

Terms and Conditions of Business

of OilDoc GmbH, Kerschelweg 28, 83098 Brannenburg, Germany, represented by the Executive Directors Petra Bots and Rüdiger Krethe.

The following Terms and Conditions of Business shall govern the contractual relationship between participants in events, seminars and online training courses and the organiser, OilDoc GmbH.

Amendments and/or subsidiary agreements shall only be deemed valid if OilDoc GmbH confirms the same in advance in writing and such amendments and/or subsidiary agreements shall only apply to the respective individual transaction. Any conflicting terms and conditions of business of the participant shall not be accepted, even if no express objection has been raised against the same.

Target groups, seminar locations and registration fees can be found in the respective announcements and/or seminar prospectuses.

1. General provisions

Upon registering for seminars, events and online training courses or when placing an order for in-house training, the participant acknowledges OilDoc GmbH's Terms and Conditions of Business as binding.

2. Registration

Registration for seminars and events and placing orders for in-house training sessions must be undertaken in writing (by post, fax, email or online by visiting anmeldung.oildoc.de) and will only become legally effective upon written confirmation by OilDoc GmbH.

The number of participants at a seminar is generally limited. Registrations will be processed in the order they are received.

Upon receipt of registration, a confirmation of receipt will be sent.

A binding confirmation of registration will be sent no later than three (3) weeks prior to the start of the event. A contract of participation will only be concluded upon written confirmation by OilDoc GmbH. OilDoc GmbH is entitled to refuse the registration for a seminar or other events without providing grounds for such a decision.

3. Registration fees and terms of payment

The respective fees published at the time of registration shall apply. All fees are net and must be paid together with the statutory value-added tax. Unless another provision is expressly set out in the programme description, the price of the seminar solely includes the price of the event, all materials, documents, handouts and certificates of participation. The price of an in-house training course is based on the service description specified in the underlying proposal. Furthermore, the price also includes the costs of lunch, drinks and snacks for events held at OilDoc GmbH's premises. The participant will be sent the seminar documents in PDF format for online training courses and will subsequently be sent a recording of the training course.



Corporate seminars conducted externally shall be organised by the client (event facilities, equipment, catering, etc.) unless expressly agreed otherwise. With respect to corporate seminars, the client shall inform OilDoc GmbH of the number of participants no later than two (2) weeks prior to the start of the event. Seminar documents shall be provided based on this number of participants.

Fees do not include any travel expenses incurred by participants, nor do they include expenses for lodging and food outside of seminar hours.

Payment of the registration fee is due ten (10) days after receipt of the invoice.

For in-house training sessions, invoices will be sent on the date on which the event is held and are payable ten (10) days after receipt of the invoice.

For in-house training sessions, seminar documents are charged based on the number of documents actually printed and travel expenses are charged at cost.

Invoice amounts are payable by bank transfer, PayPal or credit card and the invoice number must be specified.

If the information provided by the participant upon registration needs to be corrected at a later date, e.g., billing address or order number, a processing fee of €10.00 is payable per invoice change.

4. Discounts

If three or more employees from the same company register for an open OilDoc event (seminar, workshop, intensive training, etc.) at the same time with the same billing address, a one-off special discount of 5% will be applied to the total registration fee. No other discounts or rebates will be granted.

If a participant registers for three or more modules of a single online training series at the same time, a one-off special discount of 5% will be applied to this participant's registration fee. This may not be combined with the corporate discount.

5. Changes

In the event of the occurrence of circumstances not attributable to OilDoc GmbH, e.g. illness or other reason for the speaker to be unable to attend, OilDoc GmbH reserves the right to postpone or relocate the seminar, to appoint a different speaker in place of the original speaker or to cancel the event. If the minimum number of participants is not reached (50% of the maximum number of participants for the respective seminar), OilDoc GmbH reserves the right to postpone or cancel the respective event. In this case, OilDoc GmbH shall seek to inform the participants no later than fourteen (14) days prior to the scheduled start of the event. If an event is postponed, participants may choose to either attend the event at an alternative date and time or to be reimbursed for any registration fees already paid. If the event is cancelled without an alternative date being provided, registration fees already paid shall be reimbursed. Further claims by the participant, in particular claims for compensation (including cancellation charges for travel or hotel costs) are not permitted in the event of a change to or cancellation of a seminar.

