

**General Standard Terms and Conditions for participation in training courses and further training, development and education opportunities provided by Malteser Arbeitsgruppe NFP and the Malteser health promotion and disease prevention initiatives.**

**Registration**

The registration modalities can be found in the respective announcement. Registration is done in written form (letter, fax, email) using the registration form. The registration is binding and can only be cancelled under the conditions listed below under ‘Cancellation/Withdrawal’. The right of withdrawal for consumers remains unaffected. The registration does not establish a claim to participation. With the confirmation of receipt, the receipt of the registration is confirmed. A claim to participate in the course only arises with the timely payment of the course fee. Approximately 6 weeks before the start of the course, the invoice will be sent. It is payable within 14 days.

**Notice on withdrawal**

*Notice on withdrawal in the case of a consumer*

Under section 13 of the German Civil Code (BGB), a consumer is “any natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession”. Consumers who register via a means of long-distance communication (e.g. by standard mail) have a right of withdrawal as set out below.

*Right of withdrawal*

You have the right to withdraw from the contract in question within fourteen days without any obligation to state your reasons (cooling-off period). The cooling-off period is fourteen days from the date the contract was signed. To exercise your right of withdrawal, you must inform us, Malteser Werke gGmbH, Erna-Scheffler-Str. 2, 51103 Köln (Tel. +49 221 98224927, Fax: +49 221 98224933, e-mail: nfp@malteser.de or gup@malteser.de), by sending us a letter, fax or e-mail, stating clearly and unequivocally your intention to withdraw from this contract. You are free to use the enclosed withdrawal form template, but this is not a requirement. In order to comply with the cooling-off period, it is sufficient to ensure that notification of your intention to exercise your right of withdrawal is sent before the period expires.

*Consequences of withdrawal*

If you withdraw from the contract in question, we are obliged to reimburse you all payments we have received from you, including the delivery costs (except for additional costs due to your opting for a type of delivery other than the cheapest standard delivery offered by us). We must do this immediately and not later than fourteen days from the date on which we received notification of your withdrawal from this contract. In making this reimbursement, we will use the same means of payment as you did for the original transaction, unless there is an express agreement between us to the contrary. Under no circumstances will any administrative charges be deducted from this repayment. If you requested that provision of the service commence during the cooling-off period, you must pay us a reasonable amount, corresponding to that part of the services already provided up until the time you informed us of your intention to exercise your right of withdrawal in respect of this contract in proportion to the total scope of the services provided for in the contract.

## Withdrawal form template

If you intend to withdraw from the contract, you can use this withdrawal form:

To Malteser Werke gGmbH, Erna-Scheffler-Str. 2, 51103 Köln  
Fax: 0221 98 22 4933

I/we \_\_\_\_\_ hereby withdraw from  
the contract I/we entered into concerning the provision of the following service

\_\_\_\_\_

Authorised on \_\_\_\_\_  
Name of consumer(s) \_\_\_\_\_

Address of consumer(s)

Signature of consumer(s) (only in the case of non-electronic notification)

Date

## End of the notice on withdrawal

### Deregistration/cancellation

Cancellation must always be made in writing.

#### *Cancellation periods:*

Up to 41 calendar days before start of course/development opportunity, free of charge

40 to 31 calendar days before start of course/development opportunity, 40% of the contribution for the course/development opportunity

30 to 15 calendar days before start of course/development opportunity, 60% of the contribution for the course/development opportunity

14 to 3 calendar days before start of course/development opportunity, 80% of the contribution for the course/development opportunity

2 to 0 calendar days before start of course/development opportunity, 100% of the contribution for the course/development opportunity

A substitute participant may of course be nominated at any time. Where a contract is signed with the latter, the cancellation charge will no longer apply.

If the participant can show that the loss sustained by Malteser Werke is substantially smaller than that implied by the cancellation charge, then, instead of the cancellation charge, an amount should be paid that compensates the loss in question. If the participant can show that Malteser Werke has sustained no loss at all, the cancellation charge will be waived.

#### *Cancellation of events*

Malteser Werke reserves the right to cancel the relevant training courses and development opportunities if there are compelling reasons for it to do so. The participants will be informed of such cancellation without undue delay. Compelling reasons include an insufficient number of registered participants or other unforeseeable circumstances. If the event does not take place for reasons that are due to Malteser Werke, any

course/development opportunity fees that have already been paid will be reimbursed in full. Otherwise, the liability of Malteser Werke is governed by the following special terms and conditions.

### **Liability**

In the event that Malteser Werke, a legal representative or an agent of Malteser Werke is found to be negligent, the liability of Malteser Werke for a material breach of contract is limited to those damages that might typically be foreseen. Otherwise, Malteser Werke cannot be held liable in a case of negligence. Notwithstanding the above, Malteser Werke is liable for damages arising from loss of life, injury or loss of health that are due to an intentional or negligent breach of duty on the part of Malteser Werke or an intentional or negligent breach of duty on the part of an agent of Malteser Werke.

### **Certificate/evidence of participation**

On completion of the further training, development or education that is provided, the participant will receive a certificate/evidence of participation listing the main contents of the course/session.

### **Right to make changes**

Details are subject to alteration during the course of the programme, as is the attendance of the advertised speakers. Such alterations will only be undertaken for compelling reasons, and the overall character and quality standard of the event will be retained. Changes of this nature cannot constitute grounds for withdrawing from the binding registration.

### **Declaration in respect of data protection**

During the course of registration for a training course/development opportunity, personal data of the participants will be collected and stored. The personal data will be stored for the duration of the customer relationship. Otherwise, the data will be deleted in accordance with the statutory provisions.

### **Organiser**

Malteser Werke gGmbH with the relevant specialist department  
Arbeitsgruppe NFP.