

**General Terms and Conditions  
for Events**

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**Markus Eckhart - Mind your business e.U.**  
Management & Business Consulting

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[www.markus-eckhart.at](http://www.markus-eckhart.at) | [www.mind-your-business.net](http://www.mind-your-business.net)

Company register number: 518579t, Company register court: Handelsgericht Wien

EU VAT No (UID-Nr): ATU74880523

Member of Chamber of Commerce Vienna, functional group Business Consulting,  
Accounting and Information Technology

Professional law: Gewerbeordnung [www.ris.bka.gv.at](http://www.ris.bka.gv.at)  
Supervisory authority: Magistrat der Stadt Wien

## 1. Validity and scope

The subsequent „General Terms and Conditions“ are valid for events (workshops, seminars, events...) that are conducted by „Markus Eckhart - Mind your business e.U.“ alone or in cooperation (the term „organiser“ is used subsequently). The other services of the company are covered by the General Terms and Conditions for Management Consulting.

These General Terms and Conditions are valid as long as there is no explicit agreement of the contrary.

## 2. Registration & confirmation

- Registrations to events is done in writing via e-mail, online-forms on the websites of the organiser ([www.markus-eckhart.at](http://www.markus-eckhart.at), [www.mind-your-business.net](http://www.mind-your-business.net)) or on third party booking platforms.
- The offerings of the organiser are non-binding. The registration to a specific event in writing is binding for five calendar days.
- The conclusion of a contract is only done by the despatch of a registration confirmation by the organiser via email. This confirmation is based on the data that are submitted during the registration. You can expect to receive the registration confirmation within three working days.
- The consideration of registrations is done in the sequence of their arrival. In case a registration cannot be accepted (for example when the maximum participants are reached) there will be an immediate notification.

## 3. Prices & payment conditions

- The respective participation fee is stated on the relevant website of the organiser or on the booking platform and is deemed to be the price of the event agreed upon at the time of registration.
- The prices quoted are net prices excluding 20% value added tax, unless otherwise stated.
- The indicated price refers in principle to the participation in the respective event as well as the indicated digital documentation. Should additional services (e.g. catering) be included, this is explicitly stated in the event description. Any travel or accommodation costs are never part of the participation fees.
- After confirmation of registration, the organiser will send you an invoice including VAT. The basis for this invoice is the information provided at the time of registration. The organiser is also entitled to send invoices in electronic form. You expressly agree with the sending of invoices in electronic form by the organiser.
- The invoice amount is to be transferred immediately to the specified account without deductions. Costs of the delay in payment are to be reimbursed by the recipient of the invoice, unless the non-fault can be proven. These relate in particular to interest on arrears, which are charged in accordance with the statutory framework, as well as any dunning or collection costs. The organiser reserves the right to claim higher damages for delay.

- The paid invoice amount represents the prerequisite for participation in the event. If registration and payment have been made at short notice, please take confirmation of payment with you to the event.
- There is no possibility of cash payment at the event itself. In case of a previous non-payment of the invoice there is no possibility to participate in the event

#### **4. Discounts**

- Falls eine Gutschrift oder ein Gutschein verwendet wird, muss dieser grundsätzlich bereits bei der Anmeldung zur Veranstaltung angegeben werden (Höhe und Referenz).
- If a credit note or a voucher is used, it must be specified when registering for the event (amount and reference).
- In the case of "Intro" event formats, it is generally not possible to redeem a voucher or a credit note unless otherwise communicated or agreed in advance.
- The following discounts can be stated when registering for the event. Such discounts will be taken into account in the confirmation of registration and the invoice. The restrictions described below with regard to their combinability shall be taken into account here.
  - Early bird discount: Registration and payment by the indicated date. The amount and / or percentage as well as the relevant payment date can be seen at the respective event.
  - Package discount: this discount for cumulative registration for several events always applies in total to the total amount of these events. Amount and relevant payment date are indicated.
  - Company discount: if several persons from the same company (here: legal entity) participate in one event, the third person pays 50% of the participation fee. For further persons this mechanism is repeated (therefore: 4th person 100%, 5th person 100%, 6th person 50%,...Effect: for every 6 persons a free participation takes place).
- The following conditions apply with regard to the combinability of discounts
  - Package discount and company discount can be combined at will, as long as the package discount is available.
  - Early bird discount and company discount can be combined to a limited extent. The early bird discount is always valid for the first person of the booking company. All others are covered by the company discount.
  - Early bird discount and package discount cannot be combined, as the latter is linked to payment by a certain deadline already.

#### **5. Replacement participant & withdrawal**

- If the participant is unable to attend, the written nomination of another participant is possible free of charge up to two working days before the event.

