

# General terms and conditions "Centrum Dry Needling Andrea Schachinger"

Latest update: March 2021

## Application and conclusion of contract

• Upon application via the website form for this purpose, in specific cases also upon request by telephone, email, mail or fax, every applicant will receive an invitation to the course with detailed information about the respective event and the general terms and conditions underlying the contract.

- A down payment has to be transferred to the bank account given with the course invitation, as indicated in writing.
- The contract becomes effective upon receipt of the down payment.

• Registrations will be considered in the order in which payment for the respective event is received. If courses are overbooked, the applicant will be informed. Any deposit already paid will be refunded. If a registered participant chooses to attend the same course at another date, the participant has to register again.

• By applying to participate in a course, the applicant agrees to "Centrum Dry Needling Andrea Schachinger" storing and processing personal data of the applicant or participant until further notice.

• The participant has to inform "Centrum Dry Needling Andrea Schachinger" about changes in personal contact data in a timely manner. All disadvantages stemming from inaccurate contact data are at the expense of the participant.

#### **Payment terms**

• The participation fees have to be transferred to the bank account given with the course invitation no later than twenty-eight (28) days prior to the start of the course. The deposit paid will be credited to the total amount.

• The participant can claim no right to participate in the course if the participation fees have not been transferred to said bank account at least twenty-eight (28) days prior to the start of the course. The payment obligation by the participant is not affected by this.

## Reservation

• "Centrum Dry Needling Andrea Schachinger" reserves the right to cancel a course for organizational reasons, due to failure to obtain the minimum number of participants or in cases of force majeure. In this case the fees already payed will be refunded or the participant will be offered to attend the same course at another date.

- There is no entitlement to a specific lecturer/instructor.
- "Centrum Dry Needling Andrea Schachinger" reserves the right to change the course program; the course contents shall remain unaffected.

#### Cancellation by the participant

• A processing fee of € 50,- will be charged by cancellation of the application by the participant up to four (4) weeks prior to the start of the course. A written cancellation needs to be sent to the contact address given with the course invitation. If the cancellation is not made in due time, the participant will be invoiced a maximum of the total course fees, depending on circumstances as determined by "Centrum Dry Needling Andrea Schachinger".

• A replacement participant may be admitted if the existing obligations are fully accepted by the replacement participant. The replacement participant needs to meet the requirements for course admission and needs to confirm this in writing. "Centrum Dry Needling Andrea Schachinger" reserves the right to reject the replacement participant.

• If a participant chooses to attend the same course on another date, the participant has to cancel the registration first and has to register again. The cancellation policy applies to the cancellation of the already registered participant.

- With a no-show of a registered participant, the course fees become due in full.
- In case of death of a participant, no cancellation fees will be charged.

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## Copyright and intellectual property rights on educational material

• Copyright and intellectual property rights on educational material are owned by "Centrum Dry Needling Andrea Schachinger".

• Any copying, reproduction, transfer, distribution, or storage of part or all of the contents of the educational material in any form without the prior written permission of "Centrum Dry Needling Andrea Schachinger" is expressly prohibited.

• It is expressly prohibited to deliver training of the method "Dry Needling nach Andrea Schachinger".

• It should be pointed out that copyright and intellectual property rights infringements can be a criminal offence.

• It should be pointed out that participants of the courses are not allowed to use the provided educational material and the teached method "Dry Needling nach Andrea Schachinger" for their own teaching purposes or those of third parties, during and after the courses.

## Copyright and intellectual property rights on other material with own corporate design (including website and folder and other materials)

• Copyright and intellectual property rights on other material with own corporate design including website and folder and others are owned by "Centrum Dry Needling Andrea Schachinger".

• It is expressly prohibited to use texts and images from the website, folder and flyer in any form without the prior written permission of "Centrum Dry Needling Andrea Schachinger".

• It is expressly prohibited to use other corporate design elements owned by "Centrum Dry Needling Andrea Schachinger" in any form without the prior written permission of "Centrum Dry Needling Andrea Schachinger".

• Any copying, reproduction, transfer, distribution, or storage of part or all of the material with own corporate design in any form without the prior written permission of "Centrum Dry Needling Andrea Schachinger" is expressly prohibited.

## Liability

• "Centrum Dry Needling Andrea Schachinger" holds no liability for possible errors or mistakes in the provided educational material.

• Neither "Centrum Dry Needling Andrea Schachinger" nor Andrea Schachinger can accept any liability for the application of the taught content or possible consequences for course participants or anyone else using the method "Dry Needling nach Andrea Schachinger". Application of the method of "Dry Needling nach Andrea Schachinger" is at the participants' own risk and responsibility.

• Participation in the courses of "Centrum Dry Needling Andrea Schachinger" is entirely at the participants' own risk, especially the handling of horses during tuition. The liability of "Centrum Dry Needling Andrea Schachinger" and by staff contracted by "Centrum Dry Needling Andrea Schachinger" is limited to intent or gross negligence. A possible claim for damages is limited to the amount of the course fees paid by the participant.

#### Applicable law and competent court

• German law applies to all concluded contracts between the participant and "Centrum Dry Needling Andrea Schachinger". All legal disputes will be displayed to the authorized court.

Registered seat of the enterprise: "Centrum Dry Needling Andrea Schachinger", Ahle 13, D-48619 Heek.