

# GENERAL SEMINAR INFORMATION AND GENERAL TERMS AND CONDITIONS OF BUSINESS OF BUK MANAGEMENT GMBH



As of 25 May 2018

## 1. SCOPE

This general seminar information contains the general terms and conditions of business as defined under the civil code. They apply to all seminars offered by BUK Management GmbH (except salon trainings) and are fixed contractual components of all contracts for the conducting of seminars.

## 2. TECHNICAL SEMINARS AND COMMUNICATION SEMINARS

2.1. BUK Management GmbH offers both technical seminars and communication seminars. In the case of technical seminars, the seminar content is provided by BUK Management GmbH itself, with respect to both personnel and technical content. In the case of communication seminars, the seminar content is provided by the Schwarz und Schwarz Leadership Akademie Seminare & Coaching, with respect to both personnel and content. With both kinds of seminars, the contractual relationship exists exclusively between the customer and the BUK Management GmbH, taking into account these general terms and conditions of business.

2.2. The duration of every seminar, irrespective of whether it is for 2, 3 or more seminar days, starts on the first day at 10 am and continues until 6 pm. On all subsequent days, the seminar shall be conducted from 9 am to 5 pm respectively. Introductory evenings take place from 7 pm to 10 pm. All participants are required to participate for the entire duration of the seminar. Every participant must be present punctually at the start of the seminar and must organise his departure so that he can also be present on the last day of the seminar and remain until the very end of the seminar. Seminars not attended for the entire duration shall not be considered as successfully passed.

2.3. All seminars shall be conducted at the ORGÆNIC Academy, Wallgässchen 5 in 01097 Dresden. Should a seminar be conducted at another seminar location as an exception, this shall be made known to the seminar participants at the time of registration with information regarding the exact address. The BUK Management GmbH has the right to change the seminar location at short notice, when there is a valid reason for the same. The seminar participants shall be informed of the same appropriately and in time.

2.4. Beverages, fruit, snacks and lunch are included in the seminar fees. This does not apply to the seminar »Cut and Colour Recapitulation Days« nor to the »Trainee Induction Week«. Lunch is not included in these seminars.

2.5. BUK Management GmbH, as well as Schwarz und Schwarz Leadership Akademie Seminare & Coaching, are continuously developing their seminar content, so that BUK Management GmbH, as event organiser, reserves the right to also further develop seminar content and optimise it at short notice, as well as make slight changes with regard to the printed seminar program or the seminar content described on the homepage. This shall not influence the character of the seminar and the described goal of the seminar.

## 3. TECHNICAL SEMINARS

3.1. Technical seminars serve to convey expert knowledge specific to hairdressing.

3.2. A seminar group contains approx. 7 to 20 participants. Introductory evenings are conducted with approx. 35 participants.

3.3. The technical seminars can be attended by the following groups of persons from the hairdressing profession: Trainees, lateral entrants in the hairdressing profession, apprentices, masters, hairdressing entrepreneurs, managers, salon owners, salon heads, as well as trainers from the hairdressing profession.

3.4. Every participant shall bring his or her own tools for the technical seminars. This must include at least: Combs, brushes, scissors, hair dryer with nozzle, straightening iron and sectioning clips.

Additional tools are required for styling seminars – the customer shall receive the information along with the seminar registration.

3.5. Models and practice heads shall be provided by ORGÆNIC Academy.

3.6. The participants shall be provided with writing materials with pencils on a clipboard, which shall be placed on the seats at the beginning of the seminar. The clipboard serves as desk pad and shall remain the property of BUK Management GmbH even after the end of the seminar. It must be returned by the participant to the trainer without request. If a clipboard is not returned, the participant shall be charged a sum of 35 EUR plus VAT. The seminar documents are customised to the respective seminar and intended for the personal notes and use of the participant, who can also use them after completion of the seminar. However, the copyright and intellectual property rights for the same shall remain with BUK Management GmbH.

All seminar documents are protected by copyright and may not be reproduced or provided to third parties. Reproducing and marketing are not permitted without written approval of BUK Management GmbH.

