

General Terms and Conditions

BFI Tirol Bildungs GmbH (in short: BFI Tirol)



I. Registration

Registration must be made in writing. Unless otherwise stated in individual cases, interested parties may register for courses offered by BFI Tirol in person (by submitting the registration form), by e-mail, by letter or via the webshop on the BFI Tirol website. Due to limitations on the number of participants, registrations are considered in the chronological order in which they are received. Each registration is binding on the registering person. The written confirmation of registration (by postal letter or e-mail) confirms receipt of the registration; a binding acceptance will be issued separately by means of an invitation. BFI Tirol is not obliged to accept registrations or to issue a binding confirmation. Courses or parts of courses may be cancelled for important reasons. In particular, BFI Tirol reserves the right to cancel a course should the minimum number of participants not be reached.

II. Course Fee

The course fee is due 7 days before the start of the course. If the course fee is not paid on time for reasons attributable to the participant, BFI Tirol shall be entitled to exclude the person concerned from the course. The course fee shall be paid in cash, by debit or credit card (instant payment) or by bank transfer. In the case of bank transfers, the customer number and course number shall be indicated in order to enable a clear allocation of payments. Discounts and vouchers (original copy required) can only be granted if they are declared at the time of registration. Examination fees are either included in the course price or shown separately as stipulated in the course description. No refunds shall be granted for missed teaching units, parts of a course or the entire course, unless mandatory legal provisions or special contractual agreements provide otherwise. Unless otherwise stated, BFI Tirol course fees do not include VAT.

III. Implementation of the Course

Participants will receive a written invitation (by postal letter or e-mail) stating the location of the course in due time before the commencement of the course. Both the invitation and timely payment of the course fee are prerequisites for attending the course. Therefore, the invitation letter and confirmation of payment must be presented upon request at the beginning of the course. One lesson at BFI Tirol consists of a teaching unit (UE) of 50 minutes and a break of 10 minutes, unless otherwise specified in the course offer. Participants who have attended at least 75% of the units of a course and have paid the full course fee will receive a written confirmation of course attendance, unless funding requirements or legal provisions stipulate otherwise. Certificates of course completion are issued once only. Duplicates may be issued against payment of an administrative fee within the statutory retention period. This period is at least 7 years and may be extended in accordance with applicable legal regulations. After this period, duplicates can only be issued if data storage compliant with the GDPR is available. Participation in at least 75% of the units of a course and payment of the course fee and any examination fee are also prerequisites for sitting examinations. This shall not apply to courses and examinations for which legal regulations stipulate different attendance requirements. Such attendance requirements will be indicated on the website and/or during the course.

IV. Withdrawal from the Contract

Participants may withdraw from the contract either by contractual cancellation (in accordance with the following deadlines and costs) or by exercising the statutory right of withdrawal (free of charge within 14 days in the case of distance selling). Both options exist independently of each other.

IV.1. Cancellation Policy

A contract may only be cancelled in writing (by e-mail, letter or submission of a cancellation form). The date of receipt shall apply.

Cancellation deadlines:

- Cancellation up to and including 11 days before the start of the course is free of charge.
- Cancellation from 10 days up to and including 1 day before the start of the course will incur cancellation fees amounting to 50% of the course fee.
- From the start of the course (including non-attendance), the full course fee shall be payable.

IV.2. Right of Withdrawal

If a registration is made exclusively by means of distance selling, in particular by e-mail or online, participants have the right to withdraw from the contract within 14 days from the conclusion of the contract without giving reasons. In order to exercise the right of withdrawal, a clear written declaration (by postal letter or e-mail) of the decision to withdraw from this contract must be received by BFI Tirol. In order to comply with the withdrawal period, it shall be sufficient if such notification of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period. Where BFI Tirol has not yet provided its services in full at the time of withdrawal, the course fees for the services already provided in full or in part during the withdrawal period shall be paid in full or pro rata to the extent of the services provided in relation to the total services. Participants expressly agree that the provision of services may commence before the expiry of the withdrawal period if the registration is made at such a time that the intended service begins or is provided within the withdrawal period. A withdrawal form, the use of which is

