

## General Terms and Conditions for Advanced Training of BPM&O GmbH

### § 1 Scope and Provider

1. BPM&O GmbH (hereinafter: BPM&O), Domstrasse 37, 50668 Cologne offers advanced training in Process Management and process-oriented organizational development as **BPM&O Akademie** based on the following General Terms and Conditions (GTC) as well as seminar descriptions and individual service descriptions (quotation).
2. Individual contractual agreements take precedence over these GTC.
3. Deviating, conflicting or supplementary GTC are not part of the contract, unless their validity is explicitly agreed.

### § 2 Subject of the contract / Scope of services

1. BPM&O provides seminars and training programs according to extend and scope specified in the current descriptions on the website [www.bpmo-akademie.de](http://www.bpmo-akademie.de) and/or seminar catalogue which are accessible to everyone (hereinafter: open seminars) as well as in-house trainings according to quotations or purchase order for the client.
2. In any case, BPM&O reserves the right to make changes to its training program and the content of seminars at any time.
3. In the case of in-house training, the agreed (individual) training content is specified with the client.

BPM&O is obliged to take change requests for the in-house training by the client into account, if reasonable within the scope of their operational capacities, specifically with regards to the costs and time scheduling. If a comprehensive examination of the additional effort is necessary, BPM&O may request a separate order for it. Alterations and additions to the order require a written form to be effective.

### § 3 Appointment of trainers

1. BPM&O undertakes to employ qualified trainers for the conduct of open seminars and in-house trainings.
2. For in-house training, the appropriate trainer is agreed on with the client.
3. BPM&O reserves the right to replace trainers at short notice, if necessary for technical, organizational or health reasons.

### § 4 Seminar documents

1. In principle, BPM&O uses its own documents for the seminars and training programs.
2. Requests for individual adjustments to the documents for in-house trainings by the client must be agreed on separately with BPM&O and reimbursed accordingly. The provision and delivery of the documents and other

materials such as learning / work aids must be agreed on separately.

3. Participants of open seminars and clients of in-house trainings warrant that the seminar documents prepared by BPM&O are only used for the contractually agreed purposes and will not be duplicated, processed, translated, reprinted, published, spread or passed on an individual basis without prior explicit consent.
4. All rights to seminar and training documents of BPM&O Akademie (e.g. handouts, exercises, case studies) lie exclusively with BPM&O. Reproduction of the seminar documents of BPM&O as well as any other use, e.g. by third parties, requires the written consent of BPM&O.

### § 5 Registration / Obligations of the participant or client

1. Registration for open seminars or commissioning of in-house trainings requires the written form. It can be done online at [www.bpmo-akademie.de](http://www.bpmo-akademie.de), send by e-mail to [akademie@bpmo.de](mailto:akademie@bpmo.de), fax or post mail. BPM&O confirms the receipt of the registration or purchase order in writing by e-mail. With confirmation, the registration or order shall become binding.
2. For registration or commissioning, the submission of data and information by the participant or client is required. In doing so, the participant or client is obliged to provide correct information. If a wrong identity is chosen and this becomes known to BPM&O, the contractual relationship will be terminated immediately without notice. BPM&O explicitly reserves the right to claim damages in this case.
3. When registering online for open certificate programs, XING EVENTS GmbH (hereinafter: service provider) will issue the invoice and process the payment in the name and on behalf of BPM&O. The participant or responsible purchaser will receive a registration confirmation from the service provider via e-mail. Additionally, the participant or responsible purchaser receives an invoice as PDF by e-mail. Alternatively, the delivery of the invoice via post mail can be requested for an additional charge during the ordering process.
4. Registrations for open seminars will be considered in the order in which they are received up to the maximum number of participants. The maximum number of participants is between 12-15 people, depending on the seminar.

### § 6 Withdrawal by the participant or client

1. Withdrawal from participation in the open seminar is free of charge if this occurs up to 14 calendar days before start of the seminar. If a substitute is named by the originally registered participant or responsible purchaser by start of the seminar, no cancellation fees arise.

