

Cello-Klavier-Atelier  
Ringe&Saito  
Bergheimer Strasse 19  
69115 Heidelberg / Germany



**Phone / Fax : + 49 - 700 - 000 74643**

## Application Form

By completing and sending the application form I bindingly register for the course !

The final participation confirmation will be sent only after the entrance of a deposit payment of 50% of the course fee.

Please read all further information in our acknowledgement of receipt.

Please check / complete the boxes.

\* required

<b>Workshop*</b>	
<b>Instrument</b>	<input type="checkbox"/> Cello <input type="checkbox"/> Piano
<b>Participant First/Last Name*</b>	
<b>Companion Name</b>	
<b>Street, Number*</b>	
<b>Postcode, City*</b>	
<b>Country*</b>	
<b>Phone*</b>	
<b>Mobile Phone</b>	
<b>E-MAIL*</b>	
<b>Occupation</b>	
<b>Birthday</b>	

<b>Emergency Contact</b>	
<b>Arrival*</b>	<input type="checkbox"/> Train <input type="checkbox"/> Car <input type="checkbox"/> Aeroplane <input type="checkbox"/> Still Open
<b>Lift</b>	<input type="checkbox"/> Offering _____ Seat(s) <input type="checkbox"/> Requesting _____ Seat(s)
<b>Single Room</b>	I wish the accommodation in a single room. <input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Remarks to the Accommodation</b>	
<b>Works</b>	I would like to play the following works:
<b>Remarks / Messages</b>	
<b>I came across the CPW like this:</b>	e.g. Twitter, Facebook, XING, flyer, Google etc.
<b>Data Privacy</b>	Please check what should not appear in the internal participant list.  <input type="checkbox"/> No Name <input type="checkbox"/> No Address <input type="checkbox"/> No Phone Number <input type="checkbox"/> No E-Mail-Address
<b>Acceptance of the Terms and Conditions*</b>	I have understood and accepted the Terms and Conditions ( page 3-5 ) !  <input type="checkbox"/> Yes
<b>Confirmation of Participation*</b>	The final participation confirmation will be sent only after the entrance of a deposit payment of 50% of the course fee. Please read all further information in our acknowledgement of receipt.  <input type="checkbox"/> I agree

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Date

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Applicant's Signature

## **Terms and Conditions**

### **1. Conclusion of Contract / Commitment of the Customer**

1.1 With the application the customer offers the conclusion of contract obligingly to the organizer. Basis to the offer are the advertising and the complementary information of the organizer for the respective course, as far as these are available to the customer.

1.2 The application can be made by online registration, in writing or by fax. With the online registration the organizer confirms the entrance of the registration on the electronic way. This acknowledgement of receipt still shows no participation confirmation. This occurs only after entrance of the deposit.

1.3 The customer is responsible for all contractual obligations of fellow travellers, for whom he makes the declaration, as well as for himself, provided that he has taken over this obligation by explicit and separate explanation.

1.4 The contract is concluded with the receipt of the participation confirmation of the organizer. It requires no particular form. For this he is not obliged if the application is made by the customer less than seven working days before the course.

### **2. Payment**

2.1 After the registration a deposit payment of 50% of the course fee becomes due. The final payment becomes due 30 days before the beginning of the course, provided that the course cannot be canceled any more from figure 7 called reasons.

2.2 If the customer does not transfer the deposit and/or the final payment according to the agreed payment maturity, the organizer is entitled to withdraw after reminder with deadline from the contract and to debit the customer with resignation costs according to figure 4.3.

### **3. Services and Service Changes**

3.1 The course booked by the customer encloses the services like they are explosed in the course description and in the price lists. The journey and return journey as well as any insurance premiums are not included in the course fee.

3.2 The course begins and ends at the specified dates given in the course description.

3.3 Changes of the essential services of the agreed contents of the course contract which become necessary after completion of the contract and were not intentionally caused by the organizer are only permitted, as far as the changes are not considerable and do not impair the whole course. It is basically allowed to the organizer to change when required the course hotel and the instructor. If a course which is directed according to the advertising by two or several instructors does not reach the sufficient number of registrations, the organizer may reduce the number of instructors.

