 ( $\notin$  28 for IPA members) including breakfast.

# 6. STATUTORY CANCELLATION TERMS

## Withdrawal Rights

You are entitled to withdraw from the present Agreement (your application) within fourteen days without giving a reason. The deadline for withdrawal is fourteen days from the date of the Agreement. To exercise your right to withdraw you must notify us (e.g. by letter, fax, or e-mail) at the address indicated below, clearly stating your decision to withdraw from the present Agreement. You may use the attached withdrawal form; however, this is not mandatory.

To meet the withdrawal deadline, your notification of withdrawal needs only to be sent off before the end of the deadline.

Contact address:

Informations- und Bildungszentrum Schloss Gimborn, Schlossstr. 10, 51709 Marienheide, Tel.: 02264/404330 | Fax: 02264/3713 | E-Mail: <u>info@ibz-gimborn.de</u>

## **Consequences of Withdrawal**

If you withdraw your application, we are bound to refund any payments that we have received from you, including any shipping costs (excepting any additional charges that ensued if you selected a different type of shipping from the standard, least expensive type of shipping we offer), promptly and at the latest within fourteen days after we receive your notification of withdrawal. We will apply the same method to refund your money that you used for the original transaction, unless we have explicitly arranged otherwise with you. Under no circumstances will the refund entail additional charges for you. If you required performance of services to commence during the withdrawal deadline, you shall owe us a suitable sum, corresponding to the services performed up to the moment you notify us that you are exercising your right to withdraw, in proportion to the total extent of the services provided for in the present Agreement.



## Sample Withdrawal Form

(If you wish to withdraw from the Agreement, please complete this form and return it.)

To:

Informations- und Bildungszentrum Schloss Gimborn, Schlossstr. 10, 51709 Marienheide, Tel.: 02264/404330 | Fax: 02264/3713 | E-Mail: info@ibz-gimborn.de:

- I/We\* herewith withdraw from the Agreement concluded by myself/ourselves\* for the purchase of:
- Goods\*/the performance of the following service\*
- Ordered\*/Received\* on (date)
- Name(s) of the consumer(s)
- Address(s) of the consumer(s)
- Signature(s) of the consumer(s) (only for notification on paper)
- Datum

(\*) Please delete as appropriate.

#### End of Statutory Withdrawal Terms

#### 7. NON-ATTENDANCE / CANCELLATION

If attendance is not possible in spite of a binding application, the IBZ must be informed in writing without delay.

- 7.1. As an alternative to cancelling seminar participation entirely, the applicant is offered the following options as a special service by the IBZ:
  - Transfer of the booking to another seminar that is to occur within 6 months of the original seminar. Any payments that have already been received will be credited towards the participation fee of the later seminar.
  - Nomination of a substitute participant, who will take the original applicant's place at the seminar with all the rights and obligations this entails.

25 % of the seminar fee;

50 % of the seminar fee; 75 % of the seminar fee;

100 % of the seminar fee.

- 7.2. If cancellation of a seminar booking is unavoidable, up to eight weeks before the start of the seminar only a processing fee of € 40 will be due. Later cancellation will incur the following charges:
  - Cancellation up to six weeks before
  - Cancellation up to four weeks before
  - Cancellation up to two weeks before
  - Cancellation within one week / no-show

The IBZ recommends taking out seminar cancellation insurance.



## 8. NON-USE OF SERVICES

If a seminar participant fails to make use of particular seminar services as a result of early departure, illness, or other causes that are not within the responsibility of the IBZ, the participant is not entitled to a refund of any kind.

# 9. ANNULMENT OF SEMINARS

The IBZ reserves the right to annul an event if the number of applications is too low or if another compelling reason arises. Seminar fees that have already been paid will be reimbursed in full. Any further claims for compensation are excluded.

# **10.** COURSE ORGANISATION

The IBZ has a free hand in planning the contents, schedules, and processes of its seminars. Nonetheless, the IBZ strives to adhere to the times and contents published in the respective seminar programme. The IBZ reserves the right to divide or combine seminars or to change the facilitator of the seminar as required by educational or organizational imperatives. If the original speaker is unable to attend, the IBZ will engage a substitute speaker. The use of substitute speakers does not constitute grounds for cancellation.

# **11. EDUCATIONAL LEAVE**

The IBZ is an institute of further education and provides educational breaks as approved by the State of North Rhine-Westphalia under its law on continuous education for employees. Participants may apply for educational leave to attend our three-day or longer seminars. The participant must request the application materials from the IBZ at least 10 weeks before the particular event begins. That is the only way to ensure that the participant receives the documents in time to submit them to his or her employer within the official deadline of six weeks prior to the beginning of the seminar.

# **12.** LIABILITY / INSURANCE COVERAGE

The IBZ does not assume any liability for damages sustained by the seminar participant in connection with events of the IBZ. The present exclusion does not apply where claims issue from injury to life, limb, or health due to negligence by the IBZ or due to wilful or negligent breach of duty by a legal representative or agent of the IBZ. Furthermore, the IBZ is not liable for the loss of items of clothing or other articles on the premises of the IBZ.

Seminar participants use the recreational facilities of the IBZ, e.g. the sauna and gym, at their own risk. The IBZ is not liable for defects that are not recognized despite due care. Participants shall examine sports equipment before use. The IBZ shall be liable for sports accidents in the gym only if the IBZ is at fault. Incidentally, taking out sports accident insurance is advised.

The seminar does not include any insurance. To avoid incurring unnecessary costs, it is advisable to take out seminar or travel cancellation insurance or consider obtaining a package policy comprising luggage, accident, civil-liability, and health insurance.



# **13. DATA PROTECTION**

The IBZ collects, processes, and uses, in accordance with data protection laws, such data of the participant as are required to fulfil contractual obligations and with a view to advising and informing the participant concerning future events and offers at the IBZ. In connection therewith the IBZ is entitled until further notice to contact the participant in writing or by phone.

Where appropriate, the IBZ may transmit personal data to the facilitator of the seminar and to the speakers, as well as to the seminar participants in the shape of a list of participants. Participants may withdraw their consent to this transmission at any time.

# 14. PHOTO AND VIDEO RECORDS / IMAGE RIGHTS

The seminar participant hereby declares that he/she consents to the use of photos taken at our events for the purposes of public relations work by the IBZ. By attending an event, participants give their express consent to the publication of photos, film recordings, and video streams of themselves that are created within the framework of the event. Such consent shall also apply to print media, videos or DVDs, and the internet. The photographer/videographer and/or the subjects who appear in the material are not entitled to claim any fees; nor can they demand to be mentioned by name if the material is published. If the participant no longer consents to publication in future, he or she may withdraw consent from the IBZ in writing at any time.

## **15. SEVERABILITY CLAUSE**

Should one or more provisions of the present Terms & Conditions be or become wholly or partially invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. The ineffective or unenforceable provisions shall be replaced retroactively by clauses of which the content and intent approach as closely as possible the provision or provisions that have become invalid or unenforceable.

Supplementary agreements must be made in writing. No oral subsidiary agreements were made.