

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



As of 5 October 2021

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. Seminar times may be different at the Berlin, Vigonza and Laterza locations. Find out this information on your registration confirmation. 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 in Dresden, Berlin or in our locations in Vigonza or Laterza. 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 Trainee Induction weeks. 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.orgaeniclifestyle.com. 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. It is also possible for seminar participants to make a binding registration via online registration on the homepage www.orgaeniclifestyle.com. 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.orgaeniclifestyle.com, 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. This also includes the entrepreneur and trainer training by Schwarz und Schwarz Leadership Akademie Seminare & Coaching with the combined seminar of 6x2 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.

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 the preparation and follow-up of funding applications, BUK Management GmbH collects an administrative fee of 250 EUR net per application.

6.8. 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.