## 4. COMMUNICATION SEMINARS

4.1. The size of a seminar group is approx. 7 to 20 participants (guideline values).

4.2. Professionals from other professional groups and sectors can also participate in the communication seminars along with the hairdressing professionals for whom the technical hairdressing seminars are intended. The communication seminars, and the entrepreneurship training in particular, are suitable for managers, department heads, group leaders etc. of any sector and all who aspire to these positions. The trainer training is suitable for those who have or will have the task of training, teaching, instructing, directing or motivating others in their respective professional group.

4.3. Hairdressing tools are not required for communication seminars.

4.4. The communication seminars are conducted by Schwarz und Schwarz Leadership Akademie Seminare & Coaching on behalf of BUK Management GmbH. Schwarz und Schwarz Leadership Akademie Seminare & Coaching provide the training material. It is customised to the respective seminar and intended for the personal notes and use of the participant, who can also use it after completion of the seminar. The seminar documents are protected and may not be reproduced or passed on to third parties. It is protected by copyright in favour of Schwarz und Schwarz Leadership Akademie Seminare & Coaching.

## 5. DATES, REGISTRATION AND PRICES

5.1. The current seminar dates are available on the homepage [www.orgaeniclife.style](http://www.orgaeniclife.style). BUK Management GmbH reserves the right to change dates for valid reasons.

5.2. Every seminar booking must be made by the seminar participant (customer) using the fax response form available on the homepage. The registration is in text form. The registration must be filled out fully on the fax response form and either signed and sent by telefax or scanned and sent via email or by post to BUK Management GmbH, ORGÆNIC Academy, An der Frauenkirche 1, 01067 Dresden, Fax +49 351 31445550, Email [academy@buk-management.com](mailto:academy@buk-management.com). It is also possible for seminar participants to make a binding registration via online registration on the homepage [www.orgaeniclife.style](http://www.orgaeniclife.style). A legally binding proposal for concluding the contract shall be effected on receipt of registration.

5.3. The seminar booking is subject to the current applicable price list, which is also provided on the website [www.orgaeniclife.style](http://www.orgaeniclife.style), as well as on the fax response form. Moreover, the seminar participant can also request the price list from BUK Management GmbH at any time. The seminar participant shall be deemed to have also accepted the price list with the submission of the binding registration. All stated prices are net prices and are quoted before legally applicable VAT.

5.4. Due to the limited number of participants, seminar registrations shall be considered in the sequence in which they are received. The potential seminar participant shall receive a binding registration confirmation from BUK Management GmbH, which shall be regarded as acceptance of his application to conclude the contract (5.2.).

5.5. Specific seminars can be booked only as combined seminars, such as »ORGÆNIC Compact« and »The Big One«. This also includes the entrepreneur and trainer training by Schwarz und Schwarz Leadership Akademie Seminare & Coaching with the combined seminar of 6×2 days. Individual booking is not possible.

5.6. For the technical seminars on the haircutting technique ORGÆNIC Haircutting and the hair colouring technique ORGÆNIC Haircoloring, the training for the respective individual licence ORGÆNIC Haircutting and ORGÆNIC Haircoloring takes at least one year, or a maximum of two years. Seminars conducted as part of this training plan, and which are not passed, must be repeated against payment. If the seminar is repeated within nine months of completing the seminar participation, the participants receive a repetition discount of 50%.

5.7. The BUK Management GmbH does not undertake hotel bookings on its own behalf, but can, on request, provide information about suitable hotels. If hotel reservations are required, the same should be made known when registering for the seminar. Accommodation costs are not included in the seminar fees. Insofar as BUK Management GmbH makes hotel booking for the seminar participants, this is solely as a service. The accommodation agreement shall be concluded in the name and on behalf of the seminar participant with the respective hotel. The seminar participant shall not incur any fees for the same. The contractual relationship shall be concluded exclusively between the seminar participant and the hotel. No legal obligations or liabilities shall arise from the fulfilment of this service for BUK Management GmbH, except for deliberate action. This also applies to the provision of accommodation in the in-house BUK Hostel in the Prisco-Passage, opposite the ORGÆNIC Academy. Here, too, the contractual obligations shall arise exclusively from the accommodation agreement.

