

Terms and Conditions for Participation in msg communications Training Courses (last updated 05/2018)

§ 1 Object and scope of application of these Terms and Conditions

1. The following Terms and Conditions shall apply to all types of training courses of msg communications gmbh - hereinafter referred to as "msg communications" or "we" -.
2. For a description of the specific services, please see the current course catalogue or msg communications' course quotation. We reserve the right to carry out minor changes to the course programme or to change the coach.
3. Any deviating standard terms and conditions which may be used by the customer or course participant shall not become an integral part of the contract.
4. Agreements which lead to a deviation from the provisions in these Terms and Conditions in an individual case must be set out in writing in order to be valid.

§ 2 Registration

1. You may register for courses in writing, by post, telefax or e-mail, to the department specified in the registration form. Unfortunately, we cannot accept registrations by telephone.
2. The number of places per course is limited. Registrations will be taken into consideration in the sequence of their receipt. If a course is already fully booked on the date for which you wish to place a booking, we shall put you on the waiting list. msg communications shall not automatically re-book you for the next available course.
3. You will receive your registration confirmation once the order has been processed.
From this confirmation you will see the time when the course begins and when it ends, the venue and the course fee and, if applicable, any special instructions and tools required.
4. Should you not receive a notification from msg communications within one week, please contact our training department.
5. The training agreement will only become valid through the registration confirmation by msg communications.

§ 3 Cancellations

1. Cancellations must be sent in writing to msg communications, by post, telefax or e-mail.
2. Should msg system receive your cancellation notice less than 4 weeks prior to commencement of a course, you will be invoiced for 50% of the course fee, except if a replacement participant is named, or if you re-book for a course with a similar value which takes place during the same calendar year.
3. For cancellations submitted three working days or less prior to the commencement of the course we shall invoice you for the full course fee.
4. The cancellation fees set out in clause 3 shall also apply if the course is re-booked for a later date.
5. msg communications reserves the right to decide, also at short notice, to cancel courses and/or to carry them out at a later date if the number of participants is too small or if the coach is unavailable. If a course does finally not take place or is finally cancelled, msg communications will reimburse the course fee.
6. If a course has to be finally cancelled by msg communications due to organisational reasons, claims going beyond repayment of the course fee cannot be asserted.

§ 4 Venue and language

Except if a separate deviating agreement has been reached, all courses will take place in German at the msg communications headquarters in Ismaning near Munich, Germany.

§ 5 Fees

The fees are specified individually in the relevant offer.

§ 6 Conduct

1. Course hours are binding. Every participant undertakes to deal politely with the coaches, the other participants and any other persons during the courses.
2. Misconduct may lead to an exclusion from the course.
3. In this event, a claim for reimbursement of the course fee shall not exist.

§ 7 Warranty, liability

1. Lessons and exercises are designed so that an observant participant can reach the course targets. If technical tools such as a PC or a terminal are made available, these will be listed separately in the registration form and in the registration confirmation, or will be agreed separately. msg communications is not responsible for the success of a course.
2. Upon a corresponding request, the participants shall receive a written confirmation of their presence and the contents of classroom-based training courses once the course has ended.
3. Claims for damages will only be acknowledged if proof can be provided of intent or gross negligence. In the event of gross negligence or the lack of a feature for which msg communications has assumed a warranty, liability shall be limited to the foreseeable damage which was intended to be prevented by the breached obligation or the warranty. These liability limits shall not apply if such liability relates to damages due to personal injuries or under the German Product Liability Act (Produkthaftungsgesetz). We shall be free to raise the objection of contributory negligence. For all claims against msg communications for damages or reimbursement of wasted expenditure on account of contractual or non-contractual liability provisions - except in cases of intent or personal damage - the period of limitation shall be one year from the date on which the basis for the claim becomes known. Claims shall become time-barred at the latest 2 years after the basis for the claim has come into existence.
4. No liability is assumed for objects brought to the course by the participants.
5. The participants shall be liable for any damage which msg communications incurs due to the forwarding of course documents and license material without a written authorisation.

§ 8 Copyright

1. msg communications shall grant the participants non-exclusive, non-transferable usage rights to course materials which the participant is provided with prior to, during or after the course. The participants may not copy, translate, edit, rework, disseminate, present or commercially exploit these materials.
2. msg communications reserves all rights to license material. The participants shall not have the right to copy or make accessible to third parties the license material which is made available for the purposes of the course. License materials shall mean data processing programmes or data inventory (data banks) made available for the purposes of the course in a machine-readable format, including the associated documentation.

§ 9 Data Privacy

msg communications shall store and process the participants' personal data within the msg group, subject to the provisions of data protection law, and shall maintain data confidentiality and comply with data protection requirements in accordance with GDPR (General Data Protection Regulation).

§ 10 Final provisions

1. The law of the Federal Republic of Germany shall apply exclusively.
2. The exclusive place of jurisdiction for all disputes arising from this contract shall be Munich, Germany, if the customer is a business or a public-law legal entity or a public-law special fund, or if he/she does not have a general place of jurisdiction in the Federal Republic of Germany.

Ismaning, 05/2018

msg communications gmbh, Fraunhofer Str. 1, 85737 Ismaning