



## **General Terms and Conditions regarding training courses and campaigns and/or projects of Schreibmotorik Institut e.V.**

### **1). General**

1.1). The conditions mentioned below apply to training courses (training courses, lectures, seminars, advanced training etc.) organized by Schreibmotorik Institut e.V. and to the participation in projects and/or campaigns organised by Schreibmotorik Institut e.V. for the promotion of handwriting and/or writing. Participant's differing terms and conditions are not accepted.

1.2). Alterations and ancillary agreements reached verbally have to be laid down in writing.

1.3). Schreibmotorik Institut e.V., Schwanweg 1, 90562 Heroldsberg, registered in the Register of Associations of the Registry Court Fürth VR 200 692, Tax Number 216/110/50434 is party to the contract regarding training courses and projects/campaigns. Telephone: + 49 911 567-3010, Email: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com).

### **2). Registration and Placing Orders**

2.1). Registrations for the training courses or for participation in projects and campaigns may be made via mail, or e-mail. Registration is binding.

2.2). The registration is deemed to have been accepted by the invitation to attend the training or by the confirmation of the order (via mail, or e-mail). The contract with Schreibmotorik Institut e.V. will be concluded at this point in time.

2.3). The present General Terms and Conditions are accepted when registering for a training course or booking a consultation.

In the case of consumer contracts, the order confirmation will include these General Terms and Conditions and the data protection regulations with which the contractual partner has been acquainted. The order confirmation will be saved by Schreibmotorik Institut e.V. For contracts made with consumers via electronic means, the order confirmation and General Terms and Conditions can be printed out at any time using the "Print" function.

2.4). As the number of participants in each training course is limited, registrations will be processed in the order in which they have been received.

2.5). Usually, training courses will be carried out with a minimum of 8 participants. The maximum number of participants will normally be 16. This is subject to variations. The number of participants is determined by the seminar programme.

2.6). The registration deadline is usually 10 working days before the event.

2.7). Reference is expressly made to the fact that certain basic requirements are strictly necessary for participation in some training courses. In such cases, these basic requirements will be stated in the seminar programme.

### **3). Prices**

3.1). The prices are subject to the seminar programme valid at the time of registration. The price for a training course only covers the event, all materials, documents, hand outs and attendance certificates plus the statutory value added tax valid at the time, unless the programme description provides for any other arrangement explicitly. This does not include any of the participant's travel costs or expenses incurred for board and lodging, unless otherwise expressly stated in the programme.

3.2). In case the training period or the training's contents are amended, Schreibmotorik Institut e.V. reserves the right to change the prices. An agreement on such a price change has to be reached with the participant beforehand, however.

3.3). Attending a training course only occasionally as well as being late or leaving earlier does not entitle participants to reduce the price.

### **4). Terms of Payment**

4.1). The fees are due for payment within 10 days without any deduction after the training course or consultation was conducted and the invoice was forwarded to the participant.

4.2). The invoice will be issued to the participant after the event was conducted / the performance was provided.

4.3). The invoice can be issued electronically (e.g. per e-mail).

### **5). Training Contents and Appointment of Consultants**

5.1). For all training courses or consultations Schreibmotorik Institut e.V. reserves the right to replace announced consultants/trainers by equivalent substitute consultants/trainers. In addition to that, Schreibmotorik Institut e.V. reserves the right reschedule dates and change places, which is announced in good time. In this case the participant is entitled to cancel his/her attendance within 7 calendar days from receipt of the notification without any cancellation fee by notification via mail, facsimile or e-mail.

### **6). Tailor-made training courses**

6.1). On the participant's request, Schreibmotorik Institut e.V. will hold tailor-made training courses. Individual contracts have to be concluded for these training courses. Following an enquiry, Schreibmotorik Institut e.V. will look into the general conditions required for the training and will prepare a written offer. The participant has to confirm the offer via mail or e-mail within the deadline mentioned.

6.2). The prices of and performance for any tailor-made training will be stipulated in individual contracts.

### **7). Participant's Right to Withdraw from the Contract/Deadlines**

7.1). Generally, the participant's withdrawal from a training course has to be sent by post, or e-mail.

7.2). The withdrawal is free of charge between registration and 30 calendar days before the training begins. In case of calling off or postponing the training course less than 30 calendar days before it begins, the participant will be invoiced with 50 % of the price for the training. The full price will become due in case the training is called off within the 14 days immediately preceding its beginning or if the participant does not attend at all. Receipt of the withdrawal by Schreibmotorik Institut e.V. is crucial for determining the respective deadline.