## 6. PAYMENT

6.1. The seminar participant shall receive an invoice from BUK Management GmbH for the booked seminar three weeks at the latest before the start of the seminar. This invoice shall be payable two weeks at the latest prior to the start of the seminar. The seminar fees are to be paid in non-cash form by means of transfer to the account of BUK Management GmbH as mentioned on the invoice.

6.2. The right to participate in the seminar shall be inapplicable in the event the seminar fees are not received by BUK Management GmbH before the seminar begins. The participant shall be treated as if he had cancelled participation in the seminar. In the case of seminar bookings at short notice (within ten days from the start of the seminar), as well as in cases of goodwill, it is possible to pay the seminar fees at the Academy on the first day of the seminar before the seminar starts, either in cash or by EC card.

6.3. Discounts, reductions, bonuses, vouchers, education checks and premiums and COE rebates (Wella) are to be mentioned directly during registration with a note on the registration form. Information provided later can no longer be taken into consideration with regard to pricing. The original documents of the corresponding discounts, vouchers and education checks are to be sent directly by post along with the registration to BUK Management GmbH.

6.4. Only one voucher or one discount or one reduction or one bonus or one education check or one education premium or one COE rebate can be accepted per technical seminar and per participant. Subsequent information will not be taken into consideration. No reductions shall be provided on the seminar costs specified in the seminar brochure when using education premiums, education checks issued by development banks or state agencies for labour.

6.5. Discounts, reductions, bonuses, vouchers, education checks and premiums and benefits from COE rebates (Wella) are not accepted for communication seminars.

6.6. If a technical seminar is repeated within nine months of having fully participated in the same seminar, the participants receive a repetition discount of 50%. This does not apply to communication seminars and shall not be applicable when taking into account discounts, vouchers, education checks, etc.

6.7. For foreign bank transfers outside the EU member states, the fee schedule SHARE (share costs) applies. The charges are shared, the sender pays with his bank, the recipient bears the remaining costs. The principal (client) has to tick the box SHARE when making the transfer.

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## 7. CANCELLATION PERIOD

- 7.1. The following cancellation fees shall apply if the seminar is cancelled by the seminar participant after confirmation of acceptance of the seminar request by BUK Management GmbH:
- 25% of the seminar fees, in the case of cancellation up to 60 days before the start of the seminar.
  - 50% of the seminar fees, in the case of cancellation up to 30 days before the start of the seminar.
  - 100% of the seminar fees in the case of cancellation at short notice. This shall also apply if no cancellation is declared and the participant does not appear, or appears without having paid the seminar fees in advance.
- 7.2. The following changed cancellation fees shall apply for the combined seminar offers Entrepreneurship training, Trainer training, »ORGÆNIC Compact« and »The Big One«:
- 25% of the seminar fees, in the case of cancellation up to 120 days before the start of the seminar.
  - 50% of the seminar fees, in the case of cancellation up to 90 days before the start of the seminar.
  - 100% of the seminar fees in the case of cancellation less than 90 days before the start of the seminar, absence at the start of the seminar without notification, or appearance at the seminar without advance payment of the seminar fees.
- 7.3. The cancellation must be notified in text form (email, fax, letter). The receipt of the cancellation by BUK Management GmbH shall be decisive for the calculation of the cancellation fees.
- 7.4. The onus is on the seminar participant to prove lower damages to BUK Management GmbH.
- 7.5. The cancellation fee shall be invoiced properly to the seminar participant and shall be payable within five days from the date of invoice.
- 7.6. If a participant becomes sick, which can be acknowledged on submission of a sickness certificate or written certificate from a doctor, or for other important reasons of cancellation such as force majeure, the registered seminar seat shall be rebooked to the next possible date of the same seminar. This rebooking is binding and shall be made known to the seminar participant in text form. No cancellation fees or rebooking fees shall apply for the rebooking. The same due date and default dates shall apply to the payment of the seminar fees for the rebooked training as for the original training date.

