

§ 1 Scope of application

The present General Terms and Conditions of Business of European Actuarial Academy GmbH, Hohenstaufenring 47 – 51, 50674 Cologne, Germany (hereinafter referred to as "EAA") shall apply to all services within the framework of further training (hereinafter referred to as "**seminars**"), which EAA renders for attendees of such seminars (except CERA education).

§ 2 Registration and conclusion of contract

1. Registration for seminars as an attendee can only be made bindingly via internet.
2. Acceptance of the registration of an attendee by EAA shall only be binding when a written confirmation of the registration has been given by EAA. Confirmation will be given by email.
3. EAA shall decide on acceptance of attendees' registrations. No claim to attending shall accrue.
4. In case a seminar is fully booked or overbooked a waiting list will be established. If a participant place will become available, registrations will be processed and confirmed in chronological order of booking.

§ 3 Prices

1. Seminar prices published at time of booking on our seminar website are valid for your registration. The early bird rate applies on all binding registrations received up to and including the stated deadline.
2. The attendance fee shall be understood per person and seminar plus the statutory Value Added Tax valid at the time in question. It shall entail attendance of the talks as well as workshops, seminar documents, lunch, coffee breaks, beverages in the seminar room and, if applicable, attendance of an evening event.
3. Attendance of a seminar day for only a number of hours shall not be entitled to a reduction of the price for the seminar day.
4. A group discount is possible only for group bookings of six participants from one company that register for the same EAA seminar. The invoice address and the company VAT number must be identical for all six persons. In order to benefit from the group discount, an e-mail to contact@actuarial-academy.com is required before the first booking is made. If all six persons attend the seminar, the invoice amount for one attendee will be reduced to € 0. EAA will decide which invoice is reduced unless this is indicated by the company when naming the six attendees. The group discount always refers to the EAA seminar fee at the time of booking. There is no group discount for the charges which are borne by the participant, e.g. travel expenses or accommodation.

§ 4 Payment terms

1. The fees for attending the seminar shall be due for payment without deduction 28 days before the start of the seminar via bank transfer. Invoices will be sent out via email before. Please always give your invoice number when you effect payment.
2. All bank charges must be borne by the participant.

§ 5 Travel and accommodation

The attendee shall be responsible for his own travel and accommodation as a matter of principle. The hotel charges shall be settled with the seminar hotel directly by the attendees.

§ 6 Cancellation by the attendee

1. Cancellations of registrations are only possible up to 6 weeks before the first day of seminar and must be done in writing or by email.
2. In the event of later cancellation or in the event of a no-show, the complete seminar fee shall be due for payment.

3. You may appoint someone who takes your place, but must notify us in advance. This notification can be made in writing up to 24 hours prior the seminar beginning in text form and must include the full first and last name, email and billing address of the substitute participant.

4. This re-booking shall be free of charge; however, seminars lasting a number of days can only be re-booked in their entirety. Naming a replacement participant relieves you from the obligation to pay the seminar fee after the substitute participant has paid the seminar fee, which would have occurred by a regular binding registration of the replacement participant at time of the re-booking.

§ 7 Cancellation by EAA

1. EAA shall be entitled to extraordinary termination of the contract if the attendee falls into arrears with payment of the attendance fee and payment is also not made by the expiry of a period of grace set for him. The right to extraordinary termination for other reasons shall remain unaffected.

2. EAA shall be entitled to terminate the contract if the minimum number of 20 participants is not reached for the specific seminar. Payments already made at such time shall be reimbursed to the attendee. Further-reaching claims of the attendee against EAA shall be ruled out, in particular there shall be no claim to reimbursement of travel and overnight accommodation expenditure and loss of work unless the expenditure originates due to grossly negligent or deliberate conduct on the part of EAA.

§ 8 Deviations in performance

The contents of the programme can deviate from the announcements. EAA shall be entitled to replace announced speakers by others and to make other necessary changes, maintaining the overall character of the seminar.

§ 9 Seminar material and copyrights

1. You will receive the seminar programme with the final start and end times as well as a confirmation if the seminar will finally take place via email.

2. You will receive a link and log in details to the restricted seminar download area including the seminar script as soon as available and after full payment is received. There will be no paper copies provided.

3. EAA shall grant the attendee a non-exclusive, non-assignable right of use to seminar documents provided to an attendee in a physical or electronic form within the framework of a seminar for the purpose of learning. All rights, also those of reproduction and copying of the seminar documents or of parts thereof and of making them publicly accessible shall be reserved for EAA. The log in details to the material shall not be distributed.

4. By registering you agree that your name and place of residence appear on the list of participants. If you have agreed that your company name and city may be shown on the list of participants this will be printed instead of your place of residence. Please be aware that this selection (incl. company name and city) changes your preferences for all future events.

§ 10 Image and sound recordings

1. EAA shall be entitled to have photographs, drawings and audio and video recordings of the seminar and the attendees produced and to use them for marketing purposes. To the extent necessary, the attendee hereby declares his agreement.

2. Attendees shall not be entitled to make sound or video recordings of the presentations or attendees.

§ 11 Certificate of attendance and CPD points

A certificate of attendance will be issued if you have participated throughout the whole seminar. CPD points will be given only after a full participation at the seminar. Please get in touch with your local actuarial association to get further details about the CPD points when needed.

§ 12 Liability and damages

All seminars shall be prepared and held with the greatest possible care. However, EAA shall not be liable for damage caused by third parties (e.g. sponsors, attendees, employees of the event centre).

§ 13 Miscellaneous

1. The contract shall be governed by the law of the Federal Republic of Germany, ruling out recommitment.
2. The exclusive place of jurisdiction for all disputes from and in connection with the contract to which the present general terms and conditions of business apply shall be Cologne, Germany.

Cologne, September 2019