7.3). The participant may name a substitute participant suitably skilled in the art at any time without any fees being incurred.

## **8). Power of Revocation for consumers in the case of distance selling contracts**

8.1). In case of distance selling contracts concluded by only using distance communication means (for example e-mail), consumers may withdraw from the contract within 14 days of the conclusion of the contract in a clear declaration<sup>1</sup> (e.g. by post, fax or e-mail) without stating reasons as defined by § 13 of the German Civil Code. Consumers are all natural persons entering into a legal transaction for a purpose that is outside their trade, business or profession.

The notice of withdrawal must be addressed to:  
Schreibmotorik Institut e.V.  
Schwanweg 1,  
90562 Heroldsberg, Germany.  
Telephone: + 49 911 567-3010  
Email: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com)

8.2). In case of an effective withdrawal, both parties shall return the received goods and payments within 14 days at the latest.

8.3). The right of withdrawal expires prematurely if Schreibmotorik Institut e.V. completely renders their services and had only begun conducting the services after the consumer had given their express consent while also confirming their acknowledgement that they will lose their right of withdrawal should Schreibmotorik Institut e. V completely fulfil the contract. If the consumer has requested that services begin during the withdrawal period, the consumer must pay Schreibmotorik Institut e.V. a reasonable amount that corresponds to the proportion of services provided up until the time that the consumer informs Schreibmotorik Institut e.V. that the consumer is exercising the right of withdrawal compared to the total scope of services required by the contract.

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### **Instructions for withdrawal from the contract (for consumers in the case of distance selling agreements)**

You are entitled to withdraw from this Contract within 14 days without giving any reason for doing so. The withdrawal period shall be 14 days after the day of conclusion of the contract.

In order to exercise your statutory right of withdrawal, you must notify us (Schreibmotorik Institut e.V., Schwanweg 1, 90429 Heroldsberg, Email: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com), Tel.: + 49 911 567-3010) of your decision to withdraw from this contract in a clear declaration (e.g. by post or e-mail). You may use the withdrawal form attached for this purpose; however, it is not obligatory that you do so. The withdrawal deadline shall be deemed to be met if you have sent the communication concerning the exercise of the right of withdrawal before the expiry of the deadline.

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<sup>1</sup> Declaration made in a way suitable for its permanent reproduction in writing, naming the person making the declaration and having the reproduction of a signature or of the name at its end.

### Consequences of withdrawal

If you withdraw from the contract, we must reimburse you for any payments we have received from you without delay, but no later than 14 days after the day on which we receive the notice of your withdrawal from this contract. We will use the same payment method you used for the original transaction in order to reimburse you unless otherwise expressly agreed; under no circumstances will you be charged a fee for this refund.

If you have requested that services begin during the withdrawal period, you must pay us a reasonable amount that corresponds to the proportion of services provided up until the time that you inform us that you are exercising the right of withdrawal compared to the total scope of services required by the contract.

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### Withdrawal form

(If you wish to withdraw from the contract, please complete and return this form.)

- To:

Schreibmotorik Institut, Schwanweg 1, 90562 Heroldsberg, Germany  
Telephone: + 49 911 567-3010  
Email: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com)

- I/we hereby withdraw from the contract I/we (\*) concluded for the provision of the following services:

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- Ordered on:

- Name of consumer(s):

- Address of consumer(s):

Signature of consumer(s): (only for notification on paper)

\_\_\_\_\_

- Date:

\_\_\_\_\_  
(\* Delete as appropriate.)

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### 9). Right of the Schreibmotorik Institut e.V. to withdraw from the Contract

9.1). Schreibmotorik Institut e.V. may revoke the contract, if a minimum number of participants, depending upon the type of event and/or the campaign/project is not reached, the event has to be cancelled due to illness of the trainer/consultant or for reasons for which Schreibmotorik Institut e.V. is not responsible. The Schreibmotorik Institut e.V. will try to

change the registrations to another date or to another place, if this is possible and has been approved by the participant.

9.2). The Schreibmotorik Institut e.V. is entitled to revoke the contract, if the participant or a participant violates the provisions of these Terms and Conditions.

