

General Terms and Conditions of DB Training, a Deutsche Bahn AG organisation, (hereinafter referred to as "DB Training") for the provision of training events and customised services (last updated: 1 May 2024)

1 Subject matter

Unless otherwise expressly agreed in writing, the following General Terms and Conditions shall apply to services provided by DB Training in the aforementioned areas, to the exclusion of any differing conditions specified by the customer.

The customer's general terms and conditions shall not apply. This shall be the case even if DB Training does not expressly object to individual elements of the customer's general terms and conditions.

2 Performance of services by DB Training; concluding a contract

2.1 The subject matter of any contract concluded shall be the descriptions of the products and services contained in DB Training's current portfolio or, in the case of individually agreed seminars or events, the written offer submitted by DB Training.

2.2 In the case of training events, the contract shall be concluded when DB Training confirms the booking; in the case of customised services, the contract shall be concluded when it is signed by both contracting parties.

2.3 Where the contracting party is an end customer, he/she may cancel his/her registration in writing or electronically within 14 days of the contract being concluded. If the customer cancelling has already received training documents, he/she shall return them to DB Training at his/her own expense.

2.4 The ordering party can register a substitute participant as late as on the day the event begins. In this case, DB Training shall reserve the right to charge an administration fee amounting to 10% of the price of participation.

2.5 The employees tasked by DB Training with providing the service shall be authorised to issue instructions to the customer and enforce DB Training's rules and regulations.

3 Changes to when or where the services are to be performed

DB Training shall be entitled to change the venue and/or the date or time of the services to be performed, and to cancel at short notice if necessary. If DB Training cancels services, it shall offer alternative dates. If no suitable date can be found, DB Training shall refund any payment already made. The customer shall be entitled to claim compensation only in accordance with the rules contained in Sections 9 and 10.

4 Cancellation and termination

4.1 The customer shall be entitled to cancel the contract free of charge no later than four weeks before the service is to begin, by way of written notification.

4.2 If the customer cancels up to two weeks before the service is to begin, the administration fee shall be 50% of the contractually agreed price. Should the service be cancelled any later, the full contractually agreed price shall be charged. This shall be determined by the date on which DB Training receives the written notification of cancellation. If the customer fails to attend the event without having provided written notification of cancellation, the full price of participation shall be invoiced. Points 1 and 2 shall not apply where the contracting party is an end customer and he/she revokes or cancels the contract, in writing or electronically, within 14 days of the contract being concluded. In this case, Section 2.3 shall apply.

The right of both contracting parties to terminate the contract for good cause shall remain unaffected. Good cause for termination by DB Training shall be in particular if the customer disrupts the training process despite a warning, fails to attend the training sessions on a regular basis and performs unsatisfactorily, or if DB Training's equipment is damaged or destroyed, or if further attendance would be unreasonable for DB Training and the other participants for any other reason attributable to the customer.

5 Prices, payment conditions and set-off

5.1 The applicable prices are those contained in the price lists valid at the time the customer registers and/or places the order (prices are given in euros and exclusive of statutory VAT).

5.2 DB Training shall be entitled to adjust each current price list at the end of a calendar year. DB Training shall reserve the right to make price adjustments at short notice to reflect changes in market conditions or a significant rise in procurement costs.

5.3 The contractually agreed price shall include the accompanying documentation and use of the technical equipment necessary for performing the service. Prices generally do not include the customer's travel and living costs, nor board and lodging. If DB Training is to provide board and lodging, the prices for this shall be specified and invoiced separately.

5.4 Partial utilisation of services shall not entitle the customer to a price reduction.

5.5 If the customer does not pay on time, DB Training shall be entitled to refuse the customer admission to the event and to grant admission only once he/she has paid the arrears in full.

5.6 Customers can set off sums only if the counterclaims are undisputed or legally established.

5.7 Invoicing for services from the published programme (detailed in the catalogue) at DB Training shall always take place after completion of the training event, and, in the case of multi-session events, after completion of the first session. Partial utilisation of services shall not entitle the customer to a price reduction.

6 Reservation of ownership

All documents provided to the customer shall remain in the ownership of DB Training until all claims arising from the contract have been paid in full by the customer. This reservation of ownership shall also apply to files transmitted by data media or online.

7 Services performed by third parties

DB Training shall be entitled to commission third parties to perform services.

8 Ownership, copyright and usage rights

Unless otherwise specified in the contract, the customer shall be granted the unlimited, irrevocable, non-transferable and exclusive right to use the documentation provided under the contract for his/her own purposes. DB Training and/or other holders of the corresponding copyright exclusively shall retain ownership and other usage rights. Copyright notices, trademarks and brand logos must not be removed.

9 Liability

9.1 Unless otherwise stipulated below, liability shall be governed by the statutory provisions.

9.2 In the event of loss of or damage to items that are brought onto DB Training premises, DB Training shall be liable only in accordance with Section 702 of the German Civil Code (BGB). Any further liability shall be excluded.

Claims for compensation by the customer shall be excluded, irrespective of their legal grounds, particularly claims owing to breach of obligation pursuant to the contractual relationship or for tort. This shall not apply in the case of statutory compulsory liability, e.g. liability pursuant to the Product Liability Act (ProdHaftG), wilful or grossly negligent acts, personal injury, liability under a guarantee as to the quality of an item or the infringement of fundamental contractual conditions. Any claims for compensation in relation to a breach of a major contractual obligation shall be limited with regard to the foreseeable damage for this type of contract in cases of simple negligence.

10 Statutory limitation

Claims for compensation shall be subject to statutory provisions.

11 Additional terms and conditions for the hiring of function rooms

11.1 In principle, the customer shall not acquire any right to the provision of specific function rooms unless the provision of these rooms has been expressly guaranteed by DB Training. Where guaranteed function rooms are not available, irrespective of the reason, DB Training shall be entitled to arrange a reasonable equivalent substitute, including one located on other premises.

11.2 The provisions under Section 4 shall apply with respect to function room bookings that are changed or cancelled by the customer.

11.3 Catering shall only be provided in function rooms with the prior consent of DB Training.

11.4 Installing decorative material or other items in function rooms shall not be permitted without the consent of DB Training.

11.5 The customer shall be liable to reimburse DB Training for all damage to the facilities or fixtures and fittings and any technical disruption caused during their period of use or during assembly and disassembly, unless they can prove that they are not responsible for the damage.

11.6 Disruption affecting the technical or other equipment made available to the customer shall not entitle the customer to any reduction in the agreed price.

11.7 Use of function rooms beyond the contractually agreed period shall only be possible under a separate agreement with DB Training. If rooms are used without such an agreement, a usage fee shall be payable in the amount of the hiring charge applicable to the contractually agreed period.

11.8 Bringing e-bikes, e-scooters or comparable electric vehicles into DB Training's venues and charging them is prohibited. These vehicles require fire protection standards that cannot be guaranteed on the premises.

12 Other conditions

12.1 DB Training shall be entitled to transfer rights and duties under the contract to an affiliated company, within the meaning of Section 15 of the German Stock Corporation Act (AktG), without first having to obtain the customer's consent.

12.2 The invalidity of individual clauses shall not affect the validity of the other provisions or the contract as a whole. The contracting parties shall be obliged to replace an invalid clause with another provision which corresponds as far as possible to the economic purpose of the invalid clause.

12.3 No oral ancillary agreements have been concluded. Amendments and additions must be made in writing.

12.4 Contractual relations between the contracting parties shall be governed by German law. The place of jurisdiction for all disputes arising under the contract shall be the location of DB Training's registered office provided that the order was placed by a business enterprise, a legal entity under public law or a special asset under public law.