

Deutsche Welle (DW) General Terms and Conditions for DW Akademie Media Training

Hereinafter the contractual partners of DW are referred to as “Customers”. The persons participating in the DW Akademie Media Training are referred to as “Participants”.

1 Scope

1.1 These General Terms and Conditions apply to DW Akademie trainings and workshops held in Germany (“DW Akademie Media Training”), such as workshops in the areas of media training, communications consulting, and advanced journalism. DW Akademie Media Trainings may be held as group workshops, customized workshops or individual one-on-one coaching.

1.2 All DW offers and agreements regarding DW Akademie Media Trainings are made exclusively under the inclusion of these General Terms and Conditions. All amendments to these General Terms and Conditions are subject to a written agreement.

2 Offer, conclusion of contract, right of revocation

2.1 Offer and conclusion of Contract.

2.1.1 All DW offers and prices are non-binding and subject to change without notice.

2.1.2 The subject of the contract is the agreed DW Akademie Media Training or other activity, not any specific success.

2.1.3 Customers may register with DW in writing, via fax or online for a DW Akademie Media Training. The registration or becomes binding

- in the case of group workshops, as soon as the Customer receives the confirmation of the registration,
- in the case of a customized workshop or an individual one-on-one coaching, as soon as the Customer returns the confirmation of the offer to DW.

2.2 Right of revocation (*Rücktrittsrecht*)

2.2.1 Group workshops — Customer’s right of revocation
Customers have the right to revoke a registration or an order by way of a written declaration of revocation:

- If DW receives the Customer’s declaration of revocation up to 14 working days (inclusive) prior to the commencement of the DW Akademie Media Training, no fee is payable.
- If DW receives the Customer’s declaration of revocation later than 14 working days but earlier than 3 working days (inclusive) prior to the commencement of the DW Akademie Media Training, the fee will be reduced to 70%.
- If DW receives the Customer’s declaration of revocation later than 3 working days prior to the commencement of the DW Akademie Media Training, the full fee will be charged. The same applies in the event that the Customer or Participant, as the case may be, fails to appear to or departs early from a DW Akademie Media Training.

In the case that one Customer has registered multiple Participants, the Customer may revoke each registration of one or more Participants individually.

2.2.2 Customized workshops and one-on-one coaching

If the offer for a customized workshop or one-on-one coaching

has been confirmed bindingly, the full fee remains payable even in the event of a cancellation by the Customer and regardless of how many Participants appear.

2.2.3 The consumer Customer’s statutory right of withdrawal (*gesetzliches Widerrufsrecht*) remains unaffected by this.

3 Terms of payment

Unless a diverging individual agreement has been reached, the fees apply as per the current published DW Akademie Media Training programs. The fees are due and payable immediately or after invoicing and must be transferred to the specified account without deductions and stating the purpose of use.

4 Holding of DW Akademie Media Trainings

4.1 DW Akademie Media Trainings are held in accordance with the published event and activities program, or, as the case may be, as agreed individually with the Customer. However, DW reserves the right to make changes, insofar as these do not fundamentally alter the goals of the event or activity in question.

4.2 The Customer is not entitled to the DW Akademie Media Training being held by any particular lecturer or in any particular location. Neither is the Customer entitled to any refund or compensation if the Customer or a Participant, as the case may be, fails to attend any one or multiple days of the DW Akademie Media Training.

4.3 DW reserves the right to reschedule or cancel an event or activity for reasons beyond its control, e.g. in case of illness of the lecturer, failure to reach the minimum number of participants as stated in the respective offer, etc. The Customer will be notified of a cancellation at the address given during registration. In case of a cancellation, any fees already paid will be refunded to the Customer. Subject to the provisions in Section 6 below, DW is not responsible for frustrated expenses or other disadvantages incurred by the Customers as a result of the cancellation.

5 Intellectual property rights

5.1 Any documents, software and other materials handed over to the Customer for the purpose of the event or activity are protected by copyright. Any duplication, dissemination or other use of these materials, whether in their entirety or in part, is only permitted with the express, written consent of DW.

