



Akademie

TERMS AND CONDITIONS for inhouse and consultancy services TÜV SÜD Academy

Definitions

In these Terms and Conditions, the following terms shall have the meanings as set out in this Definitions section:

- **Academy** shall refer to the TÜV SÜD Academy
- **Contracting Entity** shall refer to the contractual partner of the TÜV SÜD Academy
- **Events** shall refer to training courses of any kind offered by the Academy. This may include individual sessions, or longer courses that run for several sessions. For the avoidance of doubt, when reference is made to cancellation of an Event, this shall refer to a situation where the entire Event is cancelled, rather than merely an individual session that is a component part of a longer, multi-session Event.
- **Parties** shall refer jointly to the Contracting Entity and the Academy.
- **Services** shall refer to the services to be provided by the Academy.

1 General Description, Scope of Application

- 1.1 These general terms of business shall apply to consultancy, inhouse or similar contracts with the Academy (hereinafter "Services").
- 1.2 These Terms and Conditions (hereinafter Terms and Conditions) shall apply between the Academy and the Contracting Entity.
- 1.3 These Terms and Conditions shall apply exclusively. Any Terms and Conditions of the Contracting Entity, which run contrary to these Terms and Conditions, or which amend them, shall only become a part of the Agreement, where the Academy has explicitly consented to this. This consent requirement shall apply in all cases, including in situations where the Academy is aware of the Contracting Entity's Terms and Conditions and provides Courses for the without reservation.
- 1.4 Any individual agreements entered into with the Contracting Entity (including any ancillary agreements, amendments or changes) shall have precedence over these Terms and Conditions. The content of any such agreements shall be proven by way of a written contract, or, as the case may be, the written confirmation of the Academy, subject to proof to the contrary.

2 Implementation

- 2.1 Unless otherwise agreed, the Services shall be rendered in compliance with the provisions applicable thereto at the date of the Contract being entered into. The subject of the contract shall be the provision of the agreed Services offered. There is no guarantee of any particular, measurable success, or for any specific result of the course, nor is there any entitlement to such. The Academy shall be entitled to determine and decide on the method or the type of any inhouse or consultancy assignments as the Academy sees fit in its own reasonable discretion, provided that nothing to the contrary was agreed in writing, and that there are no mandatory provisions that would demand that a particular approach be taken. The Academy does not accept any responsibility for the correctness of the security programmes or safety regulations, unless this is explicitly agreed in writing.
- 2.2 The Academy shall be entitled to make use of subcontractors to perform the contract. There is no entitlement of the Contracting Entity to any particular speaker/lecturer.
- 2.3 The scope of the Services rendered by the Academy shall be stipulated in writing at the time the order is placed. In the event that it transpires that there is a demand for expanding or otherwise amend the Services while they are being performed, then any such changes must be additionally agreed in writing before any such changes take place. The right to terminate without notice for cause shall remain unaffected by this.

3 Deadlines, Delay, Force Majeure, Frustration

- 3.1 Any deadlines given by the Academy shall be non-binding, unless they are explicitly agreed in writing to be binding.

- 3.2 Where an Event is cancelled due to incapacity of the speaker the Contracting Parties shall agree an alternative date. Where an Event is cancelled without an alternative date being provided, any attendance fees paid already shall be refunded. This shall not give rise to any further claims either by the Contracting Entity, or the participants.

- 3.3 After entering into the Contract, the Contracting Entity shall be entitled to cancel free of charge up to two weeks prior to the course commencing. Any such notice of cancellation must be given in writing. In the event that any cancellation or request to reschedule the date is made less than two weeks before the commencement of the Event, 50% of the fee, plus VAT, shall fall due as cancellation fee. Where an Event is rescheduled or cancelled less than one week before it was due to commence, then the full fee plus VAT shall fall due. The definitive date shall be the date of receipt of the post at the Academy.

4 Contracting Entity's Obligation to Participate

The Contracting Entity shall support the Academy in the performance of the Event as commissioned, to the extent required. In particular, the Contracting Entity shall provide necessary information and materials in good time and free of charge, and shall make available the requisite rooms and technological environments free of charge. The Contracting Entity's obligation to participate shall form a material part of the Contract.

5 Liability

- 5.1 The Academy shall not be liable to the Customer for any loss of revenue, profit, goodwill or business opportunity or for any consequential loss attributed to or associated with the performance or non-performance of the Services.
- 5.2 The total liability of the Academy to the Customer arising out of or associated with the performance or non-performance of the Services, whether arising in contract, tort (including negligence) or breach of statutory duty, shall not exceed 200% of the contract price.
- 5.3 Nothing in this clause shall operate to exclude or limit the liability of the Academy for fraud or fraudulent misrepresentation, or any claim in respect of which liability cannot be limited by law.

6 Conditions for Remuneration and Payment

- 6.1 The Academy shall be entitled to demand reasonable advances and/or invoice for part-payments in respect of Services rendered already. Invoices for part-payment do not need to be described as such. Receipt of an invoice shall not mean that this constitutes the full and final amount the Academy is charging in respect of that job.
- 6.2 Unless agreed otherwise, any travel expenses, travel times, disbursements and overnight expenses shall be additionally invoiced.

7 Confidentiality, Copyright, Data Protection

- 7.1 The copyright in any and all materials, results, calculations, etc. produced by the Academy shall be explicitly reserved to the Academy. Any reproduction, publication, passing onto third parties, or other use by the Contracting Entity or by the Participants shall only be permissible with the prior, written consent of the Academy. Differing agreements regarding the transfer of rights of use and the granting of licences may be entered into in separate, individual contracts.
- 7.2 Where materials from third parties are used as part of performing a job, then the copyright in any such materials shall remain with those third parties.
- 7.3 In cases as per sections 7.1 and 7.2 neither the Contracting Entity nor third parties may amend the materials, even in excerpts, either as far as the content is concerned, or to make any editorial changes, or indeed use any amended versions, reproduce the materials, make them publicly available, or forward them, upload them to the internet or other networks, whether for a fee or free of charge, imitate them, sell them, or use them for any other purposes than contractually agreed. Copyright notices, identifying markings, or trademarks must not be removed.



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- 7.4 The Academy shall not disclose or utilise any business or trade secrets of which it becomes aware in the course of performing the job, beyond using it in order to perform that job, unless authorised to do so.
- 7.5 The Academy processes the customer's personal data for the proper performance of the order and otherwise only for permissible purposes.
- 7.6 Amongst others, the Academy uses automated data processing machines for this. The Academy complies with all applicable data protection requirements in its data processing.

8 Place of Jurisdiction, Place of Performance, Applicable Law:

- 8.1 The place of jurisdiction for either Party asserting any claims shall be the place of the Registered Office of the Academy.
- 8.2 The place of performance for all obligations arising from the Contract shall be the place of the Registered Office of the Academy.
- 8.3 These terms and conditions and the contract between the parties shall be governed by English Law.