

General Terms and Conditions for Training Courses

§ 1 Subject matter

- 1.1 Vector conducts seminars and workshops (hereinafter referred to as “Training Courses”) at Vector’s premises, online or at the customer’s premises.
- 1.2 At the customer’s request, Vector conducts customised Training Courses. Details shall be agreed separately.
- 1.3 Training Courses
 - 1.3.1 Standard Training Courses are Training Courses that are planned by Vector in advance. Individual places can be booked by different clients who then attend the Training Courses together. These Training Courses can take place at Vector or online.
 - 1.3.2 Customised Training Courses are Training Courses that are planned and carried out individually at the customer’s request. Questions relating to the content will be clarified in advance by telephone or email. These Training Courses can be held at the customer’s premises, at Vector’s premises or online.

§ 2 Registration/fees

- 2.1 The registration for the Training Courses can only be made in writing by email or via the Internet. Vector will confirm the registration in writing.

In the case of customised Training Courses, the customer’s order shall be deemed the registration.

- 2.2 Unless stipulated otherwise, the prices for the standard Training Courses are per participant plus VAT. The fees shall fall due upon confirmation of the registration by Vector and shall be paid by the date of the Training Course or within 30 days after invoicing, without deductions. If payment is not received by the due date, Vector may exclude the participant from the event or cancel the customised Training Course.
- 2.3 For customers who pay in advance, the training place will be reserved after receipt of the training fees.

For customers who pay in advance a pro forma invoice will be sent together with the training confirmation. The fees from the pro forma invoice must be credited to our account at least 3 working days before the start of the Training Course, otherwise participation in the Training Course will not be guaranteed.

Participation shall only be confirmed after payment has been received. However, should the Training Course be fully booked in the meantime, we reserve the right to move the participant to one of the next available Training Course dates. If a cancellation is not received or received late, additional cancellation fees may apply.

- 2.4 Vector reserves the right to determine the method of payment (including invoicing or prepayment) at its sole discretion, unless agreed otherwise between Vector and the customer on an individual basis.

§ 3 Cancellation

- 3.1. The customer may cancel attendance free of charge no later than 14 calendar days prior to the start of the standard Training Course. If the participant cancels at a later date, Vector may charge 50% of the participation fee plus VAT; if the cancellation is made one working day before the start or if a participant fails to attend, Vector may charge the full fee. This shall not apply if the cancelling participant provides a substitute participant.
In the case of customised Training Courses, the following shall apply: The customer may cancel the customised Training Course up to 1 month before the start of the customised Training Course at the latest. If the customer cancels at a later date, Vector may charge 50% of the agreed remuneration plus VAT, unless the date of the customised Training Course is postponed by mutual agreement. In the event of cancellation three working days before the start date, Vector may charge the full fee unless the date of the customised Training Course is rescheduled by mutual agreement.
- 3.2. If the required minimum number of participants is not reached or for organizational or technical reasons, in particular if the trainer is ill, Vector may cancel the event at short notice. Any remuneration already paid by the customer shall be refunded to the customer.
- 3.3. Vector is entitled to exchange trainer. In this case, customer shall be neither entitled to withdraw from the contract nor to reduce the participation fee.

§ 4 Rights to documents

Vector reserves all rights to the documents Vector hands over in the context of the Training Course. The customer shall neither reproduce or edit these, nor transmit them to third parties or make them accessible in any other way. In particular, the content of the Training Course shall not be recorded, taped, photographed, or published. No screenshots of the documents or from the Training Course shall be made either. Statements made by trainers or participants shall not be mentioned or quoted outside of the Training Course.

§ 5 Liability of Vector

- 5.1 Claims for damages – irrespective of their legal basis – against Vector (including the agents used by Vector in the performance of its contractual obligations), which are based on slight negligence, shall be excluded unless an essential contractual obligation/cardinal duty has been breached. In this case, claims for damages shall be limited to the amount paid by Vector's public liability insurer.
- 5.2 Vector undertakes to maintain the coverage of the public liability insurance existing at the time of conclusion of the contract.
- 5.3 The above-mentioned limitations on liability for claims for damages and the reimbursement of expenses shall also not apply if Vector has acted intentionally or with gross negligence, if the claim is based on injury to life, body, or health, or on a breach of a warranty of quality.
- 5.4 To the extent that Vector's liability is excluded or limited under clause 5.1, this shall also apply for the benefit of Vector's legal representative bodies and vicarious agents and agents employed by Vector in the performance of its contractual obligations.

§ 6 Confidentiality

- 6.1 Vector undertakes to use all knowledge of business secrets and of information designated in writing as confidential obtained within the context of the contractual relationship only for the performance of the contract and to keep such knowledge confidential for an unlimited period of time.
- 6.2 The obligation of confidentiality shall not apply (i) to ideas, concepts, know-how and techniques relating to the conduct of Training Courses, (ii) to data already known to Vector at the time of the conclusion of the contract or which is known or becomes known outside of the contract, or (iii) which the receiving party has demonstrably received from a third party by means that are not unlawful and also with no restriction relating to confidentiality or exploitation; or (iv) which was obtained or developed independently by the receiving party without the use of the disclosing party's information; or (v) which are required to be disclosed publicly by law, administrative act or court decision – subject to the condition that the receiving party must inform the disclosing party of this without undue delay and supports it in the defence against such acts or decisions; or (vi) to the extent that the receiving party is permitted to use or disclose the information under mandatory provisions of the law, by operation of the law or under this agreement; or (vii) if the receiving party is acting as project manager or coordinator for the disclosing party, to information which in this context must be provided to contractual partners of the disclosing party for purposes of contractual performance.
- 6.3 Vector requires its employees to maintain confidentiality.
- 6.4 Vector may include the name of the customer, and a brief description of the service provided in a reference list. All other references to the customer in the context of advertising shall be agreed with the customer in advance.

§ 7 Final provisions

- 7.1 The contract and its amendments must be in writing.
- 7.2 These General Terms and Conditions for Training Courses and the contractual relationship between the customer and Vector shall be governed by the laws of the Federal Republic of Germany.
- 7.3 The sole place of jurisdiction for all disputes arising directly or indirectly from the contract and the terms of the contract shall be Stuttgart, Germany.