## 8. SEMINAR CANCELLATION BY BUK MANAGEMENT GMBH

- 8.1. If less than seven registrations are received for a seminar up to seven days before the seminar begins, BUK Management GmbH reserves the right to cancel or reschedule the seminar. The entire seminar fees paid by the customer shall be returned in this case or adjusted against the rebooked seminar date. Cancellation is also permitted for other equally important reasons (sickness of trainer, force majeure, etc.).
- 8.2. BUK Management GmbH shall not assume any travel and accommodation costs of the customer in case of cancellation/rescheduling of the seminar. The expenses incurred due to loss of working hours shall not be reimbursed.
- 8.3. Enforcement of claims for compensation of damages against BUK Management GmbH due to seminar cancellation is excluded.

## 9. ORGÆNIC HAIRCUTTING® AND ORGÆNIC HAIRCOLORING® AND THE LICENCES

The haircutting technique ORGÆNIC Haircutting and the hair colouring technique ORGÆNIC Haircoloring require long-term training. The entire training plan must be completed successfully. The participant is authorised to designate his services and/or advertise them with the terms ORGÆNIC Haircutting (organic haircutting) or ORGÆNIC Haircoloring (organic hair colouring) only upon acquisition of a licence. Seminars that are not passed must be repeated against payment.

The licence ORGÆNIC Haircoloring can also be obtained as a team licence. This is possible with a team size of at least ten employees (exclusively hair dressers. Receptionists and trainees are excluded). Every team licence salon must nominate a salon trainer, ensure a corresponding salon trainer qualification and maintain the fixed training steps and contents of the team licence. The corresponding information is provided on request, and is a contract component of a corresponding contract about the technical seminar and the training plan that authorises carrying the licence. A separate agreement shall be concluded for this purpose that supplements these general terms and conditions of business.

## 10. SAFETY AND LIABILITY

- 10.1. Electrical devices and chemical work equipment must be handled in accordance with safety regulations. The regulations for skin safety and hygiene must be observed. Appropriate clothing must be worn for practical work. BUK Management GmbH assumes no liability for non-compliance.
- 10.2. BUK Management GmbH assumes no liability for dressing rooms and valuables. Lockers are provided for the valuables of the participants. Valuables with a value over 1000 EUR must not be placed in these lockers. BUK Management GmbH shall be liable for loss or damage only in the case of gross negligence or own intent.
- 10.3. The personal liability insurance of the participant shall be enlisted for damages caused by the participant in the Academy. BUK Management GmbH shall not be liable for infringements by other participants.

## 11. GDPR DATA PROTECTION

- 11.1. BUK Management GmbH collects the personal data of clients and participants for contact purposes.
- The data processing systems correspond to the latest technological standards. BUK Management GmbH will store these data for the purpose of an optimal customer service within the ORGÆNIC Group and use them for contact purposes. The information requirements are available for inspection in the seminar rooms and can be viewed on our website [www.orgaeniclife.style](http://www.orgaeniclife.style). For hotel booking purposes, personal data like last name and first name will be transferred to the respective hotel on behalf of the participant.
- 11.2. BUK Management GmbH reserves the right to take pictures and to record films/videos during seminars and events. These recordings will be exclusively used for promotion and advertising purposes on social media channels, our websites and newsletters within the ORGÆNIC Group and, for that scope, be distributed in social networks and otherwise on the Internet. Any other use than for the purposes laid down is not permitted.
- 11.3. This consent is voluntary and can be revoked at any time. In addition, you are entitled to request information about your personal data that we store. You can assert your data protection rights by sending an e-mail to [welcome@buk-management.com](mailto:welcome@buk-management.com) or by contacting BUK Management GmbH, An der Frauenkirche 1, 01067 Dresden by post.

## 12. PLACE OF PERFORMANCE AND FULFILMENT

The place of performance and fulfilment for all obligations from and related to this contract is Dresden. The seminar participants shall not act as consumers. Insofar as is permissible, Dresden shall be the exclusive place of jurisdiction for all claims arising from and related to the seminar contracts under these general terms and conditions of business. Dresden shall also be the exclusive place of jurisdiction for non-merchants with no general place of jurisdiction in Germany.

## 13. FINAL PROVISIONS

If one of these conditions should be ineffective, the same shall not affect the validity of the rest of the provisions. Rather, the ineffective provisions shall be replaced by those that come closest to the intended purpose, without being inadmissible on their part. German law applies as agreed - with the exception of the provisions that refer to an international law. Any additions must be in text form. This also applies to the restriction or modification of the requirement of text form.