

## **General Terms and Conditions**

### **BFI Tirol Bildungs GmbH (in short: BFI Tirol)**

#### **I. Registration**

Unless otherwise stated in individual cases, interested parties can register for courses offered by BFI Tirol in person (by handing in the registration card), in writing (by e-mail, letter, registration card) or via the registration form on the BFI Tirol homepage. Due to limitations on the number of participants, registrations are accepted chronologically in the order they are received in. Any registration is binding. Registrations are accepted by sending a written confirmation of registration (by postal letter or e-mail). BFI Tirol is not obliged to accept registrations. Courses or parts of courses may be cancelled for important reasons. In particular, BFI Tirol reserves the right to cancel a course in a timely manner should the minimum number of participants not be reached. An invitation to the training programme will be sent at the earliest 10 days before the scheduled start of the course.

#### **II. Course fee**

The course fee shall be paid in cash, by debit or credit card (instant payment), by EPS online transfer or by bank transfer. The customer and course number shall be indicated in order to enable a clear allocation of fees. Unless otherwise stated, BFI Tirol course fees do not include VAT and are due at the latest before the start of the course. If the course fee is not paid on time, BFI Tirol shall be entitled to exclude the respective participant from taking part in the programme without prejudice to the participant's obligation to pay the amount in full. Examination fees are either included in the course price or shown separately according to the course description.

#### **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 training programme. Both the invitation and 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. For courses at the Technical Master School (AK Werkmeisterschule), one teaching unit is 45 minutes, with a break of 15 minutes each. Unless otherwise stipulated, participants will not be reimbursed for units, parts of the course or the whole course missed for whatever personal reason. Provided that at least 75% of the units of a course have been attended and the course fee has been paid, participants will receive a written confirmation of course attendance. When sitting for examinations, participation in at least 75% of the units of a course and payment of the course fee and any examination fee are prerequisites. This shall not apply to courses and examinations for which legal regulations stipulate different attendance requirements. Such attendance requirements shall be indicated in the course programme, web offer and/or in the course. It is not permitted to bring any 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 and/or harassing manner. Such a measure shall not entitle the person concerned to a refund of the course fee or an aliquot part thereof.

#### **IV. Withdrawal and cancellation policy**

If a registration is made exclusively by distance selling, in particular by e-mail or online, the customer shall have the right to withdraw from the contract without giving reasons within a period of 14 days from the conclusion of the contract. 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 Bildungs GmbH, Ing.-Etzel-Straße 7, 6020 Innsbruck. 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 cancellation, the course fees for the services already provided in full or in part during the cancellation period shall be paid in full or pro rata to the extent of the services provided in relation to the total services. The participants expressly agree that the provision of services shall commence before the expiry of the withdrawal period in cases where the registration is made at such a time that the intended service is provided or at least commences within the withdrawal period. A withdrawal form, the use of which is not prescribed, can be found in the current course catalogue or attached to the registration confirmation, or the registration confirmation is provided with a link to the withdrawal form, which can be completed and submitted electronically on the BFI Tirol website. If the participant makes use of the possibility of withdrawing electronically, the participant shall immediately receive an electronic confirmation of receipt of the withdrawal. 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. In cases where the above provisions on the statutory right of cancellation do not apply, a contract can, however, only be cancelled in writing, whereby cancellation up to 10 days before the start of the course (date of receipt) shall be free of charge; cancellation between the 10th day and 1 day before the start of the course shall be charged at a cancellation fee of 30% of the invoiced course fee. For cancellations on the day of the course, after the start of the course or in case of non-attendance, the full amount of the invoice shall be due.

#### **V. Cancellation or change 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 cancel courses, parts of courses or individual course units, e.g. 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 an entire course be cancelled, the participants concerned will receive a full refund of the course fee. However, participants shall not be reimbursed for any expenses or costs of any kind (such as travel expenses, 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 can be shortened at the same course fee; this can also be done without consultation with the participants if it is expedient or necessary for the implementation of the course and does not involve any significant change to the content of the course. Courses for which the minimum number of participants has not been met can be held in their full length at an additional fee to be paid by the participants.

## **VI. Data protection and data use**

Personal data shall be processed in accordance with our data protection policy. The most recent version of this policy can be found at [www.bfi.tirol/datenschutz](http://www.bfi.tirol/datenschutz), is available at BFI Tirol and shall be sent to interested parties upon request. The recording of audio and video material during the course is prohibited without any exceptions. By registering, participants agree to the data protection policy.

## **VII. Miscellaneous**

Liability for errors and omissions: The course programme, 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 course programme, the web offer or other publications. In this respect, BFI Tirol also reserves the right to correct erroneous, incorrect or inaccurate information at a later date. Exclusion of liability: BFI Tirol accepts no liability whatsoever for personal belongings, including valuables, as well as teaching materials provided by participants. Furthermore, BFI Tirol shall not be liable to participants for damages of any kind (except personal injuries) caused by slight negligence; this provision does not apply to consumers. 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 (VGG). Travel expenses: Travel expenses are to be borne by the participants themselves. The respective house rules at the course locations must be observed.

**BFI Tirol Bildungs GmbH** | Ing.-Etzel-Straße 7 | 6020 Innsbruck | Tel. +43 512 59660 | [info@bfi-tirol.at](mailto:info@bfi-tirol.at) | [www.bfi.tirol](http://www.bfi.tirol)

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