

The general terms and conditions apply to all contracts between Lobraco and the contractual partner, unless otherwise expressly agreed in writing or required by law.

AGB Lobraco Akademie GmbH

Training principles

The training design is based on modern knowledge. Practical relevance and participant-orientation determine the course of our training; content modules are designed and implemented to suit the group, i.e. taking into account the previous knowledge and experience of the participants. The objectives of the training are planned and prepared together with the contractual partners. These principles apply to our training programmes.

Confidentiality

Lobraco undertakes to maintain absolute confidentiality about the facts that become known in connection with the cooperation of customers and participants. The data of the participants will be treated confidentially and will only be used for internal purposes, in accordance with the GDPR rules.

Change of seminar leader

A change of seminar leader/trainer does not entitle the participant to withdraw from the contract or to reduce the fee.

Copyright

The course documentation issued and any working documents are protected by copyright and may not be reproduced or passed on to third parties - not even in part - without the written consent of Lobraco.

Cancellation of training courses

Lobraco undertakes to adhere to the training dates agreed with the participants. Lobraco reserves the right to cancel training courses if the number of participants is too low (less than 6 participants) or if a trainer is unavailable. In any case, Lobraco undertakes to inform you of cancellations as soon as possible. In this case, any course fees paid in advance will be refunded immediately. Further claims are excluded.

Withdrawal (face-to-face and live online seminars, LLION for short)

Cancellation is free of charge up to the 31st day before the start of the respective seminar / attendance or LLION. Any payments made will be refunded immediately. From the 30th day until no-show, we charge 90 % of the seminar fees. If a participant does not attend due to a technical deficiency, this is equivalent to non-attendance and 90% will also be charged. Any payments made will be offset against claims on our part. Depending on the case, we will demand or reimburse the resulting difference by separate invoice. These regulations apply regardless of the date of your registration. The cancellation declaration must be made in writing. The cancellation fee will also be subject to the applicable statutory VAT. For some seminars, in particular those that we organise with cooperation partners, special cancellation regulations apply, to which we refer in individual cases. In order to avoid the cancellation fees, the participant has the option of providing a replacement participant; this rebooking must be made in writing. The cancelling/rebooking party bears the burden of proof for receipt of the cancellation.

Change of date/total cancellation

Contractual partners must notify us of any requests to change dates at least five weeks before the start of training. If this deadline is not met, you undertake to reimburse half (50%) of the fees concerned. If entire seminar series/academies with a minimum duration of 3 months to one calendar year are cancelled, the reimbursement amount is 25% of all seminars for this period.

Cancellation

If the contract is cancelled by the contractual partner without good cause, the usual remuneration or the full remuneration shall be due for payment. The right to terminate the contract for good cause remains unaffected.

Event requirements

Lobraco reserves the right not to admit a participant to an event or to disinvite them from an event that has already begun if they obviously do not fulfil the requirements or if they endanger the event.

Seminar prices

The conditions of the price list valid at the time the event is organised shall apply. For company training courses and comparable events as well as consulting services, the conditions of the dedicated offer or the order confirmation shall apply. Participation in an event for only part of the time does not entitle the participant to a reduction in the seminar price. All prices are subject to the applicable statutory value added tax.

Invoicing

Invoices will be issued after the seminar only and exclusively to the client. Payment is due immediately after the seminar, but no later than 14 days thereafter without deduction. In accordance with the Tax Simplification Act of 2011, invoices are generally sent by e-mail, unless the customer objects to this procedure.

Lobraco Live Online Seminars, or LLION for short, usually take place in several modules. Invoices are always issued after the last module. Even if the participant does not take part in all modules, he/she is not entitled to a refund! The invoice is always issued for all modules. It is only possible to make up the missed module at a later date.

Seminar realisation

The seminar location (also online) is stated in the invitation, registration confirmation or in the schedule (for company events in the offer or order confirmation). The seminar location is subject to change. The seminars usually start at 9am and usually end at 5pm. In the case of LLION seminars, either in several modules on several days, or with comparable attendance days per day with 3 modules (usually starting at 09h, 13h and 15.30h, with accompanying intermediate or group work. Ultimately, the details of the registration confirmation apply. For Lobraco Live Online Seminars / LLION, we provide the participant(s) with the necessary access data by invitation e-mail (link and, if applicable, telco). We will also provide brief instructions on the implementation and technical requirements. The individual modules usually last 90 minutes, the exact start and end times can be found in the invitation email. We reserve the right to convert face-to-face events into a virtual event, i.e. LLION, if the situation requires it, e.g. travel ban due to Covid, or weather conditions etc..

Accommodation / Hotels

The participant or client is responsible for accommodation during an event. If accommodation is booked by Lobraco for events, this is done on behalf of the participant/client. The special conditions negotiated by Lobraco are transferred to the participant or client.

Liability

Lobraco is only liable to the participant / client for intentional and grossly negligent behaviour, regardless of the legal grounds. The personal liability of employees or subcontractors who have acted as vicarious agents is excluded. Lobraco is not liable for indirect damages (e.g. consequential damages, pure financial losses or loss of profit) or for loss of data and / or programmes. Claims for damages against Lobraco lapse after 12 months. No liability can be accepted for items brought in by the participant / client during a training course.

Final provisions

Amendments, supplements or collateral agreements must be made in writing. If provisions of this contract are void, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by one that comes closest to the intended purpose in the legally permissible sense. The contractual partner can only sue Lobraco at its registered office. For actions brought by Lobraco against the contractual partner, the registered office of the contractual partner is decisive, unless the action is directed against registered traders or persons who have no general place of jurisdiction in Germany. In these cases, the registered office of Lobraco is decisive. German law applies to the contract, its execution and the claims arising from it.