

MIG 054

GTC's and letter of revocation

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## 1. Scope

These General Terms and Conditions of Business of

### **HCx Consulting GmbH,**

Ulmenstraße 12, 15864 Wendisch Rietz,

Phone: +49 3 36 79 - 42 98 10, Fax: +49 3 36 79 - 42 98 09,

E-mail: [info@medizin-im-gruenen.de](mailto:info@medizin-im-gruenen.de)

(in the following: HCx Consulting GmbH)

apply to the execution of open and closed events such as training courses, seminars, trainings, workshops. These General Terms and Conditions apply to all offers and services of HCx Consulting GmbH and apply exclusively. The general terms and conditions of the participant, of the client do not become part of the contract, their inclusion is hereby expressly contradicted.

## 2. Scope of performance

Unless otherwise offered and agreed, HCx Consulting GmbH provides the following for the participant of the training course at the Medical Competence Centre in Wendisch Rietz: conference and function rooms with suitable equipment, lecturers and rooms for breaks. The service is comprehensively described in the respective brochure (seminar program) or in the seminar program on the website of HCx Consulting GmbH and is to be paid at the stated rate (participation fee), unless otherwise agreed.

## 3. Registration and online ordering process

Only your registration on the completed form, by e-mail or fax or online constitutes a binding offer to conclude a service contract with HCx Consulting GmbH. If the participation fee is not paid by the participant himself, but by his employer, the employer's assumption of costs must be confirmed in addition to the participant's registration. However, the service contract only comes into effect upon receipt of our written confirmation or upon receipt of the invoice as acceptance of your offer to conclude a service contract. A rebooking or cancellation can only take place within the framework of the cancellation guarantee described in section 5. All registrations will be booked in the order in which they are received.

The **online ordering** process takes place in the steps described below.

Via the overview pages to the individual event offers the participant gets to the individual events. Detailed information and descriptions of the event can be called up in the individual view. The individual view also contains information on the price and availability of the event.

In principle, payment is made on account by bank transfer to one of the accounts of HCx Consulting GmbH specified therein. In exceptional cases, cash payment of the participation fees is also possible. HCx Consulting GmbH does not charge any fees for both types of payment.

The participant has the possibility to book the respective event via the registration form. The view appearing there shows the customer detailed price information as well as an indication whether places are currently still available for the selected event or not.

The customer can start the ordering process by clicking on the corresponding button again. After this selection, the customer is given the opportunity to check all entries again and, if necessary, to correct them using the "Change" button.

After confirmation of the entries, these General Terms and Conditions and the data protection provisions of HCx Consulting GmbH will be made accessible to the customer and made available for downloading for storage on a permanent data carrier.

Only by clicking on the "Book for a fee" button does the participant make a binding declaration that he wishes to book the selected event. If orders are placed electronically, HCx Consulting GmbH will immediately confirm receipt of the booking. The automatic confirmation of receipt does not constitute a binding acceptance of the booking. Together with the confirmation of receipt, these General Terms and Conditions and the event information will be sent to the participant again.

#### 4. Terms of payment

The participation fees shown in the invoice incl. VAT are per participant. The participant has to pay the fee regardless of the services of third parties at the latest by the date stated in the invoice, as a rule up to five weeks before the booked event date. The participant is in default without a reminder.

#### 5. Representation, rebooking and cancellation - applies only to consumers (B2C)

**Representation:** You can nominate a representative instead of the registered participant at any time. You will not incur any additional costs.

**Rebooking:** You can change your booking at any time to another event date or to another event. Please let us know in writing. In the event of a rebooking (only possible once) we charge the following rebooking fees (the date of receipt of the mail is decisive).

Consumer revocation rights remain unaffected (see the revocation instructions at the end of these GTC).

- free of charge up to 4 weeks before the start of the event
- up to 3 weeks before the start of the event 10 % of the participation fee, but at least € 30.00. plus VAT\*
- from 2 weeks before the start of the event 20 % of the participation fee plus VAT\*

\*In case of subsequent cancellation, the remaining costs of 40 or 80 % of the participation fee plus VAT will be charged. The date of receipt of the rebooking is decisive.

**Cancellation:** You can withdraw from the contract at any time. Cancellation must always be made in writing. Please note that we charge the following cancellation fees (the date of receipt of the mail is decisive). Consumer revocation rights remain unaffected (see the revocation instructions at the end of these GTC).

- free of charge up to 4 weeks before the start of the event
- up to 3 weeks before the start of the event 50 % of the participation fee plus VAT
- from 2 weeks before the event 100% of the participation fee plus VAT. This also applies to non-appearance of the registered participant

The aforementioned rebooking and cancellation fees do not apply if the participant can prove that HCx Consulting GmbH has suffered no or less damage as a result of the rebooking or cancellation.

