

OSD Osteopathie Schule Deutschland GmbH (OSD)

General Terms and Conditions & cancellation policy for further training courses/programs

1. Registration & contract agreement

Interested parties can register for all further training courses/programs/course series in writing (by letter, e-mail or fax) or electronically via the OSD website. By registering, the participant agrees to the following terms and conditions.

Registrations are regularly considered in the order in which they are received by OSD. Registration is binding. The presentation of the course/series of courses on the OSD website does not constitute a legally binding offer. The contract is concluded by registration and confirmation of registration by OSD. The confirmation of registration shall be sent in writing, e.g. by letter, e-mail or fax to the postal or e-mail address or fax number provided by the contractual partner when registering. If a registration cannot be accepted, OSD shall inform the interested party immediately.

When registering online, a binding registration for the event offered is declared by clicking on the "Paid registration" button. Confirmation of receipt of the registration is sent by automated e-mail immediately after the registration has been sent and does not yet constitute acceptance of the contract. The contract is accepted after receipt of payment by means of a separate confirmation of registration.

2. Course fees & payment methods

The course fees are due for payment immediately upon receipt of the invoice or by the date stated therein. Payment of the course fee before the start of the course is a prerequisite for participation in the course.

For further training courses/programs with a limited number of participants, places are allocated according to the date of receipt of payment.

For the course series that can only be booked as a complete package, the course price does not refer to the individual sequence, but to the complete package that can only be booked as a whole.

The costs of teaching materials and examinations are not included in the participation fees, unless expressly agreed otherwise.

3. Right of cancellation and termination

Should the participant be entitled to a right of cancellation in accordance with Section 5 of these General Terms and Conditions, the following provisions on cancellation and termination by the participant shall only apply after the expiry of the cancellation period.

Cancellations will only be accepted by OSD in writing.

The following applies to cancellations of individual courses and cancellations of complete course series - as they can only be booked as a package:

In the event of cancellation up to 30 days before the start of the course/series, the entire course fee will be refunded minus a processing fee of € 50. In the event of later cancellation or absence, the entire course fee due will be retained.

The relevant date for the cancellation and withdrawal of the participant is the date of receipt of the written declaration by OSD.

The participant may nominate a replacement in his/her place who can prove that he/she fulfils the necessary admission requirements. In this case, no additional costs will be incurred.

Furthermore, OSD may terminate the contract without notice for important reasons, such as sustained disruption of the events, copyright infringements (Section 8.) by the participant or violation of the house rules. This shall not entitle the participant to a refund of the fee. OSD reserves the right to assert further claims for damages.

4.Seminar and travel cancellation insurance

We recommend taking out seminar and travel cancellation insurance before participating in a training course/series.

5.Cancellation policy for consumers

The following right of cancellation applies only to consumers within the meaning of § 13 BGB and therefore does not apply to contracts concluded with OSD by entrepreneurs within the meaning of § 14 BGB in the context of their commercial or independent professional activity.

Cancellation policy	Sample cancellation form
<p>You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the contract.</p> <p>To exercise your right of cancellation, you must contact us,</p> <p>Osteopathie Schule Deutschland GmbH Mexikoring 19 D-22297 Hamburg E-mail: info@osteopathie-schule.de Tel: +49 (0)40 644 15 69 0 Fax: +49 (0)40 644 15 69 10</p> <p>by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory.</p> <p>To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.</p> <p>Consequences of cancellation 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. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.</p> <p>If the course or event you have booked (= service) has already started while the cancellation period is running, you must pay us reasonable compensation in the ratio of the services already provided up to the time you notify us of your intention to cancel the contract to the total scope of the services provided for in the contract.</p>	<p>If you wish to cancel the contract, please complete this form and return it to us: Osteopathie Schule Deutschland GmbH Mexikoring 19 D-22297 Hamburg E-mail: info@osteopathie-schule.de Tel: +49 (0)40 644 15 69 0 Fax: +49 (0)40 644 15 69 10</p> <p>I/we hereby revoke the contract concluded by me/us for the provision of the following service:*</p> <p>..... (name of the course/event, period)</p> <p>Registered on: </p> <p>Name and address of the consumer: </p> <p>date </p> <p>Signature of consumer (only for written cancellation) (*)Delete what is not applicable</p>

6. Cancellation & organisational changes to further training courses/events

OSD has the right to cancel events in the event of force majeure or insufficient participation (4 weeks before the start). In this case, the participant will be informed immediately and OSD will refund the course fees already paid in full. In addition, further claims for reimbursement of costs by participants are excluded, in particular there is no entitlement to compensation for travel and accommodation costs or loss of working hours.

