

# GENERAL TERMS AND CONDITIONS Version: 01.01.2016

## 1. Enrolling for training courses and admission

By enrolling for the training course (in writing), the participant accepts the general terms and conditions of PFA, personal FITNESS academy. Prerequisites for the admission to the training course are the age of 18 (in exceptional cases 17, with consent of parent or legal guardian) and a personal interview.

The enrolment will be legally binding once the PFA, personal FITNESS academy has received the declaration of intent, expressed in the signed enrolment form,

In case of grants from public bodies (WAFF or AMS or similar), the enrolment shall also be deemed to be legally binding, if the respective body refuses to give the promised grant or withdraws the offer to give a grant later on.

The enrolment of customers requires in any case an explicit confirmation. The enrolment confirmation may be made by any notice in writing expressing the acknowledgement of the legally binding enrolment.

We shall be entitled to reject enrolments for training courses without giving reason also after we received an enrolment confirmation.

In case of courses with a limited number of participants, enrolments will be considered in chronological order. By enrolling the client confirms that he/she is physically fit and in good health, with no known illness and is responsible himself/herself for all practical training sessions.

## 2. Training fee

All prices are net prices excluding value added tax. According to § 6 section (1) clause Z letter a UStG (Value Added Tax Act), the training fees are net amounts. When they have a vocational purpose, training courses are often deductible as professional or operating expenses.

## 3. Terms of payment

Training fees can be paid by bank transfer or in cash. Terms of payment like payment by instalments or bank loan will be agreed with the client on an individual basis. Payments made by the customer shall not be recognised as paid until they have been credited to our business account. Discount deductions shall require a separate agreement.

The total amount for workshops must be paid in advance. Compliance with the agreed terms of payment shall constitute a precondition for our service provision. We therefore reserve the right to keep customers who are in default of payment from participating in the training courses until all due charges have been paid. In the event of a default of payment, also relating to partial payments or instalments, possible discount or instalment agreements shall cease to be valid. In case of a default in payment by the customer, we shall be entitled to request either compensation for the damages actually incurred or default interest at the statutory rate.

## 4. Reminder and collection charges

In case of default in payment, the customer shall be obliged to reimburse us for all reminder and collection charges, as long as they are necessary for appropriate legal persecution, whereas he/she shall be especially obliged to reimburse the costs for the collecting agency employed, amount limited to maximum rate for debt collecting agencies according to the restrictions of the BMWA (Austrian Federal Ministry for Economic and Labour). In case we do de dunning ourselves, the customer shall be obligated to pay the amount of € 12,- for every reminder and an amount of € 5,- biannually for the keeping of the record for dunning activities.

## 5. Cancellation by the customer

The customer shall be authorised to cancel the contract according to the following conditions. Any cancellation must be submitted in writing.

In case a course is cancelled after submitting the enrolment to the PFA and no later than three months prior to the start of the course, the cancellation fee amounts to 25% of the respective training fee. In case a course is cancelled after submitting the enrolment agreement to the PFA and less than 45 days prior to the start of the course or the workshop is cancelled after submitting the enrolment agreement and less than 30 days prior to the start of the workshop, the cancellation fee amounts to 50% of the payment agreed.

In case a course is cancelled after submitting the enrolment agreement to the PFA and less than 2 weeks prior to the start of the course, the cancellation fee amounts to 100% of the respective training fee.

The timeliness of customer cancellations shall be determined by the date of receipt of the cancellation in writing.

In case a course is cancelled after the training has begun and therefore terminated prematurely, the cancellation fee also amounts to 100%. In exceptional cases, payments already made may be credited to other courses or workshops. Notwithstanding any deviating terms of payment it shall be agreed that the basis for the calculation is in any case the entire training fee agreed upon in the same amount.

In the absence of a written cancellation, the customer shall be obligated to pay the entire contractually agreed fee, even if he/she does not participate in the training course or workshop. It shall be possible to suspend the training course with our written consent and in compliance with the agreed terms of payment. In case of failure to comply with the agreed terms of payment in spite of explicit written request (which can also be sent by e-mail), the PFA shall be entitled to employ a collecting agency to collect the debt.

## **6. Change in course schedule or cancellation**

We shall reserve the right to postpone or cancel the announced training dates due to organisational or commercial requirements or needs.

We shall reserve the right to cancel announced training dates, when the required number of participants (15) is not reached, even if there are already enrolments for this course. For the same reasons we shall be entitled to end an ongoing course, integrate it into another course or shift the agenda. Therefore the customer shall not be entitled to the execution of the booked course, because an equivalent substitute is offered.

The fee already paid will be refunded to the customer to the extent of the cancelled sessions. The customer shall not be entitled to claim (by way of indemnity) a reimbursement for further disadvantages arising from such changes in course schedule in the widest sense or other financial losses and consequential damage.

## **7. Compulsory attendance and diplomas**

Unless explicitly stated otherwise, the prerequisite for the successful completion of courses and the issue of a diploma shall be a minimum attendance of 80% in the teaching units referred to in the respective description of the training course.

Unexcused absence from exams shall lead to a negative assessment. Make-up exams shall be made at the customer's expense. For each additional exam €50 will be charged.

Diplomas and duplicates, also for previous years, may be issued against a fee of €10,00.

## **8. Liability**

Our training courses will entitle our customers, within the framework of statutory provisions, to exercise a commercial, freelance or employed activity. The knowledge acquired during the training shall never justify a liability claim against us or individuals associated with us. We shall exclude any liability for injuries suffered by the customer or for damage to the customer's property during the training – except in case of intent and gross negligence on our part. Smoking or consuming alcohol or intoxicating substances in our training centres and partner companies shall be expressly prohibited and shall result in the immediate exclusion from training. The same shall apply in case of major disciplinary offence or gross misconduct. In such cases the customer shall nevertheless be obligated to pay the entire contractually agreed fee.

## **9. Privacy, change of address and copyright**

By enrolling the customer hereby agrees to the processing of personal data for the purpose of handling training courses and exams and to receive further information about professional training. Data will not be passed on to third parties. The customer shall be obligated to inform us about a change of residence or business address, as long as the contractual legal transaction has not been fulfilled by both parties. If the notification is omitted, any declarations shall be considered as submitted, if they were sent to the last known address. Training material, especially our lecture notes, as well as other documents made available to the customer shall remain exclusively our intellectual property. The customer shall not be granted usage or exploitation rights of any kind. Any duplication, including reprint or copying, or any other reproduction or distribution of our training material shall require our prior explicit and written consent.

## **10. Applicable law and place of jurisdiction**

Austrian law shall apply. If the matter is not a consumer transaction, all disputes resulting from this contract shall be settled at the local competent court for our registered office.

## **11. General provisions**

Modifications and amendments to a contract concluded in writing shall require the written form to be legally binding. This shall also apply to deviations from the written form requirement. Oral agreements shall only be

legally binding if assented in writing. Gender specific terms in our training material shall refer equally to men and women, as far as this is possible with regard to the contents. If individual provisions of this general terms and conditions are or become invalid, all other provisions of this general terms and conditions shall remain unaffected.