## 6. Cancellation / Cancellation of seminars

We reserve the right to cancel the event due to insufficient demand or number of participants (at the latest 7 days before the planned event date) or for other important reasons for which we are not responsible (e.g. sudden illness of the speaker, force majeure). Any participation fees already paid by you will of course be refunded. Further liability and compensation claims, which do not concern the injury of life, body or health, are excluded, as far as there is no intention or gross negligence on our part. Please note that this also applies to hotel rooms booked by you as well as flight or train tickets.

## 7. Reservations for changes

We are entitled to make any necessary changes in content, methodology and organization (e.g. due to changes in the law) before or during the event, provided that such changes do not significantly change the benefit of the announced event for the participant. If necessary (e.g. illness, accident), we are entitled to replace the intended speakers with other equally qualified persons with regard to the announced topic. The documents made available within the framework of the further training will be prepared to the best of our knowledge. Liability and guarantee for the correctness, topicality, completeness and quality of the contents are excluded.

## 8. Withdrawal / Cancellation / Rebooking - only valid for business customers (B2B)

You can withdraw from the contract at any time. Withdrawal must always be in writing. Please note that we charge the following cancellation fees (the date of receipt of the mail is decisive).

- free of charge up to 6 weeks before the start of the event\*
- up to 3 weeks before the start of the event 50 % of the commissioned costs\*, \*\* plus VAT
- from 2 weeks before the start of the event 100% of the commissioned costs\*, \*\* plus VAT

\*Plus, costs from planning and execution already incurred up to the time of cancellation.

\*\*Less services that can be cancelled by HCx Consulting GmbH without any financial loss.

The aforementioned cancellation fees do not apply if the contractual partner can prove that HCx Consulting GmbH does not incur any damage or a lesser damage as a result of the cancellation or rebooking.

**Rebooking:** You can change the contract at any time and rebook to a later date. This must always be done in writing. Please note that we charge the following rebooking fees (the date of receipt of the mail is decisive).

- Personnel costs in rescheduling\* will be incurred for changes in bookings without changing the services ordered.
- For rebooking's with changes to the services ordered, personnel costs in rescheduling plus costs for services cancelled or booked in addition\* shall be incurred.

\*Plus, any costs of cancellation and re-booking depending on the time limit for notification of change of booking

## 9. Liability

Any liability for force majeure is excluded. This applies to all claims not regulated in these conditions. However, we shall be liable without limitation for intent and gross negligence. The liability for simple negligence is limited to the violation of essential contractual obligations, the observance of which the participant may regularly rely on and which are of central importance for contracts of this type, as well as to the typically foreseeable extent of damage.

## 10. Data protection

By submitting the registration form, the participant agrees that personal data may be stored for the purposes of seminar processing.

## **11. Copyright**

HCx Consulting GmbH and/or the speakers of the respective event reserve all rights to the seminar documents. All seminar documents may only be reproduced or passed on to third parties with the express written permission of HCx Consulting GmbH.

## **12. Photo and Film shoots**

Photography and filming in the Medical Competence Centre in Wendisch Rietz are generally prohibited and are only possible after consultation and approval by the course management and with the consent of the persons depicted.

## **13. Salvatoric Clause**

Should individual provisions of the above General Terms and Conditions be invalid or incomplete, they shall be replaced by the statutory provisions. The ineffectiveness of individual regulations does not lead to the total invalidity.

## **14. Further consumption information**

The contract language is German. HCx Consulting GmbH will store the contracts concluded electronically after conclusion of the contract and make them available to the participant upon request.

## **15. Revocation instruction**

This cancellation policy only applies to consumers, consumers are those who conclude transactions that cannot predominantly be attributed to his business or self-employed professional activity.

### **15.1 Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period shall be fourteen days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (HCx Consulting GmbH, Ulmenstraße 12, 15864 Wendisch Rietz, telephone: 03679- 429810, fax: 03679- 429809, e-mail: [info@medizin-im-gruenen.de](mailto:info@medizin-im-gruenen.de)) of your decision to withdraw from this contract by means of a clear

declaration (e.g. a letter, fax or e-mail sent by post). You can use the sample revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

## **15.2 Consequences of revocation**

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

If you have requested that the Services be commenced during the withdrawal period, you shall pay us a reasonable amount equal to the proportion of the Services already provided by the time you notify us of the exercise of the right of withdrawal in respect of this Agreement in relation to the total Services provided for in the Agreement.

**[General terms and conditions and revocation form for download as PDF file](#)**

## **15.3 Revocation form**

follow

# Revocation letter / Fax: +49 3 36 79 - 42 98 09

If you want to cancel the contract, please fill out this form and send it back to us.

## To Medical Centre of Excellence

c/ o HCx Consulting GmbH

Ulmenstraße 12 • D-15864 Wendisch Rietz

**Fax: +49 3 36 79 - 42 98 09**

**E-Mail: [info@medizin-im-gruenen.de](mailto:info@medizin-im-gruenen.de)**



I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the

of the following goods (\*) /the provision of the following services (\*) .....

Ordered on (\*)/received on (\*):

Address of the consumer(s):

Name(s) of consumer(s):

Date:

(\*) delete as appropriate

Signature of consumer(s) (only for paper communication)

Notes

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