5.2 Training recordings will be invoiced separately.

5.3 Any use of the DW and DW Akademie word and figurative mark that goes beyond the certificate or confirmation issued (e.g. on business cards), requires the express written consent of DW.

6 Liability

6.1 DW is only for damages towards the Customer in the following cases:

- DW has caused damages intentionally or by gross negligence.
- DW has negligently violated a material contractual obligation. „Material contractual obligations“ are those obligations which

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protect the legal positions of the participant which are essential to the contract and which the contract has to grant in accordance with its content and purpose. Furthermore, “material contractual obligations” are those contractual obligations the fulfillment of which enables the proper performance of the contract in the first place and the observance of which the participant has regularly relied on and is entitled to rely on.

- In the case of a violation of material contractual obligations, DW shall only be liable for such damages as are typical for the contract and foreseeable at the time the contract is concluded. To the extent that DW is liable for damages caused by negligence in the event of a breach of material contractual obligations, DW's liability shall be limited — per each incident — to the amount of EUR 500,000.00 for damage to property and EUR 125,000.00 for pecuniary loss.
- DW has violated life, body or health of the Customer or given a quality guarantee to the Customer or is liable towards the Customer pursuant to the Product Liability Act (*Produkthaftungsgesetz*).

6.2 In all other cases, liability of DW is excluded.

6.3 Insofar as claims for damages against DW are excluded or limited, this also applies to the personal liability of DW's executive bodies, experts and other employees as well as subcontractors and vicarious agents.

6.4 Except in the case of consumer goods purchases and consumer contracts pursuant to Section 651 of the German Civil Code (*BGB*), claims for damages which are not subject to the statute of limitations under Section 438 (1) No. 2 or Section 634a (1) No. 2 of the German Civil Code (*BGB*) expire one year after the passing of risk.

7 Place of jurisdiction, place of performance, applicable law

7.1 The place of jurisdiction for the assertion of claims by either Party is at the place of the registered office of DW in Bonn, provided that the prerequisites of Section 38 of the German Code of Civil Procedure (*Zivilprozessordnung*) are met.

7.2 The place of performance for all obligations arising from the contract is at the place of the registered office of DW as specified in the respective contract (Bonn or Berlin).

7.3 The contractual relationship and any legal relationship arising therefrom are governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions on conflict of laws under international private law and of the UN Convention on the International Sale of Goods (CISG).

8 Application of these General Terms and Conditions

8.1 These General Terms and Conditions also apply to private companies as well as all legal entities under public law (*juristische Personen des öffentlichen Rechts*) and special funds under public law (*öffentlich-rechtliche Sondervermögen*) within the meaning of Section 310 of the German Civil Code (*BGB*), unless expressly agreed otherwise.

8.2 If the Customer does not belong to the group of persons specified in Section 310 of the German Civil Code (*BGB*) referred to in Section 8.1 above, these General Terms and Conditions apply subject to the following proviso:

- Section 7.1 applies subject to the proviso that DW's registered office is agreed as the place of jurisdiction in the event that the Customer moves its registered office, domicile or habitual residence out of the jurisdiction of the Federal Republic of Germany or that its registered office, domicile or habitual residence is unknown at the time the action is filed.
- Section 7.2 does not apply.

Withdrawal policy (*Widerrufsbelehrung*)

Applicable to consumer Customers only

Right of withdrawal: You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Deutsche Welle, DW Akademie, Kurt-Schumacher-Str. 3, 53113 Bonn, Fax: +49.228.429-3535, e-mail: dw-akademie.medientraining@dw.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

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Model withdrawal form

To Deutsche Welle, DW Akademie,
Kurt-Schumacher-Str. 3, 53113 Bonn, Germany
Fax: +49.228.429-3535,
e-mail: dw-akademie.medientraining@dw.com

Date

Ordered on

I hereby give notice that I withdraw from my contract for the provision of the following service

Surname

Name

Address

Signature

(in case of withdrawal in writing)

End of Withdrawal Policy.

Data Privacy Notice.

Our Privacy Policy applies. You can view our data privacy policy at <https://p.dw.com/p/1Edck>