

# GENERAL EVENT TERMS AND CONDITIONS 2026

Hans Pregler GmbH & Co. KG

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| <b>Company</b> | Hans Pregler GmbH & Co. KG              |
| <b>Address</b> | Kreuzäcker 6, 94469 Deggendorf, Germany |

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## 1. Scope

**1.1** These General Event Terms and Conditions apply to training sessions, seminars, courses and comparable events offered and conducted by Hans Pregler GmbH & Co. KG - hereinafter referred to as "Pregler", "we", "us" or "our".

**1.2** Our events are offered exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB), legal persons under public law and special funds under public law. Consumers within the meaning of section 13 BGB may not register for our events.

**1.3** The contracting party is the company that books the event or registers one or more employees - hereinafter referred to as the "Customer". The persons registered by the Customer are hereinafter referred to as the "Participants". Registration does not make the Participants contracting parties themselves unless expressly agreed otherwise.

**1.4** Our Terms and Conditions of Delivery and Performance, as validly incorporated when the contract is concluded, apply in addition. In the event of contradictions, these General Event Terms and Conditions take precedence with respect to participation in events.

**1.5** Conflicting or supplementary terms and conditions of the Customer apply only if we have expressly consented to their application. This requirement for consent also applies if we conduct the event while aware of conflicting terms and conditions.

**1.6** Individual agreements take precedence over these General Event Terms and Conditions.

## 2. Registration and conclusion of contract

**2.1** The Customer's registration constitutes a binding offer to conclude an event contract. The Customer is bound by its registration for ten business days unless the event description specifies a different period.

**2.2** The contract is concluded upon receipt of our registration or order confirmation. An automated acknowledgement of receipt of an electronic registration does not constitute acceptance unless it is expressly designated as a registration confirmation.

**2.3** Registration is made for the Participants identified in it. The Customer shall ensure that the Participants meet the technical, personal and safety-related requirements stated in the event description.

**2.4** The number of Participants may be limited for organisational, spatial or safety-related reasons. Subject to any different selection criteria, registrations are generally considered in the order in which they are received.

**2.5** The Customer shall notify us of changes to Participant details in good time before the event begins.

### 3. Participation fee and payment

**3.1** The participation fee is stated in the relevant event description, our quotation or our order confirmation. All prices are stated in euros and exclude statutory value added tax.

**3.2** Unless otherwise stated in the event description, the participation fee includes:

- a) participation in the event;
- b) the designated training materials;
- c) refreshments during breaks; and
- d) a joint lunch on our premises for full-day in-person events.

**3.3** The participation fee does not include, in particular, travel, accommodation, parking or other subsistence expenses, or catering costs exceeding the services expressly included. These costs shall be borne by the Customer. Any different internal allocation of costs between the Customer and its Participants remains unaffected.

**3.4** Unless otherwise agreed, invoices are payable without deduction within 14 calendar days after receipt. If the event begins before this payment period expires, the agreed payment period remains unaffected. We may make participation conditional upon payment of invoices that are due.

**3.5** Participation for only part of the event, late arrival or early departure by a Participant does not entitle the Customer to a reduction or refund of the participation fee unless Pregler is responsible for the relevant circumstance.

**3.6** We may use qualified subcontractors. Our responsibility for contractual performance remains unaffected.

### 4. Cancellation by the Customer

**4.1** The Customer may cancel its registration before the event begins by giving notice in text form, in particular by email or letter. The date on which we receive the cancellation determines compliance with the cancellation period.

**4.2** In the event of cancellation, we may demand the following lump-sum compensation:

- a) if cancellation is received on or before the 15th calendar day before the event begins: no compensation;
- b) if cancellation is received between the 14th and 6th calendar day before the event begins: 50% of the agreed net participation fee;
- c) if cancellation is received on or after the 5th calendar day before the event begins: 100% of the agreed net participation fee;
- d) in the event of non-attendance or premature withdrawal initiated by the Participant: 100% of the agreed net participation fee.

**4.3** The Customer is expressly entitled to prove that the cancellation, non-attendance or withdrawal caused us no loss or a loss substantially lower than the applicable lump sum. In that case, only the loss actually incurred shall be reimbursed.

**4.4** The Customer's right to nominate a substitute Participant remains unaffected. A suitable substitute Participant may be nominated until the event begins without an additional participation fee. Necessary additional expense already incurred, in particular for amending personalised documents, examination registrations or external authorisations, may be charged separately. Clause 2.3 applies correspondingly to the substitute Participant.

**4.5** If a substitute Participant attends the event in full, no cancellation compensation shall be payable. This does not apply to person-specific third-party costs already incurred that can no longer be cancelled.

**4.6** The Customer's statutory rights of termination and rescission remain unaffected.

## 5. Programme and implementation

**5.1** The content, learning objectives, venue, event times and designated instructors are set out in the relevant event description or order confirmation.

**5.2** We may change the sequence, order and individual content of the event for technical, organisational or educational reasons, provided that this does not materially impair the overall nature, key learning objectives or quality of the event.

**5.3** We may replace an announced instructor with an instructor of comparable professional qualification. We may also make minor changes to the schedule or change the event room within our premises or to another venue within a reasonable distance.

**5.4** We shall notify the Customer without undue delay of any material changes. If a change materially impairs the purpose of the contract and participation is therefore no longer reasonable for the Customer, the Customer may rescind the event contract without charge within a reasonable period after receiving notice. Participation fees already paid shall be refunded in this case.

