

General Terms and Conditions for Chargeable Events of Klimaschutz-Unternehmen e. V.

1. Validity

The conditions of participation apply to all chargeable events and seminars of Klimaschutz-Unternehmen e.V. Unless a differentiation is made in the respective clause, the conditions of participation apply to consumers and entrepreneurs.

2. Registration

Registrations for events and seminars must be made via the registration system on the homepage www.klimaschutz-unternehmen.de. The confirmation of receipt of the registration is sent by an automated e-mail after the registration has been sent and does not yet constitute acceptance of the contract. The contract is only concluded upon receipt of a booking confirmation in conjunction with an invoice from Klimaschutz-Unternehmen e.V.. This will be sent by e-mail or in writing to the participant address provided. Klimaschutz-Unternehmen e.V. reserves the right to change the location, room and lecturer of the event, possibly also the time sequence. Registration is always binding.

3. Cancellation

Klimaschutz-Unternehmen e.V. reserves the right to cancel events with an insufficient number of participants at least three working days before the start of the event. If the speaker is unavailable at short notice, a substitute speaker will be appointed if possible. If a replacement speaker is not available or is prevented from attending due to force majeure, Klimaschutz-Unternehmen e.V. has the right to cancel at short notice. Payments already made will be refunded. Any further claims for damages, in particular for replacement and consequential costs incurred by participants due to the cancellation of events, are excluded.

Changes of speakers or changes in the course of the event do not entitle the participant to withdraw from the contract or to reduce the fee.

4. Terms of Payment

The participant must pay the fee for the event to the bank account of Klimaschutz-Unternehmen e.V. by the date stated on the invoice at the latest, irrespective of any services provided by third parties. The full invoice number and the name of the event must be stated on all payments.

5. Withdrawal and Termination by the Participant

The participant may withdraw from the contract without giving reasons up to 14 working days before the start of the event at the latest. Decisive is the receipt of the declaration of withdrawal by Klimaschutz-Unternehmen e.V. The withdrawal must be made in writing. Already paid fees will be refunded in this case.

6. Termination by Klimaschutz-Unternehmen e.V.

Klimaschutz-Unternehmen e.V. may terminate the contract for good reasons, e.g. if the participant persistently disturbs the event or if no payment is made in due time after a reminder. There is no entitlement to reimbursement of fees already paid.

7. Dispute Resolution for Consumer Contracts

If the participant is a consumer, he can initiate an online dispute resolution for disputes arising from a contract concluded online with Klimaschutz-Unternehmen e.V. at <http://ec.europa.eu/consumers/odr/>.

8. Liability

Klimaschutz-Unternehmen e.V. is only liable for damages that are based on an intentional or grossly negligent breach of duty by Klimaschutz-Unternehmen e.V., its legal representatives or vicarious agents. This does not affect the liability for injury to life, body and health, for the breach of essential contractual obligations and from the Product Liability Act. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract and on whose compliance the contractual partner relies and may regularly rely. In the event of a breach of material contractual obligations, the claim for damages shall be limited to the typically foreseeable damage if this was not caused intentionally or by gross negligence, unless it concerns claims for damages arising from injury to life, limb or health.

9. Data Protection

The data of the participant and/or the contractual partner or its representative shall be stored electronically and processed automatically by Klimaschutz-Unternehmen e.V. exclusively for the organization and execution of the event, unless the participant expressly consents to any other use and/or application of the data specified in the respective consent. The data will not be passed on to unauthorized third parties.

The booking confirmation and invoice may be sent by e-mail. It cannot be ruled out that this will be read by third parties.

10. Copyright, Rights to Event Materials and Content

The participant agrees to his/her personal data being stored for the purpose of processing the event and for subsequent participant information. The data in the form of names, telecommunications data and the private or business address will be stored for organizational reasons and for billing purposes. If the participant wishes to object to the use of personal data for information purposes after consent has been given, this must be communicated to Klimaschutz-Unternehmen e.V. in writing or by e-mail.

The use of the scripts, books, software and other materials and content provided by Klimaschutz-Unternehmen e.V. is only permitted to the participant. Reproduction and/or use by third parties is prohibited. The participant is also not entitled to rent out these documents or to pass on software programs and access data for the learning platform to third parties.

11. Cancellation Policy for Consumers

If the participant is a consumer, he/she has the right to cancel the concluded contract in text form within 14 days without giving reasons. The attached sample withdrawal form can be used for this purpose, but is not mandatory. The revocation period begins on the day the contract is concluded. To meet the withdrawal deadline, it is sufficient for the participant to send notification of exercising the right of withdrawal before the withdrawal period expires.

The revocation must be sent to the following address:

Klimaschutz-Unternehmen e.V.
Invalidenstrasse 91

D-10115 Berlin

E-mail: geschaeftsstelle@klimaschutz-unternehmen.de

Consequences of rRevocation

In the event of an effective withdrawal, the services received by both parties must be reimbursed and any benefits derived (e.g. interest) must be returned. If the consumer is unable to return the services received in whole or in part or only in a deteriorated condition, he may have to pay compensation in this respect. This may mean that he must nevertheless fulfill the contractual payment obligations for the period up to the revocation. Obligations to reimburse payments must be fulfilled within 30 days.

The period begins for the consumer with the dispatch of the revocation declaration, for Klimaschutz-Unternehmen e.V. with the receipt. The right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at the express request of the consumer before he has exercised his right of withdrawal.

Sample Withdrawal Form

Klimaschutz-Unternehmen e.V.

Invalidenstrasse 91

D-10115 Berlin

E-mail: geschaeftsstelle@klimaschutz-unternehmen.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service

Concluded on

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate.