

General terms and conditions

1. Purpose of contract

These general terms and conditions for services by the IRE|BS Real Estate Academy, hereinafter IRE|BS, govern the provision of training services within the programme selected by the participant and other related services.

The contractual services and participant requirements are given in these terms and conditions and in the relevant official catalogue (in hard copy or download online at www.irebs-immobilienakademie.de).

The parties are IRE|BS and the participant admitted to the course.

2. Application for Admission

2.1. Any offer made by IRE|BS for the programme selected by the participant is subject to confirmation.

2.2. The application to the programme selected by the participant must be made to IRE|BS by the applicant by letter or electronically, attaching all the documents specified on the application form.

3. Admission

3.1. IRE|BS decides whether to admit the applicant to the programme selected by the participant. There is no legal right to admission.

The contract takes effect on registration by IRE|BS.

3.2. The examination procedures for the programme selected by the participant are detailed in the examination regulations. The regulations applicable at the start of the course are valid throughout the study period.

3.3. The participant will comply with all visa regulations applicable and will obtain and renew any resident permit required. IRE|BS is not liable for any loss which might occur from not meeting visa or residence permit requirements.

4. Delayed payment

If a payment period given on an invoice to the participant is not met, IRE|BS is entitled to exclude the participant from the classes and examinations in the programme selected, provided that he or she is given a reasonable period of grace for payment after the end of that payment period and is informed that failure to pay by the end of the period of grace will result in exclusion from the classes and examinations.

5. Termination, withdrawal, cancellation

5.1. The participant is not entitled to terminate the contract after admission to the course. The right of extraordinary termination of the contract remains unaffected.

5.2. IRE|BS is entitled to cancel the contract up to four weeks before the start of the programme selected by the participant if it does not run the further education programme due to insufficient participant numbers. Participant numbers of less than 20 are deemed insufficient.

IRE|BS is, however, free in individual cases to run the course even with a smaller number of enrolled participants. If the participant has already paid tuition fees to IRE|BS before cancellation, they will be reimbursed in full. Further claims by the participant are excluded.

5.3. The participant may only withdraw prior to the date of the first class. If the participant withdraws, IRE|BS will charge 75% of the tuition fees as compensation. This compensation includes loss of profit by IRE|BS. The balance of the tuition fees already paid will be reimbursed. Further claims by the participant are excluded.

The participant is free to find a qualified replacement participant willing to take up the place left vacant by the participant's withdrawal. If the replacement meets the admission requirements and is admitted, the participant who withdrew only has to pay a flat rate of 250.00 Euro to IRE|BS for the additional administration cost instead of the compensation.

5.4. In the event of wilful deception and fraud in relation to the admission or examination procedure, IRE|BS is entitled to exclude the participant from the selected programme. Tuition fees already paid will not be reimbursed in this case.

6. Changes to course content

The right to make slight changes to the content and term of the course is reserved. They do not entitle the participant to terminate the contract. Should speakers have to cancel their attendance, IRE|BS will make an effort to postpone the lecture or obtain a suitable replacement speaker. If the main course content is cancelled, the tuition fee will be reduced pro rata. Further liability on the part of IRE|BS is excluded.

7. Copyright

Seminar documentation and teaching programmes must not be copied, processed, altered, disseminated or otherwise put in the public domain without written consent by IRE|BS.

8. Liability

8.1. IRE|BS is liable in full for damage caused by wilful intent. IRE|BS is only liable for damage caused by gross negligence up to the level of the foreseeable damage intended to be prevented by the duty of care. IRE|BS is only liable for simple negligence in the event of breach of an obligation so essential to the contract that achievement of its purpose is put at risk. In this case IRE|BS is liable to the participants only for compensation for the typical or foreseeable damage. Should IRE|BS be required to reimburse considerable expenses, the foregoing applies where relevant.

8.2. IRE|BS is not liable for loss, damage or destruction of the participant's property in connection with running the course, unless caused by intentional or grossly negligent conduct on its part.

8.3. IRE|BS is not liable for damage caused by force majeure, insurrection, war and natural events or other circumstances beyond its control (e.g. strike, lockout, transport disruption, orders by national and foreign government authorities) or technical faults not culpably caused, such as in the computer system. Force majeure also means computer viruses or deliberate attacks on computer systems by hackers, provided that appropriate security precautions have been taken.

9. Data protection

9.1. The participant is hereby informed under the EU GDPR that IRE|BS stores his or her full address and other specific contract details in machine readable form and processes them electronically for work associated with the contract. IRE|BS guarantees confidential treatment of the data.

9.2. IRE|BS undertakes to treat the personal data given by the participant as confidential, particularly name, address, age and billing information, and not to make it available to third parties. It will ensure by suitable measures (§ 55 EU GDPR) and by placing an obligation on its staff that this duty of secrecy is maintained during the period of use of the services of IRE|BS and after their end.

9.3. IRE|BS is entitled to use the personal data for the purposes of consultancy, advertising and market research. Disclosure of the participants' personal data to third parties, particularly for the purposes named above, is not permitted unless the participant gives explicit agreement.

10. Law and jurisdiction

10.1. This Agreement is governed by the laws of the Federal Republic of Germany.

10.2. The jurisdiction for all disputes arising out of the contract is Rüdeshheim am Rhein.

11. Written form

Amendments and additions to the contract terms and conditions require the written form to be effective.