

General terms and conditions of business of WHU for open enrollment programs

1. Scope of validity of the general terms and conditions of business, written requirement

1. These general terms and conditions of business apply to the open enrollment programs of WHU – Otto Beisheim School of Management. The programs may take place in-class (“in-class”), online (“online”) or as a combination of online and in-class program (“blended”). The respective format will be published on the program website.
2. Any amendments or ancillary agreements must be in writing to take effect. This also applies to the revocation of this requirement for the written form.
3. We will not acknowledge any contrary or varying terms and conditions on the part of the participant, even if such are not expressly objected to. Our general terms and conditions of business shall also apply if WHU unreservedly performs the contractual services in awareness of the participant’s contradictory or varying terms and conditions.
4. All expressions in the masculine form in this document refer equally to persons of both genders.

2. Enrollment, alteration of the program, lecturers

1. Participants may enroll by distance communication (email, WHU’s online portal). WHU’s acceptance of enrollment must be in text form.
2. If it is not possible to perform an open enrollment program in the agreed form or at the scheduled time, e.g. because a delegated speaker is unexpectedly unavailable to deliver the program or part of the program, WHU will notify the participants thereof without undue delay and – if possible in the available time – will search for a reasonable alternative solution, e.g. a rescheduled date/time or a different lecturer. In cases of force majeure, WHU will be relieved of its obligation to render performance.
3. If circumstances unexpectedly occur that render the performance of the service due from WHU fully or partly difficult or impossible, WHU will notify the participants thereof without undue delay and review ways in which the program or program content can be altered. If such an alteration is reasonable for the participant, the alteration will be made accordingly.
4. The open enrollment programs are delivered by speakers who are appropriately qualified and suited to the contractual purpose and are also employees/lecturers of WHU or are commissioned by WHU. The speakers will be selected at the reasonable discretion of WHU.

3. Minimum number of participants, non-appearance of the participant

1. WHU is entitled to cancel the open enrollment program if the specified minimum number of participants specified on conclusion of the contract is not reached. The participant will be notified about any cancellation without undue delay. WHU will refund to the participant any fees paid in advance.
2. The agreed participant fees shall also be due from the participant if the participant fails to participate in the booked program or part of program.

4. Termination of the participant agreement by mutual consent, termination without notice

1. WHU grants the participant the option to terminate the participant agreement by mutual agreement prior to the start of the program subject to the following conditions:
 - if the request to terminate the agreement is made up to twelve weeks prior to the start of the open enrollment program and the contract partner pays €150 to WHU within a further 14 days; different conditions apply to the Capability Program, see §4.2.
 - if the request to terminate the agreement is made up to six weeks prior to the start of the open enrollment program and the contract partner pays 50% of the program fee to WHU within a further 14 days; different conditions apply to the Capability Program, see §4.2.

- if the request to terminate the agreement is made up to two weeks prior to the start of the open enrollment program and 90% of the program fee is paid; different conditions apply to the Capability Program, see §4.2.

The termination request must be made in text form.

If the contract partner has already made payments to WHU in respect of the participation fee, a statement will be produced and any excess fees returned to the participant.

2. WHU grants the participant the option to terminate the participant agreement by mutual agreement prior to the start of the Capability Program subject to the following conditions:
 - if the request to terminate the agreement is made up to six months prior to the start of the Capability Program and the contract partner pays €150 to WHU within a further 14 days

The termination request must be made in text form.

3. Instead of the termination by mutual agreement under part 1, the participant may nominate a substitute participant to WHU. If this person satisfies the participant requirements and is prepared to enter into the participant agreement, a corresponding switch of participants takes place. Any participant fees paid will not be refunded to the original contractual partner, but instead set off against the substitute participant's fee payment obligation.
4. This is without prejudice to the right to terminate this contract without notice.

5. Participant fees and payment terms

1. The participant fees do not include the participant's costs of accommodation and travel for in-class programs. The participant fee is due on conclusion of the contract and payable within 14 days of invoicing. If the program starts before the end of the foregoing 14 days, the participant fee is payable by no later than the day on which the program commences. The point at which WHU's account is credited is the material time for compliance with this deadline.
2. If the participant fails to make the due payment in full or in part, WHU is entitled to withdraw from the contract and/or withhold its performance, and in particular to exclude participation from open enrollment programs, subject to application of the statutory prerequisites.

6. Copyright

1. WHU will provide the participant with accompanying documentation for the program (in hard-copy and/or electronic form), referred to below as "documentation", by handing such to the participants (printed edition) and/or sending such electronically to the participant and/or providing such for download.
2. The participant will be granted a simple usage right to the documentation which entitles the participant to use the documentation for the purpose for their own enrollment program. If the participant is enrolling in the course of a business, it is not entitled to permit other employees or third parties to use the documentation (in full or in part), to reproduce it for them (in full or in part) and/or to make its content accessible to third parties (in full or in part) and/or to make the documentation publicly accessible (in full or in part). The copyright laws of the Federal Republic of Germany apply in all other respects.
3. The participant is not entitled to edit the documentation or to remove the existing copyright notices or references to WHU as the holder of the exclusive usage rights.
4. If a third party asserts rights against the participant regarding the infringement of intellectual property due to the use of program documentation and if use of such is prejudiced or prohibited as a result, WHU will be liable as follows:

WHU will, at its discretion and at its own expense, either amend or replace the existing documentation such that it does not infringe the intellectual property right, but in essence corresponds to the agreed program content for the participant as far as is reasonable. Any additional claims by the participant due to a breach of third-party intellectual property rights will not be acknowledged. This exclusion does not apply

- in the scope of a warranty assumed by WHU as well as in the scope of the application of the German Product Liability Act (*Produkthaftungsgesetz*),
- in the event of a breach of the duty to render the agreed services
- in the event of willful conduct or gross negligence,
- in the event of death, personal injury or damage to health.

7. Other liability

1. Liability for breaches of intellectual property rights is conclusively governed by clause 6.
2. In all other respects WHU will be liable for material damage and economic loss caused by WHU up to 100% of the total fee of the contract per loss event.
3. The limitations of liability pursuant to part 7.1 and 7.2 do not apply
 - in the scope of a warranty assumed by WHU as well as in the scope of the application of the German Product Liability Act (*Produkthaftungsgesetz*),
 - in the event of a breach of the duty to render the agreed services
 - in the event of willful conduct or gross negligence,
 - in the event of death, personal injury or damage to health.

8. Miscellaneous provisions

1. This contract will be governed by German law.
2. If the participant enters into the contract in the course of a business, the legal venue for any disputes arising under this contract is Koblenz.
3. If any provision should be or become void, this will have no bearing on the validity of the remaining provisions.