

# Conditions for the Participation for „Training and Examination of Welders as well as other Courses and Examinations” by GSI mbH or its branches

## 01. Preconditions for Participants

Participant of the courses/examinations can be whoever fulfils the foreseen preconditions for the respective course or examination.

## 02. Registration

Registration for courses/examinations have to be made in writing. Requests for specific dates will be considered, if possible.

Registrations will be accepted only by confirmation of GSI mbH or its branches.

The deadline for registrations expires 2 weeks before the respective start of a course. Later registrations will be considered if there are any vacancies.

## 03. Fees and Payment

3.1 The amount of course and examination fees is stipulated by the fees directory of GSI mbH or its branches in force at the start of the course.

3.2 The course and examination fees are to be paid before start of the course. For participants who are trained at the expense of their employers, the employment office or other third parties, the benefactor will receive the invoice. Notwithstanding the taking over of the fees by third parties, the participant as contracting party will remain debtor of the agreed fees.

Cash payments are deemed to be received if a receipt with signature and stamp of GSI mbH or its branches is issued.

3.3 Participants who have applied for support according to the Social Security Code III and who are not receiving such support can withdraw from the course until its start. In such case no costs will be invoiced.

Participants of a vocational training are entitled to terminate with 6 weeks' notice period starting with effect from the end of the first 3 months and thereafter at the end of a following 3 months period. In the event that a course is offered in terms which are shorter than 3 months, termination with effect of each such term is possible. Withdrawals and terminations are to be made in writing.

For DVS-courses, SLV special courses, special events and examinations, an administration fee of €30,00 will apply in the event of a withdrawal prior to one week before start of the course/examination. In the event of withdrawal within one week from the start of the course / examination, 50 % of the fees, however, minimum € 100,00, maximum € 200,00 will be invoiced. In the event of non-participation, the full course / examination fee will apply. The participant has the chance to prove that the damage suffered by GSI mbH or its branches is less.

The participant is also entitled to nominate a substitute participant without extra fees as long as the participant fulfils the necessary preconditions.

Disruption or abandonment of the participation of an ongoing course do not release from payment of the entire course fees. For special training courses the full daily fee will apply for each commenced course day, for examinations, the full examination fee will apply. If the participant has registered for several consecutive courses, in case of hindrances to participate for which the participant is not responsible (e. g. illness or accident – evidence necessary) the fees for commenced courses or course parts are to be paid in full and in any event the fees for 80 course units / 75 hours are to be paid. The participant is entitled to prove a smaller damage.

## 04. Shop Rules

The participant is obliged to take note and respect the shop rules of DVS (guideline DVS 1103) or the shop rules of GSI mbH or its branches respectively.

The participant also has to follow the instructions of the trainers and the examination committee.

The participant has to bring along his personal adequate protective gear.

In case of culpable, repeated or serious breach of these obligations the participant can be expelled from the participation at a course or an examination without being released from payment of the fees.

## 05. Cancellation of Lessons

Is GSI mbH or its branches hindered to hold lessons for reasons which are beyond GSI mbH's or its branches' control there is no claim for making good of such lessons.

## 06. Cancellation of Courses

GSI mbH or its branches reserve the right for unforeseeable changes (e. g. non-availability of trainers). GSI mbH or its branches will inform the participant about such necessary changes without undue delay. In the extraordinary event that a course or programme has to be cancelled (e. g. due to insufficient number of participants) the fees paid will be reimbursed without undue delay. Further claims are excluded.

## 07. Insurance/Liability

The participant is insured against accidents during his training according to the statutory provisions. GSI mbH can be held liable only for those damages which are caused by wilful misconduct or gross negligence of its legal representatives or agents.

The participant is liable for culpably damaging GSI mbH's property provided to him. Third parties registering the participant can be held liable secondarily.

## 08. Handing out of Certificates and Testimonies

Course certificates, examination certificates and testimonies remain property of GSI mbH until full payment and will be handed out to the participant or the benefactor only after full payment.

## 09. Copyright

The written course documentation provided by GSI mbH or its branches to the participants are copyright protected according to paragraph 2 German Copyright Act. With handing out of the documentation to the participants they are granted a licence for personal use only.

## 10. Place of Performance and Jurisdiction

This contract is subject to German law. Place of performance for obligations of both parties is the place where GSI mbH or its branches provides its services. For all contracting parties, except consumers, Duisburg shall be the place of jurisdiction.

## 11. Declaration of Acceptance related to personal Data

The following declaration of acceptance is made voluntarily: "I herewith consent that my above personal data (including my e-mail-address, telephone no. and fax no.) are recorded, processed, transferred and used for the purpose of customer services and surveys as well as for information about further educational and training programmes of GSI mbH and its independent branches. In particular I agree that GSI mbH and its independent branches can send me information material about other educational and training programmes by telephone, fax or e-mail/sms.

This consent can be withdrawn at any time vis-à-vis GSI – Gesellschaft für Schweißtechnik International mbH, Bismarkstraße 85, 47057 Duisburg, Germany, fax +49 / 203 / 360 9002,

e-mail: [secretariat@gsi-slv.de](mailto:secretariat@gsi-slv.de)

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Date

Signature Participant