

# Terms and Conditions of The CIOPORA Academy:

## Terms and Conditions for the CIOPORA Academy Workshops

These terms and conditions, together with the current CIOPORA Academy rates, Workshop and contact details, set out the whole of our agreement relating to the supply of Workshops and associated materials and services to the Student by the CIOPORA Academy. These Terms and conditions cannot be varied except in writing signed by CIOPORA. In particular, no terms and conditions incorporated within a registration and nothing said by any person on behalf of the CIOPORA Academy should be understood as a variation of these Terms and conditions or as an authorized representation about the nature or quality of any services offered by the CIOPORA Academy. The CIOPORA Academy shall have no liability for any such representation being untrue or misleading. These Terms and conditions are effective from October 19, 2016. These Terms and Conditions may be subject to change without notice.

### 1. Definitions

- 1.1. Student: A person intending to enroll or attending a CIOPORA Academy Workshop;
- 1.2. CIOPORA Academy: The organization and host of the workshops. A reference in these Terms and conditions to "we", "us" or "our" is a reference to The CIOPORA Academy;
- 1.3. Workshop: A course of study within the framework of the CIOPORA Academy program;
- 1.4. Fees: The tuition, catering fees and all other expenses relating to the Workshop, payable by the Student to the CIOPORA Academy;
- 1.5. Payment Process: The process of enrolling and paying for a Workshop via bank transfer or electronic payment online;
- 1.6. Terms and Conditions: The Terms and Conditions for Workshop registration, fee payment and participation for Students (this document).

### 2. Workshop Registration

- 2.1. The CIOPORA Academy may use a third party service provider, such as Eventbrite, for the registrations. In this case, along with these Terms and Conditions, the terms of use of such service providers apply.
- 2.2. The Student is responsible for accuracy and completeness of personal and other information provided by him/her in the process of Workshop registration.
- 2.3. Upon the receipt of the Student's registration for a Workshop, a note of acceptance in form of a written confirmation will be dispatched to the Student by the CIOPORA Academy or by a third party. Said note of acceptance shall be shown at the entry to the Workshop.
3. Contract
  - 3.1. A written confirmation by the CIOPORA Academy of the Workshop registration concludes a legally binding contract between the Student and the CIOPORA Academy on these Terms and conditions. Any term sought to be imposed by the Student in any purchase order or correspondence will not form part of the contract.
  - 3.2. The CIOPORA Academy reserves the right to: (a) make reasonable adjustment to the Workshop timetable, location, venue or tutors; (b) make reasonable amendments to the content and syllabus of the Workshop. Any modification or amendment of the contract must be made in writing and notified to the Student at the soonest possible period of notice.
  - 3.3. The Student and the CIOPORA Academy are parties of the contract. Payment of Fees for the Student's participation in the Workshop by a third party does not constitute a contract between such third party and the CIOPORA Academy.
  - 3.4. The CIOPORA Academy reserves the right to reject any registration to a Workshop under no obligation of providing explanation to its decision.
4. Fees
  - 4.1. The fees will be set out in each Workshop according to its structure. The Student agrees to pay the respective amount with his/her registration.
  - 4.2. At the discretion of the CIOPORA Academy, and when the Student meets the conditions stated on the registration process, Discounts might be applicable. Otherwise, full fees are due.
  - 4.3. Workshop Fees are payable upon invoicing by the CIOPORA Academy or as indicated in the registration process.
  - 4.4. Unless otherwise agreed in writing, the currency of all Fee payments is EURO. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Student or the third party making payment, and shall not be deductible from the Fees due to the CIOPORA Academy.
  - 4.5. The prices considered herein are net. VAT shall be included when applicable.
  - 4.6. All payment details shared with the CIOPORA Academy shall be kept confidential.