3.4 Possible warranty claims remain untouched, as far as the changed services are afflicted with defects.

3.5 The organizer is obliged to inform the customer immediately of significant service changes after the knowledge of the change reason.

3.6 In the case of a considerable change of an essential course service the customer is entitled to withdraw free of charge from the contract or to demand the participation in an at least equivalent course if the organizer is able to offer such a course without extra charge for the customer. The customer has to assert these rights immediately after the information of the organizer about the change of the course services or the refusal of the course.

### **4. Cancellation by the Customer before the Course Start / Cancellation Fees**

4.1 The customer can withdraw any time before the course beginning. The cancellation is to be explained towards the organizer under the given address (company headquarters). If the course was booked through a travel agency, the cancellation can also be done there. It is recommended for the customer to cancel in writing.

4.2 If the customer withdraws before the course beginning, the organizer loses the claim to the course fee. Instead, the organizer is able to demand, as far as the cancellation is not caused by himself or a case of higher power, an adequate compensation dependent of the respective course fee.

4.3 The organizer has graded this claim for compensation chronologically, i.e. taking into account the nearness of the time of the cancellation at the contractually agreed course beginning in a proportional relation to the course fee and taking with the calculation of the compensation into consideration the normally saved expenditures and normally possible other uses of the services. The compensation is calculated according to the time of receipt of the customers cancellation as follows:

up to 91st day before the course beginning on 5% of the participants price,

from the 90th day before the course beginning on 30%,

from the 45th day before the course beginning on 50%,

from the 20th day before the course beginning on 75%,

from the 5th day before the course beginning (date of arrival) on 100%,

4.4 The customer in any case is free to prove to the organizer that to him absolutely no or much lesser damage incurred than the lump sum demanded by him.

4.5 The organizer reserves himself to demand a higher, specific compensation instead of the above lump sum, as far as he proves

that substantially higher expenditures than the in each case applicable lump sum have originated to him. In this case the organizer is obliged to number and book the demanded compensation specifically taking into account the saved expenditures and any, other use of the services.

4.6 The legal right of the customer, according to §651 b BGB to provide a substitute participant, remains by the preceding conditions untouched. If through an registered participant a substitute takes his place, the organizer is entitled to demand a lump sum amount of € 15.- for the originating additional expenditure. If the organizer finds a substitute person - this is only possible at the time of the cancellation, not later - this lump sum increases to € 30.-. A substitute put by the organizer is a participant who is taken up by the waiting list of a booked-up course. The placing of a substitute participant by the organizer is possible only from the 90th day up to 7th day before the course beginning, in so far as a suitable prospective customer exists.

## 5. Change of Reservation

A claim of the customer after completion of the contract on changes concerning the course date, the course location as well as the accommodation does not exist. If the organizer carries out a change of reservation on another course by request of an announced participant, he is entitled to demand a lump sum amount of € 10.- for the originating additional expenditure. Short-term change of reservation wishes can basically not be accepted; changes of reservation for the subsequent year are not possible.

## 6. Unused Services

If the customer doesn't make use of single services, which were offered to him properly, for reasons which are imputed to him (e.g., because of early return journey or for other compelling reasons) he has no claim to proportionate refund of the course fee. The organizer will care about the refund of the saved expenditures by the service bearers. This obligation is cancelled if it concerns absolutely unimportant services or if legal or official regulations stand in the way of a refund.

## 7. Resignation caused by too few Participants

7.1 If the minimum number of participants listed in the course description is not reached, the organizer is entitled to cancel the event until two weeks before the course beginning.

7.2 In case of a resignation of the organizer the customer gets back already performed payments immediately.

7.3 Costs already incurred, for example, for trip cancellation insurances and travel expenses (train-, plane tickets, etc.) cannot be refunded in the event of cancellation by the organizer.

## 8. Termination for behavioural-conditioned Reasons

The organizer can discontinue the contract without observance of a term if the customer interferes despite a warning of the organizer strongly or if he behaves to such an extent contrary to the terms of the agreement that the immediate abolition of the contract is justified. If the organizer gives notice, he keeps the claim to the course fee; nevertheless, he must allow to credit the value of the saved expenditures as well as those advantages which he attains from another use of the unused services, including the amounts brought to him by the service bearers.

