

General Terms and Conditions

For Activities of
Feldenkrais Institut Wien OG (hereinafter „FI Wien“)
Taborstr. 71/1a
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E-Mail: training@feldenkraisinstitut.at

1 Scope of Application

The General Terms and Conditions set forth herein shall apply to all courses, information sessions, advanced trainings, training courses, seminars, further training courses, instruction courses, professional training courses as well as to all other such activities (hereinafter summarised as “activities”) carried out by FI Wien and for which no separate individual contract (e.g. Trainee Enrolment Contract) is signed.

2 Activities

2.1 Registration

- (1) Registrations for activities must be made in writing (via e-mail is sufficient). Each registration becomes binding as of receipt of a registration confirmation sent by FI Wien via e-mail.
- (2) Registrations of individuals who have not yet reached their 18th birthday will be accepted only if registration is made by their legal guardian.

2.2 Participation Fee

- (1) The participation fee covers all expenses related to communications, the administration and organisation of the respective activity, the lecturer, any training and learning material made available as well as the necessary infrastructure provided with regard to premises and technical assistance. The participation fee furthermore includes value-added tax (VAT) in the amount prescribed by law. Not included in the participation fee are travel, transfer and accommodation expenses; any such ancillary costs shall be covered by the participants themselves.
- (2) Participation fees identified in the activity programme apply to the respective activity subject to changes in prices (which shall not be made retrospectively) and to printing mistakes and/or errors.
- (3) In the event of late entry to or premature departure from an activity, it shall not be possible to claim reduction or refund of the participation fee.

2.3 Payment

- (1) Payment has to be made following receipt of invoice. All payments shall be made in due time, i.e. they shall arrive free of charge on the account provided no later than on the date they are due.
- (2) In case of payment default, FI Wien will send a reminder free of charge. Failure to communicate and agree on an alternative payment scheme will result in cancellation of the registration.

2.4 Consumer Information about Exercising the Right of Withdrawal

- (1) A client, who according to the meaning of the Austrian Consumer Protection Law (*Konsumentenschutzgesetz / „KSchG“*) is a consumer and concludes a contract at a distance or outside our business premises, is entitled to withdraw from this contract within a period of 14 days

without giving any reason.

The period for executing the right of withdrawal as defined by the Law for Distant and Outside Businesses (*Fern- und Auswärtsgeschäfte-Gesetz* / „FAGG“) shall be 14 days as of the date of conclusion of the contract.

However, this right shall not apply provided that – with your explicit consent and acknowledgment of losing the right of withdrawal in the event of premature onset of fulfilment of contract and after provision of confirmation of the concluded contract including the consumer information due to you on a durable medium – we have performed our contractual obligations in full before the expiry of the 14 days withdrawal period.

(2) In the event that the consumer asserts his/her 14 days withdrawal right in accordance with paragraph (1) and expressly declares his/her request for premature fulfilment of contract within the 14 days withdrawal period and provided the contractual obligations were not performed in full, the contractual services already provided shall be invoiced to the consumer in proportion to the total fee agreed upon or be deducted from the sum repayable by us.

(3) In order to exercise the withdrawal right, the consumer shall inform Feldenkrais Institut Wien (1020 Vienna, Taborstr. 71/1a, Phone Number +43 (0) 699 1133 1043, e-mail: training@feldenkraisinstitut.at) of his/her decision to withdraw from a concluded contract by means of an express notice of withdrawal (e.g. a letter sent by post or an e-mail – under the terms and conditions set forth herein a notice of withdrawal via e-mail shall be sufficient). To do so, the standard withdrawal form provided free of charge may be used (for download go to www.feldenkraisinstitut.at/GTC); this is, however, not mandatory. To safeguard the withdrawal right it shall be sufficient to send a notice about executing the withdrawal right prior to the expiry of the withdrawal period.

2.5 Consequences of Withdrawal

If a consumer withdraws from a contract concluded at a distance or outside our business premises, FI Wien shall reimburse him/her for all payments made by him/her to FI Wien (with the exception of the amount invoiced in proportion to the partial performance already provided) with immediate effect and no later than within 14 days as of the date of receipt at FI Wien of the consumer's notice of withdrawal. For repayment FI Wien shall use the same means of payment the consumer used for his/her original transaction unless an express arrangement of a different kind was made; in no case shall the consumer be charged any fees for this repayment.