## **10). Copyrights**

10.1). Schreibmotorik Institut e.V. reserves all rights to reprint and copy participants' documents and video clips, as well as project and campaign documents. No part of participants' documents, project and campaign documents or of a conversation may in any way be reproduced, copied, distributed or used for communication to the public without prior written approval. Violations may result in claims for damages.

10.2). The assignment of copyrights regarding the training and seminar materials and/or the project/campaign documents to the participant has to be stipulated in an individual written contract.

## **11). Data Protection**

11.1.). By means of the registration for a training course or by means of online-registration, the participant authorizes Schreibmotorik Institut e.V. to process the personal data received within the framework of the data protection regulations, in particular the GDPR and German Data Privacy Act (BDSG).

11.2.). For a printable version of the extensive information on the kind and extent of data processing, please go to the [Data privacy statement](#). Without approval, Schreibmotorik Institut e.V. will only process the participant's inventory and user data where necessary for managing the contractual relationship and for invoicing. The legal basis for the processing of your personal data is Art. 6 para. 1 lit. b GDPR (processing of the data is required to fulfill a contract or to carry out pre-contractual measures).

11.3). Without the participant's approval, Schreibmotorik Institut e.V. will not use the participant's data for advertising, market research or public opinion polling purposes

11.4) The responsible authority for data processing is: Schreibmotorik Institut e.V., Schwanweg 1, 90562 Heroldsberg, Tel.: + 49 911 567-3010, Email: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com)).

### **11.5.). Right of access**

According to art. 15 GDPR, you can request information about your personal data processed by us. In particular, you may request information on the source of the data, the recipients of this data or categories of recipients, as well as the processing purposes.

### **11.6.). Right of objection**

If the processing of personal data is based on your consent, you may object to this processing for the future, at any time and without any reason. To do so please send an email at: [info@schreibmotorik-institut.com](mailto:info@schreibmotorik-institut.com) or a letter to: Schreibmotorik Institut e.V., Schwanweg 1 – 90562 Heroldsberg, Germany.

### **11.7.). Right to rectification**

In accordance with art. 16 GDPR, you can immediately request the rectification of incorrect or the completion of your personal data stored by us.

#### 11.8). Right to erasure or restriction

In accordance with art. 17 GDPR, you may request the deletion of your personal data stored by us. The personal data will be deleted within 7 working days from your request. Any retention periods required by law shall remain unaffected. If your data may not be deleted due to retention periods, only a restriction of processing may be applied. Upon deleting your data, no access right may be granted.

#### 11.9. Right to data portability

According to art. 20 GDPR, you may request to receive your personal data that you have provided to us in a structured, common, and machine-read format, or you may request the transfer to another responsible person, insofar this is possible to due technical means.

#### 11.10.). Right of revocation

In accordance with art. 7 (3) GDPR, you can revoke your once given consent to us at any time. As a result, we are not allowed to continue the data processing based on this consent for the future. In such an event you may not access our company sight.

#### 11.11.). Exercising the rights concerned

To exercise the aforementioned rights, please contact us at:

info@schreibmotorik-institut.com or: Schreibmotorik Institute.V., Schwanweg 1 – 90562 Heroldsberg, Germany. Your personal data (possibly your email, name and telephone number) will be processed in order to answer your questions or respond to your concern. This data will be deleted if no longer necessary; in the event of statutory retention periods – the processing may only be limited.

#### 11.12.). Complaint to a supervisory authority

According to art. 77 GDPR, you have the right to complain to a supervisory authority. As a rule, you can contact the supervisory authority of your usual place of stay, your workplace or our company headquarters.

### **12). Safety**

12.1). The participants are called upon to comply with the consultants'/trainers' instructions during the event. Furthermore, the house rules and safety regulations of the respective training location have to be observed.

12.2). The Schreibmotorik Institut e.V. will not accept any liability for loss of or damage to objects that were brought along.

### **13). Participation in Schreibmotorik Institut e.V. campaigns and/or projects**

13.1). Schreibmotorik Institut e.V. can set separate regulations for the participation in campaigns and/or projects.

13.2). The following regulations shall also apply for the participation in Schreibmotorik Institut e.V. campaigns and/or projects:

- Manner of participation

Participants can be involved in the form of donations, promotions, project sponsoring and/or active participation.