## 9. Customer Responsibilities

### 9.1 Defects

If the course is not carried out contractually, the customer may demand redress. However, the customer is obliged to report an occurred course defect to the organizer immediately. If he omits from this culpably, a decrease of the course fee does not take place. This only doesn't apply if the announcement is recognizably hopeless or for other reasons unacceptable. The customer is obliged to indicate the defect announcement immediately at the course location. Any course defects are to be reported to the head office. About the accessibility of the organizer the customer becomes informed in the course advertising, however, not later than with the registration confirmation.

### 9.2 Deadline before Notice

If a customer wants to cancel the contract because of defects and unacceptability, that are recognizable by the organizer, he has to set a reasonable deadline to the organizer for corrective. This doesn't apply only if corrective is impossible or is refused by the organizer or if the immediate notice of the contract is justified by a special to the organizer recognizable interest of the customer.

### 9.3 Participation Confirmation

The customer has to inform the organizer if he does not receive the necessary participation confirmation within the term given by the organizer.

## 10. Restriction of the Liability

10.1 The contractual liability of the organizer for damages which are not body damages is limited to the triple course fee, a) as far as a damage of the customer neither deliberately nor grossly negligent or

b) as far as the organizer is responsible for a damage originating to the customer only because of a fault of a service bearer.

10.2 The liability of the organizer for the damages to property which are not based on intention or coarse carelessness is limited to the triple course fee. This maximum liability applies per customer and course.

10.3 The organizer is not responsible for service disturbances, personal damages and damages to property in connection with services which are merely provided as foreign achievements (e.g., excursions, concert visits, exhibits, transport to and from the advertised point of departure and destination), if these services are marked in the course advertising and the registration confirmation under indication of the provided contractual partner as foreign services so unambiguously, expressly and for the customer recognizably that they are not a component of the course services of the organizer .

Nevertheless, the organizer is responsible

a) for services of the course advertising,

b) for damage of the customer, the violation of information, clarification or organisation duties of the organizer.

## **11. Exclusion of Claims**

The customer has to assert claims because of not contractual supply of the course within one month after the by contract intended time of the ending of the course.

The assertion can occur within the deadline towards the organizer only under the following / protruding given address.

At the end of the deadline the customer can assert claims only if he has been prevented in observing the term without fault.

## **12. Limitation**

12.1 Claims of the customer from the injury of life, body or health which are based on an intentional or careless duty violation of the organizer or a legal representative or fulfilment assistant of the organizer come under the statute of limitations in two years. This also applies for claims to the substitute of other damages which are based on an intentional or roughly careless duty violation of the organizer or a legal representative or fulfilment assistant of the organizer.

12.2 All other claims are limited to one year.

12.3 The limitation under figure 13.1 and 13.2 begins with the day which follows the day of the contractual course end.

12.4 Do negotiations exist between the customer and the organizer about the claim or the circumstances founding the claim, the limitation is restrained, until the customer or the organizer refuses the continuation of the negotiations.

The limitation period expires no sooner than three months after the suspension ends.

## **13. Legal Choice**

On the contractual relationship between the customer and the organizer exclusively German law applies. This also counts to the whole legal relationship. As far as with complaints of the customer against the organizer in foreign countries for the liability of the organizer no German law is applied, German law will, with regard to the legal results , in particular concerning kind, circumference and height of claims of the customer exclusively be used.

## **14. Legal Venue**

14.1 The customer can sue the organizer only at his head office.

14.2 For complaints of the organizer against the customer the residence of the customer is authoritative. For complaints against customers or contracting partners who are businessmen, juridical persons of the public or private right or persons who have their residence or usual place of residence abroad, or their residence or usual stay is not known at the time of the complaint elevation, is agreed as a legal venue the seat of the organizer.

14.3 The preceding regulations do not count,

a) if from the by contract not mandatory regulations of international agreements which are to be applied to the contract between the customer and the organizer something else results in favour of the customer or

b) if on the contract applicable, not mandatory regulations in the member state of the EU to which the customer belongs are more favourable for the customer than the suitable German regulations.

Updated : 30. July 2010