

General terms and conditions

The German version of the general terms and conditions of the BPI Academy is the valid version. All versions in other languages are provided to assist understanding only.

1. Registration

The number of participants in BPI Academy courses, seminars and congresses is limited for reasons of efficiency. **Registrations are accepted on a first come, first served basis.** Decisions on whether a course or event will be split owing to a large number of registrations, or cancelled because there are not enough registrations, are made **ten days before the start date of the course or event.** Therefore, we recommend that you register ten days in advance at the latest. Any registrations received later than this date will not be taken into account for event planning or in any such decisions. If places are still available, registrations may be accepted after this date, and even after the course or event has started. However, the full fee must be paid, regardless of when you register.

Registrations are binding.

2. Registration fee

Registration and examination fees must be paid **two weeks following receipt of the registration confirmation at the latest, and in any case before the course or event begins.** If you join a course or event after it starts, fees must be paid in full without any deductions prior to the start of your participation. No refund or reduction in fees will be provided if you stop participating in the course or event before it ends. Travel expenses to and from the training location are not included in fees, nor are any accommodation or subsistence expenses. The amount of the fee and methods of payment vary depending on the course or event, and these are specified on the website and/or in the registration confirmation.

3. Terms of payment

The registration fee must be paid in good time, so that it is credited to the specified bank account **14 days after receipt of the registration confirmation and in any case before the course or event begins.** In exceptional cases, payment may be made in cash, as long as this is specified in the course or event description. In case of payment default we reserve the right, in addition to the right to assert our claim in court, to take out-of-court measures to collect the amount by engaging an attorney or debt collection agency. We are entitled to charge you all necessary and reasonable costs incurred in relation to collecting the debt including the costs of legal action.

4. Cancellation

The BPI Academy can only accept cancellations **in writing.** Participation in courses and events may be cancelled free of charge up to **14 days before the course or event starts,** based on the date of receipt of cancellation in writing by the BPI Academy, unless stated otherwise in the course or event description. If notice of cancellation is not received by this time, **a cancellation fee amounting to 50% of the registration fee will be charged. If you cancel your participation on the day the event begins or later, the registration fee will be due in full.** You may nominate someone to take your place, as long as your replacement fulfils the conditions for participation. The original participant shall remain liable for the fees related to participation.

5. Withdrawal of registration under the Distance Selling Act

If registration for a course or event is made at a distance, including by telephone, fax, e-mail or online via the BPI Academy website, as a consumer the participant is legally entitled to withdraw in the meaning of section 11 Distance Selling Act (FAGG) within 14 days of conclusion of contract (i.e. submission of the registration), without giving reasons.

Where registration for a course or event is made later than 14 days before the course or event starts, at the express wish of the participant they may participate in the course or event during the withdrawal period. If the participant has made such a request and participates in elements of a course or makes use of services during the withdrawal period, they must pay for the portion of services that they consume (pro rata fees and organisational costs arising before the start of the course or event). Recourse to the right of withdrawal shall apply as soon as the participant informs the BPI Academy expressly in writing that they are exercising their right of withdrawal from the contract.

The withdrawal shall be considered as having been made within the withdrawal period (14 days after receipt of the registration confirmation) if such declaration is sent to the BPI Academy within that period. Withdrawal in this manner can only be accepted by the BPI Academy in writing, **addressed to the person responsible for the course or event in question**. If you exercise this right, the BPI Academy will immediately send you a confirmation of receipt of withdrawal. In order to exercise the right, you must inform Berufspädagogisches Institut Mödling (BPI), Institut für Berufsbildung der Österreichischen Jungarbeiterbewegung, Dr. Bruno Buchwieser-Gasse 1, 2340 Mödling, Austria, tel. +43 (0)2622 23271 0, fax +43 2622 23271 26, e-mail office@bpi.ac.at, of your decision to withdraw from the contract, explicitly and in writing (e.g. by post, fax or e-mail). The withdrawal form template available in PDF format from the BPI Academy website (<http://www.bpi-akademie.eu/Download/Withdrawal.pdf>) can be used for this purpose, adapted as necessary.

If you exercise your option to withdraw, you will receive confirmation of receipt of your withdrawal immediately (e.g. by e-mail). Notice in writing of the exercise of the right of withdrawal shall be deemed to have been given within the 14-day withdrawal period as long as the notice is sent to the BPI Academy within this period.

6. Withdrawal from the education contract

The BPI Academy is entitled to withdraw from the education contract on reasonable grounds, without prejudice to statutory provisions. Reasonable grounds exist in particular when the planned minimum number of participants for the course or event in question is not reached, or the course or event cannot be held (or cannot be continued) for other reasons beyond the control of the BPI Academy. In such circumstances, fees paid and vouchers redeemed will be refunded in full, or pro rata where courses or events have already begun.

7. Guarantee that courses will take place

A guarantee that courses and events will take place applies to all courses and events where the guarantee is indicated, provided that the minimum number of participants have registered ten days before the course or event begins.

8. Changes to the course or event programme

A course or event may take place only if the **minimum number of participants** is reached. The BPI Academy reserves the right to make changes, including to course dates and times, places and contents (excluding courses provided in cooperation with Universities of Applied Sciences), in particular due to legal regulations, and to cancel courses. Participants will be informed of such

changes in good time and by appropriate channels. Such changes or cancellations shall not give rise to any claims against BPI Academy.

9. Consequences of withdrawal or cancellation

If either party rescinds, withdraws from or cancels the contract, or the event or course is cancelled, the BPI Academy shall immediately and at the latest within 14 days refund all payments already made, to the amount applicable in accordance with the cancellation terms and timely receipt of payment. (Cancellation and withdrawal terms: see above) The same method of payment will be used for the refund as was used to make the original payment, unless otherwise expressly agreed with the participant. No additional fees will be charged for the refund. Claims in excess of this amount, for example for travel expenses or lost earnings, are excluded. If a course or event does not take place, participants shall not have a claim for the course or event to take place.

If you have already taken part in elements of a course or event at the time it is cancelled, fees paid will be refunded pro rata.

10. Course materials

Generally, registration fees include course materials, unless expressly stated otherwise. Separate purchase of materials from the BPI Academy is not possible.

11. Confirmation of course attendance

You will receive a confirmation of attendance or a course certificate if you attend **at least 75% of the course**, have fulfilled the course requirements and paid the registration fee in full.

Official certificates (e.g. ÖSD or ÖIF) are not included in course fees. Registration for an official examination must be made and paid for separately.

12. Duplicate certificates

Duplicates of confirmations of attendance, certificates and ID cards may be obtained for a fee of €30.00 per duplicate document.

13. Course units

The length of courses and seminars is stated in course units (UE). One course unit lasts 50 minutes (exception: for apprenticeships in partnership with Universities of Applied Sciences, one course unit is 45 minutes).

14. Data protection

Personal data are collected and processed electronically, and treated as confidential. Data are only used by the BPI Academy for internal purposes. Data are only passed on to third parties for the fulfilment of contractual obligations to the participant (e.g. so that external examination certificates may be issued), and in such cases only to the extent necessary.

15. Consent to receive information and marketing communications by e-mail

By accepting the general terms and conditions of the BPI Academy, you expressly agree to receive information and marketing communications from the BPI Academy electronically, sent to the e-mail address you provide. You may revoke such agreement in writing at any time.

16. Limitation of liability

The BPI Academy accepts no liability for participants' personal possessions.

Changes to individual provisions of the contract shall not affect the effectiveness of remaining provisions.

Amendments or additions must be made in writing.

Austrian law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

The language of the contract is German.

The place of jurisdiction is Vienna.