

Terms and Conditions for the Academy for Professionals (afp)

1 Scope of application

These General Terms and Conditions apply to participation in events (seminars, conferences and certification programmes) offered by the Academy for Professionals at Rosenheim University of Applied Sciences (referred to hereinafter as afp) within the framework of its services for further education. The rights and obligations of the contracting parties in relation to individual educational programmes and events will be additionally detailed in the respective content of any applicable programme or event information or other notifications provided by the afp.

Insofar as the conditions for participation do not state otherwise, the statutory provisions of the Federal Republic of Germany apply in addition.

2 Participant status

Participation in further education events occurs within the scope of a contractual relationship under private law and does not include enrolment as a student at Rosenheim University of Applied Sciences. The afp issues certificates of attendance for the successful participation in further education programmes. A university degree and/or academic degree is not acquired.

3 Conclusion of contract / registrations

Registration for afp events must take place in writing, preferably using the online form. With this registration the participant registers for the selected event with binding effect and on the stated conditions. By registering the participant also declares that they have taken note of these General Terms and Conditions and agrees to the application of these. After registration the participant will receive a confirmation e-mail, which confirms that we have received their registration.

After the registration has been reviewed, this will be followed by a confirmation of registration with an invoice. The contract is concluded by means of this written confirmation of registration.

Please note that it is no longer possible to cancel free of charge in the case of registration at short notice, less than 4 weeks before the start of the event. (See Item 7)

4 Data protection

By registering, the participant declares his/her agreement to their details being stored and processed by Rosenheim University of Applied Sciences within the framework of the data protection regulations. He/she also declares his/her agreement to his/her name and address being passed on to fellow students, lecturers and similar individuals entrusted with the organisation of the study programmes to facilitate internal communication. The details will not be passed on to third parties.

5 Number of participants

The number of participants at events is generally limited. Registrations are strictly considered in the order in which they are received. The participant will be informed immediately if participation is not possible due to overbooking.

6 Conditions for participation

The participation fee is payable in one sum within 14 days of receipt of invoice.

The participant agrees to teaching allowances being granted from the fees paid.

The participation fee also includes event documents to the normal extent in electronic form. It does not include meals or travel and accommodation costs. Unless the respective event information states otherwise, the event takes place in Rosenheim.

7 Cancellations

Registration can only be cancelled in writing by letter, fax or e-mail; the deadline shall be considered to have been complied with if this is received on time by the afp. The following terms apply:

- the afp will not charge a cancellation fee for cancellations up to 4 weeks before the event
- 50% of the participation fee will be charged for cancellations up to 14 days before the event
- for cancellations later than this, or if the participant fails to attend, the total costs will be payable.

A substitute participant can be nominated at no extra charge.

The afp reserves the right to cancel an event no later than 10 days before its planned start for major reasons beyond the afp's control. In such cases, participation fees that have already been paid will be fully refunded by the afp. Otherwise the university accepts liability exclusively in accordance with Point 11.

8 Changes to planned events

The event programme is planned over a long period of time and undergoes constant quality controls. Ensuring quality requires continuous adjustments. For this reason, the afp reserves the right to make changes to the content, days, locations and dates of events and to the lecturers; participants will be notified of this in good time, at least 10 days before the start of the respective event. Amendments of this kind, and any changes at short notice, do not create any entitlement to claims to compensation.

The participant declares his/her willingness to maintain an e-mail account and to retrieve any information from the afp about changes via this account.

9 Documentation provided

Documentation and/or software created or provided by the afp within the scope of the event may not be reproduced, processed using electronic systems, copied, disseminated or used for public rendition without the written approval of the event organiser. Compensation may be sought from the participant for any such infringement.

10 Participation in events

To ensure that an event's objective is achieved, the afp can exclude participants whose behaviour has a negative impact on the event.

11 Liability

In general, the afp may be held responsible for the cancellation of a teaching event solely in the case of wrongful intention or gross negligence. No claim shall exist to a teaching event being held if it is cancelled due to the number of participants being too low, the lecturer is ill, force majeure or other unforeseeable events. In such cases the afp cannot be made liable for the reimbursement of travel and/or overnight costs or for compensation payments for absence from work. The afp also does not accept any liability for (additional) costs incurred by participants due to the postponement of individual cancelled teaching events, whereby this in turn assumes the absence of intent or gross negligence.

The afp accepts no responsibility for the theft, loss or damage to items (specifically including items of value) brought to the event. The respectively current version of the University regulations applies.

12 Legal venue and effectiveness

These General Terms and Conditions enter into force on 1 February 2016. The exclusive legal venue for all disputes arising from contracts concluded between Rosenheim University of Applied Sciences and its contract partners is Rosenheim. German law applies with the exclusion of the rules of German international private law on the conflict of laws.