2. Withdrawal from in-house trainings is free of charge if this occurs within 14 calendar days after placing the order and up to 30 calendar days before start of the in-house training.
3. In all other cases of withdrawal, BPM&O can demand reimbursement of expenses. When calculating the claim for compensation, usually saved expenses and possible other uses of the seminar services are to be taken into account.  
Instead of such a claim for reimbursement of expenses, BPM&O can calculate a claim for compensation according to the following graduation:
  - between 29 calendar days (in-house) or 27 calendar days (open seminars) and 6 calendar days before start of the seminar 50% of the seminar price,
  - 80% of the seminar price when 5 or less calendar days before start of the seminar.
4. If a registered participant of an open seminar is absent from the seminar without prior notice, BPM&O can demand overall cancellation costs of 80% of the seminar price.
5. In the case of an overall claim for compensation, usually saved expenses and possible other uses of the seminar services are not taken into account.
6. Cancellation of a registration or commissioning requires the written form. It can be sent by e-mail to [akademie@bpmo.de](mailto:akademie@bpmo.de), fax or post mail.

## § 7 Cancellation by BPM&O

1. BPM&O reserves the right to cancel an open seminar on grounds of insufficient demand or low number of participants and/or change seminar dates.
2. In the case of a cancellation, each participant will be informed immediately.
3. If a seminar - both open seminar and in-house training - is canceled due to force majeure, illness of the trainer or other circumstances for which BPM&O is not responsible, the participants or client do not have the right to the conduct of the seminar. In the case of a trainer's illness, BPM&O will try to find a replacement.
4. If an open seminar or in-house training is canceled, BPM&O is obliged to offer the participants or client an alternative seminar date. If, for reasons for which BPM&O is responsible, no agreement can be reached on an alternative seminar date, the participant or client can withdraw from the contract. In this case, BPM&O cannot demand any cancellation fees.
5. BPM&O cannot be obliged to reimburse travel or accommodation costs or any other consequential damage.

## § 8 Seminar price

1. The disclosed seminar prices for open seminars on the website are net prices. They include costs for seminar

- room, seminar documents as well as (for classroom trainings) lunch and refreshments during breaks.
2. For seminar programs with the opportunity to obtain a PersCert TÜV certificate, examination fees may apply. These are included in the disclosed package price for the open seminar program.
3. Fees and expenses for in-house trainings are agreed in writing with the client.
4. The applicable statutory value added tax (VAT) must be added to all price information and will be stated separately on the invoice.

## § 9 Terms of payment

1. For open seminars, the participant or responsible purchaser will receive an invoice (PDF) by e-mail. At request, the invoice will be delivered via post mail at request. Payment of the invoice is due upon receipt and payable within 14 days thereafter without deductions.
2. When registering to seminar programs online, the participant or responsible purchaser will immediately receive an invoice (PDF) by e-mail from the service provider of BPM&O. The seminar price stated in the invoice is due for payment immediately upon receipt. If the delivery of the invoice via post mail is requested in the ticket shop, the fee for delivery listed during the online registration is additionally due.
3. Invoices for in-house trainings will be sent to the client as PDF after the conduct of the in-house training. At request, the invoice will be delivered via post mail at request. Payment of the invoice is due upon invoicing and payable within 14 days thereafter without deductions.

## § 10 Certificates

1. Participation in an open seminar will be confirmed by a certificate of BPM&O Akademie.
2. After successfully completing a seminar program with the opportunity to obtain a PersCert TÜV certificate, PersCert TÜV issues and sends the certificate approx. 2-4 weeks after passing the examination.
3. If certificates for in-house training are requested, the necessary data for each participant must be sent to BPM&O in written form.
4. Prerequisites for issuing certificates must be met.

## § 11 Data protection

1. By registering for an open seminar or commissioning an in-house training, the participant or client agrees to the [Privacy Notice of BPM&O](#).
2. By registering for or commissioning an (in-house) seminar program with the opportunity to obtain a PersCert TÜV certificate, the participant or client consents to the transfer of personal information to PersCert TÜV regarding an examination registration and, if necessary, to TÜV Rheinland Akademie regarding the organization of the seminar.

3. The legal regulations of data protection are always maintained.

### § 12 Adjustments to the general terms and conditions

Adjustments to these general terms and conditions are possible at any time due to legal and/or technical requirements. In this case, the participants and clients will be informed of the planned adjustments by e-mail and given the opportunity to object to the adjustments to the terms and conditions within four weeks. If the participants and clients do not explicitly object, the participants and clients hereby express their consent by silence. This legal obligation of silence shall be explicitly indicated in the context of the information on adjustments to the general terms and conditions.

### § 13 Choice of law and place of jurisdiction

1. The applicable law of the Federal Republic of Germany applies.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) explicitly do not apply.
3. Place of jurisdiction for all legal disputes is Cologne if the client is a company, a legal entity under public law or a special fund under public law.

### § 14 Severability clause

If one or more provisions of these general terms and conditions are invalid, it does not invalidate the entire contract. The ineffective provision will be replaced by the valid legal regulation.