2.6 Cancellation, Rebooking

(1) In the event of cancellation (outside the 14 days right of withdrawal) up to 2 weeks before the start of the activity, a processing fee amounting to 20% of the participation fee shall become payable; an already paid participation fee going beyond said processing fee shall be reimbursed. If, however, cancellation occurs as of the 13th day prior to the start of the activity, the participation fee shall become payable in full and/or the participation fee already paid shall not be reimbursed.

(2) In the event of rebooking up to 2 weeks before the start of the activity, FI Wien may charge a processing fee amounting to 20% of the participation fee and the cancellation provisions of the above paragraph (1) shall apply.

2.7 Changes, Cancellation of an Activity

(1) For reasons of long-term planning, the activity programme can be subject to developments and changes. FI Wien reserves the right to make minor and objectively justified alterations with regard to

dates and teachers; it furthermore reserves the right to develop the programme further or to change it in any other reasonable form.

(2) FI Wien also reserves the right to cancel an activity prior to its start or to break off the activity (also while ongoing) or cancel a part of the activity. Cancellation or breaking off of an activity can in particular occur if

- a) the given minimum number of participants for the activity is not reached;
- b) a speaker falls ill;
- c) other reasons may require it.

(3) Participants shall be informed of changes or cancellations as soon as possible. In case of cancellation of an activity for reasons which are not attributable to the sphere of the participants concerned, FI Wien shall reimburse participation fees already paid. If only a part of the activity is cancelled, the aliquot part of the participation fee shall be refunded. Any claims by participants going beyond the reimbursement of the participation fee are excluded.

3. Intellectual Property Rights

3.1 Learning Material

Learning material provided by FI Wien (such as lecture notes, articles, audio files, video files, audio and video screenings) may be used by participants for their own (personal) use only. Consequently it is not permitted to, for instance, edit, translate or pass on to third parties the learning material or parts thereof provided by FI Wien. Furthermore it is not permitted to use the learning material for commercial purposes.

3.2 Confirmation of Participation

Participants of an activity will receive a confirmation of participation. The confirmation of participation is issued on condition that the participant a) participated in the activity and b) paid the participation fee.

3.3 Warranty, Liability

(1) FI Wien provides its services in a professional manner and with due diligence, it shall, however, not bear any liability for the occurrence of a certain personal or economic success. If the service provided by FI Wien does not objectively comply in kind, content or scope with the agreement, the participant shall be entitled only to demand improvement or provision of what has not been delivered in full.

(2) FI Wien as well as its members of staff and assistants shall be liable for damages caused by intent or gross negligence only. Liability for loss of profit is excluded as far as legally permissible.

(3) Generally FI Wien as well as its members of staff and assistants shall not bear liability for damages caused by third parties, in particular no liability shall be borne for theft, loss or damage of personal effects (including valuables) belonging to the participants.

(4) Participants are obliged to take care of the infrastructure provided for the activity (premises, equipment, teaching material etc.) and to compensate for damages caused by them.

3.4 Data Protection/Privacy

FI Wien is committed to comply with all legally required confidentiality obligations. Members of staff of FI Wien will treat as strictly confidential the personal data of participants and will only share this data with third parties (organisations and individuals not belonging to FI Wien – e.g. *Feldenkrais*

Verband Österreich / FVÖ and European Feldenkrais Training and Accreditation Board / EuroTAB) if this is required, for instance, for the issuing of certificates or due to international regulations.

3.5 Final Provisions

(1) The General Terms and Conditions set forth herein are exclusively subject to Austrian Law without regard to conflict-of-law rules. All disputes resulting from or about these General Terms and Conditions and the participation contract shall fall within the exclusive jurisdiction of the competent court *Gericht Innere Stadt*, Vienna. In deviation therefrom, the place of jurisdiction for complaints against consumers according to § 14 Austrian Consumer Protection Act shall be their place of residence, habitual residence or place of employment provided it is located in Austria.

(2) For consumers according to the meaning of the Austrian Consumer Protection Act these General Terms and Conditions only apply insofar as they are not overruled by compelling provisions under the Austrian Consumer Protection Act.