6. Withdrawals and cancellations, rebooking (applies to companies)

6.1 Withdrawals from seminars must be made in writing by participants already registered in writing. Such withdrawals must be sent to OilDoc GmbH, Kerschelweg 28, 83098



Brannenburg, Germany or info@oildoc.de. If a participant is unable to attend, another participant may take the place of the original participant without further charges being incurred. However, this requires the agreement of OilDoc GmbH. Should a participant cancel or rebook, the following fees shall be applied:

Up to fourteen (14) calendar days prior to the start of the event: no fee
Up to seven (7) calendar days prior to the start of the event: 50% of the registration fee
Fewer than seven (7) calendar days: full registration fee

The full fee shall be payable in the event of failure to attend (for whatever reason).
The effective date for this deadline is the date on which the statement of cancellation is received by OilDoc GmbH.

6.2 Cancellation of an in-house training course or corporate seminar must be made in writing and sent to OilDoc GmbH, Kerschelweg 28, 83098 Brannenburg, Germany or to info@oildoc.de. The following processing fees shall be applied to cancellations:

Up to twenty-eight (28) calendar days prior to the start of the event: no fee
Twenty-eight to fourteen (28-14) calendar days prior to the start of the event: 50% of the registration fee
Fewer than fourteen (14) calendar days prior to the start of the event: 100% of the registration fee

Non-refundable expenses, such as travel expenses, printed documents, etc., shall be charged to the client in full.

The respective cancellation fee shall be reduced by 50% if an alternative date is agreed within three (3) months, provided such alternative complies with the terms and conditions originally agreed.

The effective date for this deadline shall be the date on which the statement of cancellation is received by the organiser.

7. Data privacy

Participants' data will be stored electronically by the organiser for internal purposes and this shall be done while respecting data privacy. Upon registration, the participant consents to his or her data being included in an address list to be distributed to all participants in printed form during the event. Such consent may be revoked at any time.

8. Liability

OilDoc GmbH shall be held liable exclusively for damages caused by OilDoc employees on the basis of wilful intent or gross negligence. Any further liability shall be excluded. Seminars are designed in such a way that attentive participants are able to achieve the seminar's objectives. However, the organiser shall not be held liable for participants' success with respect to training and shall assume no liability whatsoever for any consequential damage that should arise as a result of incorrect and/or incomplete seminar content.

OilDoc GmbH selects qualified speakers from the respective specialist fields for its seminars. OilDoc GmbH assumes no liability for the accuracy, currency or completeness of the seminar content, seminar documentation or each participant's achievement of their desired learning objective. It also assumes no liability for any consequential damage that should arise as a result of incorrect and/or incomplete seminar content.



Furthermore, OilDoc GmbH's liability shall be limited to wilful intent, gross negligence and breach of contractual obligations, where such damages must be those considered typical and foreseeable for a seminar event.

9. Copyright

All working documents are protected by copyright. Copying the working documents or disclosing the same to third parties, in whole or in part, is not permitted without the organiser's consent.

10. Place of performance, jurisdiction, validity

The place of performance is the registered office of OilDoc GmbH.

The jurisdiction for any legal actions relating to business transactions with merchants, legal persons under public law or special-purpose entities organised under public law is the registered office of OilDoc GmbH. Where proceedings relate to non-commercial clients and if and insofar as any claims made by OilDoc GmbH are not invoked as part of default proceedings, the jurisdiction shall be determined by the place of residence of the former. In the event that the place of residence or habitual residence of the client, even where the client is a non-commercial client, is unknown at such time as the action is filed, or in the event that the client has relocated its place of residence or habitual residence to a location outside the jurisdiction of the law after such time as the contract was concluded, the place of jurisdiction shall hereby be agreed to be the registered office of OilDoc GmbH.

The law of the Federal Republic of Germany shall apply.

Should one or more provisions prove to be invalid, the validity of the remaining provisions shall remain unaffected. A provision that most closely approximates the economic intent in a legally admissible manner shall be agreed in place of the invalid clause(s). The same shall apply to supplementary interpretation of the contract (severability clause).

The contract language is German.

Last update: August 2015