**5.5** A particular learning, examination, certification or commercial outcome is owed only if expressly agreed.

## 6. Cancellation or rescheduling by Pregler

**6.1** We may cancel or reschedule an event for good cause that was unforeseeable when the contract was concluded and could not be avoided by us with reasonable effort. This applies in particular in the event of:

- a) illness or short-notice unavailability of the designated instructor where no suitably qualified replacement is available;
- b) force majeure, official measures or significant safety risks;
- c) unforeseeable technical, operational or venue-related disruption; or
- d) failure to reach a minimum number of Participants stated in the event description.

**6.2** If an event is cancelled because the minimum number of Participants has not been reached, we shall generally inform the Customer no later than five calendar days before the event begins. If an earlier decision is possible, notice shall be given accordingly earlier. We shall inform the Customer without undue delay of reasons arising later.

**6.3** If an event is rescheduled, the Customer may participate on the replacement date. If participation on the replacement date is not reasonable for the Customer, it may rescind the contract without charge within a reasonable period after being informed of that date.

**6.4** If the event is cancelled or the Customer rescinds the contract because of a material rescheduling, we shall refund participation fees already paid without undue delay. Alternatively, with the Customer's consent, the participation fee may be credited towards another event.

**6.5** Expenses incurred by the Customer or the Participants, in particular travel, accommodation, loss of working time or cancellation costs, shall be reimbursed only in accordance with the liability provisions in Clause 10 and our supplementary Terms and Conditions of Delivery and Performance.

## **7. Participation, house rules and safety**

**7.1** Participants shall comply with the house, operational, safety, accident-prevention, fire-safety and access rules applicable at the venue and follow the instructions of our employees and instructors.

**7.2** Where practical exercises are conducted on machinery, installations or other technical equipment, Participants may operate them only after instruction and within the scope expressly authorised. Prescribed personal protective equipment must be used.

**7.3** We may temporarily or permanently exclude a Participant from the event if the Participant:

- a) materially disrupts the event despite having been warned;
- b) disregards safety instructions;
- c) endangers other Participants, employees or property;
- d) makes unauthorised photographic, audio or video recordings; or
- e) does not meet the participation requirements stated in the event description.

**7.4** If the exclusion is based on conduct for which the Participant or Customer is responsible, there shall be no entitlement to a full or partial refund of the participation fee. The Customer may prove that we incurred no loss or a substantially lower loss. Further statutory rights remain unaffected.

## **8. Event materials and rights of use**

**8.1** All copyright, ownership and other intellectual property rights in presentations, scripts, drawings, images, videos, software components, exercise materials and other event materials provided by us remain with us or the relevant rights holder.

**8.2** The Participant may use the materials provided for personal professional use within the Customer's company. Disclosure to other persons, making them publicly available, modification, translation, commercial exploitation or reproduction is not permitted without our prior consent unless mandatory statutory rights provide otherwise.

**8.3** Audio, photographic, video, screen or other recordings of the event are not permitted without our prior consent. This also applies to the transmission of an in-person or online event to persons who are not registered.

**8.4** Materials and access credentials for online events may be used only by registered Participants. Access credentials may not be passed on.

## 9. Certificates of attendance

**9.1** Where provided for in the event description, Participants shall receive a certificate of attendance after attending the event in full.

**9.2** A certificate of attendance confirms attendance only. It does not certify a particular level of knowledge or examination result and, in particular, does not constitute a certificate of competence or qualification recognised by law or by a public authority unless expressly stated otherwise in the event description.

**9.3** If an examination forms part of the event, its requirements, procedure and assessment are set out in the event description or separate examination rules.

## 10. Liability

**10.1** Our liability is governed by the liability provisions of our validly incorporated Terms and Conditions of Delivery and Performance.

**10.2** The Customer is liable in accordance with the statutory provisions for loss or damage culpably caused by its Participants.

**10.3** Participation in practical exercises shall take place in accordance with our instructors' directions. Participants may perform activities requiring special technical, statutory or operational authorisation only if they possess the relevant authorisation.

**10.4** We do not take custody of items brought by Participants unless custody is expressly agreed. Our liability for loss or damage is governed by Clause 10.1.

## 11. Data protection

**11.1** We process the personal data of the Customer and Participants required for registration, organisation, implementation, invoicing and documentation of the event in accordance with applicable data-protection law.

**11.2** The Customer shall ensure that it is entitled to transmit Participant data and that Participants are appropriately informed about the transmission and processing of their data.

**11.3** Further information about data processing, recipients, retention periods and data-subject rights is provided in our privacy notices.

**11.4** Photographic, audio or video recordings of Participants for advertising, documentation or publication purposes shall be made only on an adequate legal basis, in particular after prior valid consent where such consent is required.

## 12. Final provisions

**12.1** German law applies. The provisions concerning the place of performance and jurisdiction in our Terms and Conditions of Delivery and Performance apply in addition.

**12.2** If any provision of these General Event Terms and Conditions is or becomes invalid, unenforceable or incomplete, the validity of the remaining provisions shall not be affected. The statutory provisions shall take the place of the invalid or missing provision.

**12.3** For new event contracts, these General Event Terms and Conditions replace our previous General Event Terms and Conditions, version 2018-06, from the time they are incorporated. Contracts already concluded remain governed by the version agreed when the contract was concluded unless the parties agree an amendment.