### 5. Cancellations and Amendments

- 5.1. All requests by the Student for cancellations, Workshop transfer or substitute must be received in writing. Changes will become effective on the date of the written confirmation by the CIOPORA Academy.
- 5.2. The contract can be cancelled according to the following cancellation policy:

<u>Cancellation policy</u>	<u>Refund applicable</u>
Before 30 calendar days prior to the Workshop	Full refund, bank transfer fees or currency exchange fees associated with the refund transfer will be borne by the Student
Within 14 calendar days prior to the Workshop	A 75% refund.
Within 7 calendar days prior to the Workshop	A 50% refund.
Within 2 calendar days prior to the Workshop	A 25% refund.
Failure to attend	No refund is given

5.3. When the Fees have been paid, and a full refund is due, the bank fees associated with the refund transfer will be borne by the Student.

5.4. In exceptional circumstances and at the discretion of the CIOPORA Academy, the Student may be allowed to transfer his/her registration to a different Workshop, or substitute a different Student onto the same Workshop. In case of substitution by another Student, the same terms and conditions will be applied. Workshop Fees that has been paid can be transferred to the new Workshop, and any outstanding balance must be paid in full before the delegate can be registered on the new Workshop. No refund will be given if the new Workshop Fee is lower than the Fee of the original Workshop.

5.5. If the Student was granted with a discount, the refund will be considered in base of the price that was due to paid.

5.6. In case of the Workshop cancellation by the CIOPORA Academy: (a) the cancellation must occur in writing at any time before the Workshop due to start; (b) Fees paid shall be either refunded or offered for transfer to another Workshop as an alternative.

5.7. The CIOPORA Academy's maximum liability will be limited to a refund of received Fees for the cancelled Workshop. For partial cancellation of a Workshop, such refunds will be given on a proportionate basis. The CIOPORA Academy will not accept liability for any costs or losses incurred by Students or organizations which are claimed to have arisen through Workshop cancellation, other than for those stated here.

### 6. Course attendance

6.1. It is the responsibility of the Student or the third party completing the registration form to ensure joining instructions are received by the Student. The CIOPORA Academy will send all correspondence primarily via e-mail to the e-mail address provided on the registration form.

6.2. Failure to attend the Workshop will result in the full cost being incurred.

### 7. Certification

7.1. Workshops may constitute parts of the CIOPORA Academy Certification Program. An intermediate certificate confirming the Student's participation will be issued upon each Workshop within the Program. Upon the completion of the entire Program or parts thereof, a final certificate will be issued. No certificate(s) will be issued whilst there is an outstanding balance, including interest on overdue balances, due to the CIOPORA Academy.

### 8. Course Provisions

8.1. Accommodation and travel are the responsibility of the Students.

8.2. Lunch and coffee breaks are included into the Workshop program and are covered by the invoiced Fees, unless stated otherwise.

### 9. Extenuating Circumstances

9.1. If the Student is unable to attend the course due to extenuating circumstances, the CIOPORA Academy must be informed in writing at least 1 day before the Workshop commences.

9.2. In case of illness, the Student must provide evidence in the form of a doctor's note.

10. Acceptable behavior.

In the interest of all Students, the CIOPORA Academy reserves the right to enforce the removal of any Student from the Workshop whose behavior or demeanor is, in our view, considered unacceptable.

### 11. Force Majeure

The CIOPORA Academy shall not be liable to refund of Fees or for any other penalty should courses be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

### 12. Liability for damages

12.1. The CIOPORA Academy will only respond for damages resulting from an intentional or grossly negligent breach of duty within the framework of the contractual agreement and which may be defined as typically foreseeable damages.

12.2. The information and the content of the Workshops shall not be considered as legal advice. The CIOPORA Academy does not assume liability for damages resulting from possibly erroneous and/or incomplete contents of presentations and/or Workshop documentation.

### 13. Use of Workshop documentation:

Presentations and all documents provided in a Workshop are proprietary of the CIOPORA Academy and they shall only be used by the Student. Students are not permitted to copy, scan or distribute them without prior express written consent by the CIOPORA Academy.

### 14. Film and photography rights

Students allow the CIOPORA Academy to create, record, copy, distribute, and/or use all audio-visual media images, audios and/or videos recorded in the Workshop on which they appear, without commercial or other recompense.

### 15. Final provisions:

15.1. The present Terms and Conditions shall be governed exclusively by the German Law.

15.2. In case of disputes derived from these Terms and Conditions the court of jurisdiction shall be Hamburg, Germany.

October 19, 2016

Hamburg, Germany