not mandatory, can be found on the BFI Tirol website. If withdrawal is submitted electronically, participants will immediately receive confirmation of receipt. In the event of withdrawal, payments made by the participant will be refunded accordingly within 14 days of receipt of the withdrawal, unless the service has already been provided in full or in part at the time of withdrawal. Documents already received and not yet used in the course are to be returned to BFI Tirol or deleted within 14 days from the date of submission of the notice of withdrawal. Items received are to be returned within the same period. The deadline for return is deemed to have been met if the documents and items are sent within the deadline. The direct costs of the return shipment shall be borne by the withdrawing party. No right of withdrawal for purely online offers: Services designated as purely online offers constitute digital content that is not provided on a physical data carrier. If BFI Tirol begins providing such content before the expiry of the withdrawal period (e.g. by transmitting data or login credentials), the statutory right of withdrawal shall no longer apply. The contract confirmation shall contain information confirming consent and acknowledgement of the loss of the right of withdrawal pursuant to § 18 para. 1 no. 11 FAGG.

V. Changes and Cancellation of Courses

BFI Tirol reserves the right to make organisational changes (e.g. switch from face-to-face to online teaching) and/or changes to the content, or to cancel courses, parts of courses or individual course units (e.g. if the minimum number of participants is not reached; in the event of force majeure or sovereign acts or regulations due to an exceptional situation such as an epidemic or pandemic). Participants shall be informed of any cancellation or change. Should a course be cancelled, the course fee shall be refunded in full. However, participants shall not be reimbursed for any expenses or costs of any kind (such as travel expenses or loss of time) resulting from a cancellation or change of course, subject to mandatory provisions to the contrary. In consultation with the participants, courses for which the minimum number of participants has not been met may be shortened while the course fee remains unchanged. Such shortening may also take place without consultation with the participants if this is expedient or necessary for the implementation of the course and does not involve any significant change to the content of the course and the course objective is maintained. Courses for which the minimum number of participants has not been met may be held in their full length at an additional fee to be paid by the participants.

VI. Data Protection and Data Use

The BFI Tirol privacy policy shall apply (<https://www.bfi.tirol/datenschutz>).

VII. IT Terms of Use and Copyright

Any misuse of BFI Tirol IT systems, in particular the storage, downloading or distribution of immoral, obscene, racist or illegal data or programmes, is prohibited and may be reported to the authorities. This also applies to copyright-protected content (e.g. music, videos, images, photographs, graphics, etc.) as well as internal BFI data. Internet, e-mail and intranet services may only be used for course or training programme purposes. User passwords must be treated confidentially and may not be disclosed to third parties. If damage to IT equipment occurs before or during use, this must be reported to the trainers. In the event of damage caused by improper use, BFI Tirol reserves the right to claim compensation.

VIII. Miscellaneous

The respective house rules at the course locations must be observed. It is not permitted to bring other persons or animals to the course. BFI Tirol reserves the right to exclude any persons from participation if they obstruct the proper implementation of a course or examination by behaving in an improper or harassing manner. Such a measure shall not entitle the person concerned to a refund of the course fee or an aliquot part thereof. The recording of audio or video material during the course is strictly prohibited. Travel expenses are to be borne by the participants themselves. Exclusion of liability: BFI Tirol accepts no liability whatsoever for personal belongings, including valuables, as well as for teaching materials provided by participants. Liability for personal injury shall be governed by the applicable statutory provisions. BFI Tirol shall furthermore not be liable for damages caused by slight negligence which are not related to the contractual main or ancillary obligations (such as duties of protection and care, duties of information and confidentiality, or obligations ensuring the preparation and proper performance of the main service). The exclusion of liability shall apply subject to mandatory consumer protection provisions, e.g. as stipulated in the Austrian Consumer Protection Act (KSchG) or the Austrian Consumer Warranty Act (VGW). Errors and omissions: The web offer and other publications by BFI Tirol are carefully prepared, regularly maintained and updated. However, no guarantee or liability shall be assumed for the correctness, completeness or availability of the information provided or retrievable within the scope of the web offer or other publications. BFI Tirol reserves the right to correct erroneous, inaccurate or incorrect information at a later date.