

# General Terms and Conditions of the DGNB GmbH

## 1. Scope of application

The following General Terms and Conditions shall apply to all training courses, training modules, workshops, examinations and/or other events (hereinafter called “Events”) organised and provided by the DGNB Academy as a business unit of DGNB GmbH (hereinafter called “the DGNB Academy”).

## 2. Application

A binding application to register for DGNB Academy Events must be submitted via the online form at <http://www.dgnb.de/en/academy/>

Applicants will receive an automatic confirmation of receipt of their application, which is not a binding registration. An entitlement to attend arises only through the DGNB Academy’s written or e-mail confirmation of participation at the Event in question.

## 3. Registration and fees

The Event’s content and fees shall be as described on the application form on the DGNB Academy website. Additional German VAT (Value Added Tax) will be charged, if applicable.

All registration fees are due 2 weeks before the start of the Event. In the case of registration for several training modules, Applicants receive one single invoice with all fees which is to be paid 2 weeks before of the start of the first training module.

If the application is processed fewer than 14 days before the Event starts, the registration fee is due immediately.

## 4. Rebooking and rescission

a) The following deadlines and charges shall apply for (one-off) rebooking of Event:

Prior to, no later than 28 days before the start:	<b>free of charge</b>
Prior to, no later than 15 days before the start:	<b>30%</b> of the event fee, at least 100, - €
14 to 1 days before the start:	rebooking is not possible, <b>100%</b> of the event fee

The following deadlines and charges shall apply for rescission of Event:

Prior to, no later than 28 days before the start:	<b>free of charge</b>
Prior to, no later than 15 days before the start:	<b>50%</b> of the event fee, at least 100, - €
14 to 1 days before the start:	Rescission is not possible, <b>100%</b> of the fee

Any other rebooking or rescission of Event bookings are excluded.

- b) In the event that the delegate cannot attend the Event booked due to illness, he/she is entitled, after the submission of an appropriate medical certificate, to a one-off rebooking of Event is free of charge. The new Event booking must take place within 6 months of the initial Event date. Moreover, there is no claim for reimbursement or rebooking.
- c) Applicants who do not attend the Event, subject to clause b) are not entitled to claim any reimbursement.
- d) Applicants are allowed to nominate a substitute for the booked Event. This does not apply to Events for which Applicants' personal registration is required (e.g. for exams). The DGNB Academy will charge a fee of 50 € to rebooking. Additional German VAT (Value Added Tax) will be charged, if applicable.
- e) Compliance with the time limits requires that requests for rebooking or rescissions to Event bookings must be communicated to the DGNB Academy in a timely manner by letter, fax, or email to: [ausbildung@dgnb.de](mailto:ausbildung@dgnb.de). Applicants are obliged to ensure receipt of requests for rebooking or rescission to Event bookings by the DGNB Academy.

## **5. Changes by the DGNB Academy**

In the event that the minimum amount of participants is not reached at least 14 days before the Event start, the DGNB Academy reserves the right to cancel or withdraw from the contract. This also applies to other events which are not in the sphere of influence of the DGNB Academy, such as force majeure. Payments already made will be refunded in such cases, additional costs cannot be reimbursed. In the aforementioned cases, the DGNB Academy will endeavour to inform as soon as possible the Applicants about the changes.

The DGNB Academy also reserves the right to replace the trainer and/or to alter the venue or Event programme or other content without incurring any penalty where these changes are reasonable and objective reasons are available and the overall character of the Event is preserved. Changes of this kind do not entitle Applicants to withdraw from the contract or demand a fee reduction.

Further claims for reimbursement by the Applicants are excluded unless they are based on wilful or grossly negligent conduct on the part of the DGNB Academy or the breach of material contractual duties by the DGNB Academy.

## **6. Documents and Certificate of Participation**

All handouts, materials, and exams provided to Applicants in advance of, during or after the Event are protected by copyright and shall be maintained in confidence and not disclosed to third parties. All handouts, materials and exams may be made available for the Applicants on an exclusive basis. A duplication or other use is permitted only with the written consent of DGNB Academy.

Applicants will receive a certificate of attendance, based on the attendance list (full documentation of his presence) and provided that the Event fee has been paid in full.

**7. Online Dispute Resolution in accordance with Article 14(1) of Council Regulation (EU) No 524/2013 and Consumer Dispute Settlement in accordance with § 36(1) Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*)**

The European Commission provides an Online Dispute Resolution platform (ODR platform). Applicants will find the ODR platform in the internet at <http://ec.europa.eu/consumers/odr>.

DGNB GmbH is currently not participating in the dispute settlement procedure before the Consumer Dispute Settlement Body.

As at: January 2017