

VOYGAR SYSTEMS Training Services | General Terms and Conditions

Status as of: 01.01.2017

I. Preliminary Remarks

VOYGAR SYSTEMS GmbH with its registered offices in Stresemannstr 23 10963 Berlin sells hardware products that have been produced by VOYGAR SYSTEMS R&D or its partners . For this reason, VOYGAR SYSTEMS has special expertise and experience in the possible applications, functionalities, features and characteristics of these products and offers customers training courses in this respect.

The customer wishes to participate in such training courses and to gain the relevant knowledge concerning the possible applications, functionalities, features and characteristics of these hardware products within the framework of the training courses.

II. Applicability of the General Terms and Conditions

The following General Terms and Conditions (“GTCs”), in their respective version valid at the time of registration, shall apply exclusively for all current and future business transactions with VOYGAR SYSTEMS connected with the training courses, in particular for the registration, conclusion of the agreement and holding of these training courses.

VOYGAR SYSTEMS expressly reserves the right to make reasonable amendments to these GTCs. Customers will be informed of any amendments at least 1 (one) month prior to their entry into force by means of a notification by email sent to the email address indicated by the customer with the registration (“customer email address”) and by means of their publication on the website (“VOYGAR SYSTEMS website”).The respective amendments are deemed accepted if the customer does not object to the amendments within one month after their announcement by email. The consequences of this, namely the implication of the planned amendment for the customer, the customer’s right of objection and the time limit for the objection, are indicated separately in the notification. The date on which the objection is sent is decisive for its timeliness.

III. Registration, Conclusion of the Training Agreement

The training courses are either published on the VOYGAR SYSTEMS website quarterly in advance (“Open Customer Training Courses”) or agreed as required in individual cases with the customer (“Individual Training Courses”). Presentation of the training courses does not constitute a binding offer on the part of VOYGAR SYSTEMS for the conclusion of a training agreement.

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The customer submits his/her request for concluding a training agreement by completing the registration form, confirming knowledge of the GTCs and clicking on the button “Registration with obligation to pay”, for which he/she will receive an automatically generated confirmation of receipt.

The training agreement is not concluded with binding effect for both parties until and in as far as VOYGAR SYSTEMS accepts the request by means of the issuing of an invoice (conclusion of the agreement).

IV. Subject Matter of the Training Agreement

Based on the training agreement VOYGAR SYSTEMS provides a training service. The training service is specified as follows (“course description”):

1. in the case of open customer training courses, it is based on the course description published on the VOYGAR SYSTEMS website or
2. in the case of individual customer training courses, it is based on the course description specifically developed and agreed with the specific customer.

VOYGAR SYSTEMS’s contractual obligations entail the holding of the training course in the agreed scope in compliance with the course description. Whereby VOYGAR SYSTEMS’s owes the requisite diligence, but not, however any specific success, in particular its liability does not preclude that the participant implements or is able to implement the know-how imparted in the training course or that the requirements or expectations of the customer or participant are fulfilled.

In as far as the prospect of a specific trainer or lecturer has been indicated in the description of the course, VOYGAR SYSTEMS reserves the right to replace said person with a different equally qualified trainer or lecturer without any special reason being required for doing so.

At the end of the training course the participant will receive confirmation of participation in the form of a certificate of participation. This contains confirmation that the participant took part in a specific training course.

V. Dates and Times of the Training Courses

The training courses take place on the dates announced in the course description or the agreed dates from 9:00 a.m. to 5:00 p.m. This time includes two coffee breaks and a one-hour lunch break. VOYGAR SYSTEMS reserves the right to adapt the training times to bring them in line with organizational requirements.

VOYGAR SYSTEMS reserves the right to cancel individual training courses if for a specific training course the minimum number of participants stipulated in the course description has not been reached. The customer will be notified of the cancellation of the course by email sent to the customer's email address at least 5 working days prior to the start of the respective training course. The customer will be offered an alternative date within three months, calculated from the date of the cancelled training course. Any more extensive claims of the customer or participant are excluded.

VI. Participation in a Training

For reasons of quality assurance training requirements with regard to the prior knowledge of the participants, e.g. with regard to language, previous completion of other training courses, levels of difficulty, etc. (training requirements), are specified in the course description. The customer is obliged to ensure that the participants he/she registers for a course fulfil these training requirements.

