

# GENERAL TERMS AND CONDITIONS COURSES

## General Terms and Conditions Goldstück V.O.F. – Courses

### 1. scope of application

1.1 These terms and conditions apply to the participation in a course of Goldstück V.O.F. (hereinafter: organizer). The courses are conducted under professional supervision. The course is led by Mrs. Christin Vieweg. She reserves the right to delegate the management to other employees of Goldstück V.O.F..

1.2 The participant's terms and conditions of business shall only apply if this has been expressly agreed in advance. 2.

### 2 Participation fees, conclusion of contract, payment

2.1 The participation fees for the respective courses can be found in the current program offer. The prices are per person and include value added tax.

2.2 Registration for the respective courses can be made by telephone, in writing, by post and by e-mail. The participant's registration is to be understood as an offer to conclude a contract. Upon acceptance of the offer by sending the written order confirmation with invoice by the organizer, a service contract is concluded with the participant.

2.3 Upon acceptance of the offer, the participant undertakes to pay the participation fee to the account stated in the invoice within 7 days of receipt of the order confirmation. The receipt of payment shall be decisive for the observance of the deadline.

2.4 If the booking is made at short notice with the result that the deadlines cannot be met, payment must be made no later than on the day of the cooking course.

2.5 Payments shall be made stating the invoice number and the date of the event.

2.6 If payment is not received by the aforementioned deadline, the organizer is entitled to exclude the participant from the event or to allocate the place to someone else.

### 3. termination, change, cancellation

3.1 The contract may not be unilaterally terminated or cancelled by either party, unless otherwise stated below.

3.2 However, the organizer reserves the right to combine or postpone courses if the minimum number of participants of 5 persons is not reached, or if the course instructor is prevented from attending (e.g. due to illness) before the start of the course, or to cancel courses at its own discretion with a full refund of the participant fee already paid. Other claims of the participant are excluded.

3.3 In the event of cancellation by the participant at least 14 days before the course date, the participant may choose between a voucher or a refund of the participant fee. In the event of cancellation on the part of the participant within 7 days prior to the start of the course, the organizer is free to demand the contractually owed participation fee and to make a flat-rate deduction for saved expenses (at least 70% of the contractually agreed price). In this case, 30% of the course fees will be refunded. In the event of cancellation within 3 days of the start of the course or if the participant fails to attend the booked

course, the participation fee will not be refunded or the course will be made up for at another time.

3.4 The participant has the right to prove that the amount that is appropriate in the specific case is lower than the flat-rate amount.

3.5 The transferability of the participation to a third person remains unaffected. The participant has the right to transfer his/her participation to another person at any time after consultation with the organizer.

3.6 Cancellations can only be made in writing.

#### 4 Liability

4.1 Participation in the cooking courses is at your own risk.

4.2 The organizer is liable in cases of intent or gross negligence on the part of the organizer or a representative or vicarious agent in accordance with the statutory provisions. Otherwise, the organizer shall only be liable for injury to life, limb or health and for culpable breach of essential contractual obligations.

4.3 The course participant is personally liable for the organizer's facilities and objects damaged by him. He/she shall be liable for damage and accidents caused by him/her to other course participants.

#### 5. hygiene regulations

Every participant is obliged to behave hygienically.

Hands must be washed with soap and water at the beginning of the course and after using the toilet. During the courses, aprons should be worn, which will be provided. All instructions given by the course leader on the hygienic handling of food must be followed by the participant. Participants with open or infected wounds on their hands or forearms will be excluded from participation in the cooking course. The same applies to persons with fever, cough, cold or other potentially contagious diseases.

#### 6. final provisions

6.1 Amendments or additions to the contract, the acceptance of the application or these terms and conditions must be made in text form in order to be effective. Unilateral amendments or supplements by the participant are invalid.

6.2 The place of performance and payment shall be the registered office of the organizer.

6.3 The exclusive place of jurisdiction for commercial transactions is the organizer's registered office.

6.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties shall agree on a new provision that comes as close as possible to the content of the invalid provision.