

§ 1 Scope

The following conditions apply to all training services provided by SPF Consulting AG (hereinafter referred to as 'SPF' or 'SPF Academy'). By registering for a course, the client declares that he has read and fully agrees to these conditions.

§ 2 Registration

For didactic and spatial reasons, the number of participants is limited. Course participants must register in writing and this is considered a definitive booking. Participants are considered in the order in which they register. Their data is stored electronically for internal purposes and passed on to the relevant organizations as part of the participation registration process. SPF processes orders using automatic data processing. The customer hereby gives his explicit consent to the processing of data that has become known within the framework of contractual relationships and is necessary for order processing. The customer also agrees that the data disclosed within the framework of the business relationship may be used by SPF and its partners for their own business purposes in accordance with the Data Protection Act. The subject of the contract is the agreed training service, which is provided in accordance with the principles of proper vocational training using up-to-date knowledge and experience. SPF reserves the right to select the employees providing the service.

§ 3 Cancellation and postponement

If the participant is unable to attend, the registration can be rebooked or cancelled up to 15 working days before the start of the course at no cost. If you cancel after this deadline, SPF will charge the full participation fee. A paying replacement participant can be named at any time at no cost. Rebooking is possible in exceptional cases, for which SPF will charge an administration fee of 20%. SPF will decide whether the course will take place at least 10 days before the start of the training. SPF reserves the right to cancel courses for organizational and technical reasons (for example if the minimum number of participants depending on the type of training is not reached or if the speaker is unable to attend at short notice due to illness). In the event of a cancellation by SPF, a new date will be given with the appropriate venue. If this is not possible, 50% of the fees paid will be refunded; no further claims exist.

§ 4 Course fees and payment conditions

The course fees include attendance at the course and the detailed course documentation, as well as use of the infrastructure and lunch including coffee and soft drinks. The price listed on the course confirmation is binding. The course fees are payable within 20 days of the invoice being issued, but no later than on the day of the course.

§ 5 Course times

Unless otherwise stated in the registration confirmation, the courses take place in SPF's training locations. The courses are usually held at the following times: 8:00 a.m. - 5:00 p.m. Breaks are agreed upon with the course participants.

§ 6 Certificates

Every participant in the course receives a participant certificate upon request upon successful completion. Depending on the type of course, the course participant is registered with the certifying organization. To do this, the course participant must be present for the entire duration of the course.

§ 7 Copyright and intellectual property rights

The course service includes, in addition to the training itself, the provision of the associated training materials, which are intended to remain with the participants alone. SPF grants the course participant the simple right to use these materials exclusively for their own and internal purposes. All further rights, including those of translation, reprinting and duplication of the documents or parts thereof, are held by SPF and are explicitly reserved. The training materials may not be reproduced in any form or manner, either in part or in extracts, or for the purposes of teaching without written permission, and in particular may not be processed, duplicated, distributed or used for public reproduction using electronic systems. Recording the course using electronic systems (audio, video) is not permitted without the consent of SPF.

§ 8 Liability and force majeure

SPF is only liable for grossly negligent or intentional breaches of duty. In the event of gross negligence, liability is limited to foreseeable, contractual, immediate average damages depending on the type of service. This also applies to SPF's legal representatives and vicarious agents. SPF's civil liability is expressly excluded. If a planned course cannot be carried out due to force majeure (e.g. accident, illness of a course instructor, etc.), SPF accepts no liability.

§ 9 Miscellaneous

- 1 Regardless of the type and content of the training, SPF is entitled to make unrestricted use of the assistance of third parties in fulfilling its contractual obligations.
- 2 SPF is entitled to keep all relevant customer data in a customer directory and to use this for reference and acquisition purposes.
- 3 SPF reserves the right to adapt the program offering and the 'General Terms and Conditions of SPF Academy' at any time. The provisions applicable at the time of conclusion of the contract, which are agreed to when registering, apply. The currently valid provisions can be viewed at any time on the website www.spf-academy.ch.
- 4 Swiss law applies exclusively. If provisions of the General Terms and Conditions are invalid, this does not affect the other provisions. The parties undertake to replace the invalid provisions with economically equivalent ones.
- 5 Changes and additions to the contract must be made in writing and must be expressly marked as such.
- 6 The place of jurisdiction is Lucerne / Switzerland.