- Order of events for campaigns and/or projects in which the participant actively participates:

a) The order of events for a campaign and/or project is determined by the information materials provided by the Schreibmotorik Institut e.V. for the relevant campaign and/or project.

b) If applicable to the campaign and/or project, the participant shall bear the responsibility for making contact and conducting the campaign and/or project at an establishment of their choice. Schreibmotorik Institut e.V. accepts no liability for the implementation of the project in the establishment chosen by the participant.

c) The participant may not use the project as a means to sell their products. In the case of misuse, the participant may be excluded from the project.

d) The participant may only use the name "Schreibmotorik Institut e.V." and/or the Schreibmotorik Institut e.V. logo in relation to the campaign and/or project and only after prior agreement with Schreibmotorik Institut e.V. Schreibmotorik Institut e.V. reserves the right to withdraw consent to the use of their name and/or logo at any time.

- Use of the logo of a campaign or project:

Participants may use the logo of a campaign and/or project only after prior agreement with Schreibmotorik Institut e.V. and only in relation to the campaign and/or project. Schreibmotorik Institut e.V. will provide a template of the logo with colours, print formats and dimensions. The logo may only be used without changes to its geometrical proportions.

- Use of a participant's logo or name:

The participant agrees to the use of their logo and/or name for Schreibmotorik Institut e.V. press work within the framework of the campaign and/or project.

- Use of photographs taken within the framework of the campaign and/or project:

Photographs taken within the framework of the campaign and/or project and provided by the participant free of charge to Schreibmotorik Institut e.V. can be published by Schreibmotorik Institut e.V. in association with the campaign and/or project. In particular such photographs may be used on the websites dedicated to the campaign and/or project and on the Schreibmotorik Institut e.V. website.

## **14). Liability**

14.1). The concept of Schreibmotorik Institut e.V. does not represent a psychotherapeutic treatment. Everybody participates in training courses or consultations of his/her own free will and on his/her own responsibility. Schreibmotorik Institut e.V. accepts no liability for the intended results of participation in the training and/or, if applicable, intended admission to examinations and/or passing such examinations, regardless of their type.

14.2). Claims for damages are excluded. Participant's claims for damages due to injuries to the life, body, health or due to violation of essential contractual duties (fundamental duties) as well as liability for other damage caused by an intentional or a grossly negligent breach of duty by Schreibmotorik Institut e.V., their legal representatives or agents, who are entrusted with performing their obligations, are exempt therefrom.

14.3). Essential contractual duties are those, which have to be fulfilled in order to achieve what is intended by the contract. In case essential contractual duties are violated,

Schreibmotorik Institut e.V. will only be liable for foreseeable damage that is typical to this kind of contract, if it was caused due to gross negligence or intent, unless the claims for damages result from injuries to the life, body or health. These limitations also apply in favour of legal representatives and agents, who are entrusted with performing their obligations.

14.4). In the case of withdrawal from the contract in accordance with para. 9) and in case a training course is cancelled due to illness, force majeure, or other circumstances and incidents, for which Schreibmotorik Institut e.V. is not responsible, there is no obligation for conducting the event; in such cases Schreibmotorik Institut e.V. will not take over expenses for travel and accommodation as well as costs caused by lost working time or lost earnings.

#### **15). Invalidity of One or Several Provisions**

15.1). Should one or several provisions of these Terms and Conditions be completely or partially invalid, the legal effect of the other provisions will not be affected thereby. The invalid provisions have to be replaced by a provision preferably having the same content as and coming closest to the purpose of the intended provision.

#### **16). Alternative Dispute Resolution, Online Dispute Platform, Dispute Resolution on the basis of § 36 of the German Act on Consumer Dispute Resolution (Verbraucherstreitbeilegungsgesetz)**

The European Commission offers a platform for online dispute resolution. The link to this platform reads as follows: <http://ec.europa.eu/consumers/odr>

Schreibmotorik Institut is legally not obliged to take part in dispute settlement proceedings before a consumer arbitration board and does not offer a Participant the possibility to take part in such proceedings.

#### **17). Jurisdiction and Applicable Law**

17.1). The law of the Federal Republic of Germany is applicable exclusively. The application of the UN-Sales Convention is excluded. The contractual language is German. The contract is available in both German and English.

17.2). The registered office of Schreibmotorik Institut e.V. is the jurisdiction for all legal disputes originating from the contractual relationship between the participant and Schreibmotorik Institut e.V., if the participant has merchant status, is a legal entity under public law or a special fund under public law.

17.3). These General Terms and Conditions have been in effect since 26.5.2018.