VII. Course Fees, Terms of Payment, Cancellations

For all courses, registration and 60% payment of the course fees are required to guarantee a seat, and all registered candidate shall pay the remaining fees before attending the course sessions

The course fee falls due for payment promptly with the issuing of the invoice and must have been received by VOYGAR SYSTEMS by the start of the training course. Offsetting of the course fee against claims of the customer vis-à-vis VOYGAR SYSTEMS is excluded.

Travel expenses as well as costs for accommodation and meals incurred by the participant are not included in the training course nor the course fees, so that the customer is responsible for payment of any such costs and expenses incurred.

VOYGAR SYSTEMS will not charge any cancellation fees in the event a registration is cancelled at the latest 30 calendar days prior to the start of a training course. A cancellation fee amounting to 50% of the course fee will be charged in the event a registration is cancelled at the latest 10 calendar days prior to the start of a training course. A cancellation fee amounting to 100% of the course fee will be charged for cancellations received later than this or in the event a participant fails to appear on the agreed date.

The cancellation is deemed timely if it is received by VOYGAR SYSTEMS by the day indicated in the previous paragraph. The day on which the training course is held is not included in the calculation of the time limit.

If a course fee has already been paid, this will be refunded minus the cancellation fee within 14 calendar days calculated as of the date of the cancellation.

The customer is entitled to submit the name of suitable substitute participants to VOYGAR SYSTEMS in writing up until 3 calendar days prior to the start of the training course.

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VIII. Training Venue

The training courses take place at the venue indicated in the course description. As a matter of principle, this is a venue determined by VOYGAR SYSTEMS ("on premise"). In the case of a separate agreement with the customer, VOYGAR SYSTEMS will hold the training course on the premises of the customer ("on-site training course").

In the event the customer provides hardware or hardware for the participants or the trainers/lecturers, the customer is obliged to secure any data stored on or connected with such hardware or hardware at his/her own expense.

The following special regulations apply in the case of on-site training courses:

1. The customer shall provide the rooms as specified by VOYGAR SYSTEMS at his/her own expense;
2. The customer is obliged at his/her own expense to provide the demonstration and EDP equipment for the individual participants and the trainer or lecturer specified by VOYGAR SYSTEMS, such as suitable exercise devices and appropriate hardware, of the type and numbers requested by VOYGAR SYSTEMS;
3. The customer is obliged to reimburse VOYGAR SYSTEMS for all additional costs incurred in connection with the fact that the training course is not held in-house (e.g. allowances, travel and accommodation expenses etc.);
4. VOYGAR SYSTEMS assumes no liability for any damage to the systems of the customer caused by the work, demonstrations, installations or any other manipulations involved in its use. VOYGAR SYSTEMS expressly points out that it is the sole responsibility of the customer to ensure his/her systems in such a way that neither the participants nor the trainer or lecturer can damage it or the databases.

IX. Legal Liability

VOYGAR SYSTEMS shall not bear any legal liability for the misuse of the German Entry Visa and each accepted student will bear to fulfil all German Entry Visa requirements and commitments

VOYGAR SYSTEMS undertakes to fulfill all its obligations arising from the training agreement with the required diligence and expertise, but can however, not guarantee to fulfil all requirements and expectations of the customer or the participant.

Neither of the parties is liable vis-à-vis the other party for non-performance or delayed performance of a service arising from circumstances outside of the control of the party, provided these are not the fault of the party whose performance is not fulfilled or is delayed or the risk of one of the aforementioned events. This shall apply in particular in the case of force majeure, acts of war, terror attacks, natural disasters, accidents, industrial action and acts, omissions and negligence of third parties or official, administrative and/or judicial measures.

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IIX. VISA Support

If you are travelling to our offices from a country whose citizens require a visa for Germany, Please inquire about the entry requirements applying to you (e. g. visa requirements) sufficiently in advance before you come to the training course.

Please carry out the necessary formalities yourself. VOYGAR SYSTEMS will accept no responsibility if you do not receive a visa or do not receive it on time, or if you are unable to travel to the training course due to other reasons, for VISA support, please follow this link: http://www.auswaertiges-amt.de/EN/EinreiseUndAufenthalt/03_Visabestimmungen/Visabestimmungen_node.html

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