OSD also reserves the right to make organisational changes. These include, among other things, changes of lecturer, change of room within a reasonable radius of the original venue. OSD will endeavour to communicate organisational changes in good time. However, in the event of individual unforeseeable class cancellations, the participant cannot assert any rights in this regard.

7. Admission requirements, certificate of attendance & confirmation of payment

By registering, the participant assures that he/she fulfils all the necessary admission requirements for the selected further training course or the booked course series. If false information is provided, there is a risk of exclusion from the course. In such a case, no refund of course fees will be granted.

Each participant will receive a certificate of attendance and a confirmation of payment.

8. Disclaimer

OSD accepts no liability for personal injury, property damage or financial loss arising during the period of the respective course programme.

The OSD expressly points out that the course and teaching content, as well as script and book material, are only recommendations. The choice of the respective therapy/medication/treatment is in any case a decision that the participant/treatment provider has to make him/herself after weighing up the respective situation. No claims can be made against the lecturer or OSD as a result of any consequences. Participation in all courses is voluntary and at the participant's own risk.

Otherwise, OSD shall only be liable for damage caused intentionally or through gross negligence.

9. Copyright protection, image, film and sound recordings

All teaching and instructional materials, presentations, recordings provided, etc. are the intellectual property of OSD or the respective speakers and are provided to the participant exclusively for his/her sole and non-transferable personal use. The materials provided to him/her may neither be reproduced nor used for commercial and/or freelance purposes. In the event of a breach of copyright, OSD reserves the right to assert claims for damages.

We expressly point out that images, films and sound recordings of participants may be made on certain occasions. The participant may give his/her consent to the use and publication of such recordings for the purpose of public reporting, for the documentation of training measures or the promotion of OSD's range of services on all the media used, including social media. Consent is voluntary, has no influence on the training or further training and can be withdrawn from OSD at any time with effect for the future.

Participants may make video and audio recordings as well as photos of individual practical techniques (practical demonstrations by the lecturer) for their own training purposes, provided the lecturer authorises this. Recording/filming the entire course is strictly prohibited! The recordings you make may only be used for your own training and development. It is expressly forbidden to pass on or show any of the above material, in whole or in part, to third parties, whether for a fee or free of charge (except to fellow students), to make copies of the above material or to infringe the copyrights of others. In particular, it is also prohibited to distribute images, audio and video material on the internet, social media, messengers or other services (e.g. WhatsApp).

10.Data protection notice

Participants' personal data is processed as part of the training programme. What these are, and for what purpose we process them can be found here on the homepage:

Link to the new subpage and QR code:

<https://osteopathie-schule.de/informationen-zur-datenverarbeitung/>



11. Special requirements for participation in an online presence event

When participating in an online event, each participant is obliged to fulfil the minimum requirements (internet with suitable bandwidth, e-mail address, PC or laptop with loudspeaker, microphone and webcam, current browser version, downloading a programme from the online/webinar platform if necessary, etc.) and to test it before the event.

The failure of the technical conditions for which the participant is responsible shall not release him/her from the agreed payment obligation. If a participant does not report any technical problems during an event and the recording does not indicate such problems, participation shall be deemed to have taken place.

If recordings and video seminars are offered as available, OSD points out that cancellations may occur, for example due to maintenance work or force majeure.

It is not permitted to allow unauthorised persons (not course/event participants) to use/participate. In case of doubt, any third party must be treated as an unauthorised person.

12.Subsidiary agreements

Additional agreements must be made in writing.

13.Place of jurisdiction

If the participant is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction and place of fulfilment for all legal disputes arising from the contractual relationship is Hamburg. This agreement on the place of jurisdiction also applies if the participant has no general place of jurisdiction in Germany.

14. Ineffective clauses

In the event that individual clauses of these terms and conditions are invalid, the validity of the remaining terms and conditions shall remain unaffected.

Status: May 2024