- In the case of a multi-stage series of events, this is no longer possible after the start of the first module.
- If no other person can be found, the earliest possible cancellation is recommended (see point 6 below for details). Alternatively, it is possible to propose a rebooking for a later date. In this case, the participant bears the risk of this date coming about.
- The organiser reserves the right to exclude persons from attending the event and thus to withdraw from the contract. This applies in the case of substantial reasons which, due to the (further) participation of the relevant person(s), lead to unreasonableness for other participating persons, speakers or cooperation partners. The organiser may also withdraw from the contract in the event of late payment.
- If registration for an event is made by distance selling (in particular by e-mail, online booking or fax) and the person registering is a consumer within the meaning of the KSchG (Austrian Consumer Protection Act), a statutory right of withdrawal within the meaning of the Fern- und Auswärtsgeschäfte-Gesetz (FAGG - Austrian Law on Distance and Foreign Trade) exists within 14 calendar days of conclusion of the contract. This does not apply to events that begin within these 14 calendar days after the conclusion of the contract. Withdrawal shall be effected by a written declaration within this period. Any payments will be refunded by the organiser within 14 calendar days of receipt of the notice of withdrawal.

## **6. Cancellation towards the organiser**

- Cancellation of registration will be accepted up to two working days prior to the start of the event; the written form shall apply exclusively.
- The deadlines and cancellation fees are as follows (unless otherwise specified for the individual event):
  - Cancellation up to 30 calendar days prior to the start of the event - free of charge.
  - Cancellation between 30 and 15 calendar days prior to the start of the event - cancellation fee of 50% of the participation fee.
  - From the 14th calendar day before the start of the event, the complete participation fee is due in the event of cancellation or non-attendance.
- In the event of non-participation on individual days or parts of events lasting several days, no pro-rata refund will be made. The entire invoice amount remains due, also in case of non-appearance of the registered person (except in case of previous nomination of a substitute person, see point 5).

## **7. Program changes & cancellations by the organiser**

- The events are planned on a long-term basis. In order to be able to take current and short-term developments into account, the organiser reserves the right to make changes to events (such as changes to dates, start times or the venue within the same city). This also applies in cases of force majeure or illness of the presenter.

- The organizer reserves the right to cancel events for economic reasons, if the minimum number of paying participants has not been reached.
- The notification of changes or cancellations to the participating persons will be made immediately and in good time.
- In case of cancellation of an event, the already paid participation fee will be refunded by the organiser without deduction.
- There is no entitlement to compensation for any additional expenses incurred or other claims against the organiser in the event of cancellations or changes to events.

## **8. In-house company events**

Offers are binding by transmission by email or online booking form on the websites of the organizer ([www.markus-eckhart.at](http://www.markus-eckhart.at), [www.mind-your-business.net](http://www.mind-your-business.net)).

The points listed in points 2, 3, 6 and 7 also apply to internal company events.

The following deadlines and cancellation fees apply (unless otherwise agreed, all plus 20% VAT):

- Cancellation up to 30 calendar days prior to the start of the event - free of charge.
- Cancellation between 30 and 15 calendar days prior to the start of the event - cancellation fee of 50% of the agreed amount.
- From the 14th calendar day before the start of the event, the full amount is due for cancellation.

## **9. Other provisions**

### **Data protection**

- The organiser adheres to the data protection. Further details can be found in the data protection declaration.
- The customer acknowledges that the data received in the contract and further processing of the contract will be stored and processed for accounting purposes and customer records.
- This data will be used to process payment transactions and to comply with statutory regulations. They will not be passed on to third parties unless this is necessary for the execution of the contract.

### **Photos & video recordings**

- Photographs and / or video recordings are made regularly by or on behalf of the organiser at the events. By registering for an event, you acknowledge that it will be used in the course of the event summary and reporting and that materials on which you

are depicted will be published by the organiser in various analogue (such as print / press) or digital (such as websites, social media) channels.

- You can revoke this at any time.

### **Defects, Liability & Compensation**

- Any defects must be reported immediately after their discovery, otherwise the performance shall be deemed approved. Any warranty claims, damages as well as the right to challenge due to error are excluded in this case.
- The organiser is only liable in the case of intentional or grossly negligent conduct for damage to property or personal injury, whereby the person concerned must provide proof of this. Liability is completely excluded for items that remain in the event room during breaks.
- The compensation of pure financial losses as well as (deficiency) consequential damages is completely excluded vis-à-vis companies.
- The organiser is not liable for a formal or content-wise correctness of information in event materials.

### **Copyright**

- The organiser's documents shown at an event or received after an event are protected by copyright; this also applies in particular to photographs of content taken by the participating persons during the event.
- These contents may not be reproduced, shared, published or commercially used in any form, either in whole or in part, without the written consent of the organiser (or the specified copyright holder). This also applies to internal company distribution and use.

### **Set-off ban**

- Any claims of the organiser cannot be offset against claims against the organiser (also from other contracts).

### **Formal requirements, choice of law & place of jurisdiction**

- Written form is necessary condition for the validity of agreements, subsequent changes, or collateral agreements (e-mail is permissible).
- Austrian substantive law shall apply to all contracts arising on the basis of these General Terms and Conditions. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.
- Place of performance is Vienna. The competent court in Vienna for the subject matter and location shall be the place of jurisdiction for all claims and legal disputes arising from the contractual relationship. However, the organiser reserves the right to sue also at the place of jurisdiction of the contractual partner.