

TERMS & CONDITIONS FOR PARTICIPATION IN SEMINARS/ GUIDED TOURS – HOLZER PERMACULTURE 2017

1. Scope of application

- 1.1 The present terms and conditions for participation exclusively apply to all seminars and guided tours in relation with Holzer Permaculture. The participant understands the meaning of the term Holzer Permaculture.
- 1.2 The individual terms and conditions for participation as described herein apply, depending on their content, to customers or companies and are based on the existing legal regulations.
- 1.3 The terms and conditions also apply for all further seminars and guided tours which the participant may attend. In the following, the participant will be referred to as "participant".
- 1.4 The organiser of the seminars and guided tours is Josef Andreas Holzer, Keusching 13, 5591 Ramingstein (in the following referred to as "organiser").

2. Registration

- 2.1 Registration, which is binding for the participant, must be submitted in writing, either by mail, fax or e-mail.
- 2.2 Each participant has the possibility to withdraw from his or her registration without giving reasons within 7 business days from submission of the registration. This right of withdrawal does not apply to events which start before the withdrawal deadline.
- 2.3 Initially, registration is only binding for the participant; however, as soon as the organiser has received the registration fees on his bank account, the participation in the seminar/ guided tour under the present terms and conditions is also binding for the organiser.
- 2.4 Both the registration and the confirmation must be submitted in writing, either per mail, fax or e-mail.
- 2.5 Participation in seminars/ guided tours is permitted exclusively under the present terms and conditions.

3. Cancellation

- 3.1 In the event of cancellation of a registration for a seminar or guided tour posterior to the expiration of the deadline as stipulated in article 2.2, and until 2 weeks before the beginning of the seminar/ guided tour, the cancellation penalty payable for the participant amounts to 10% of the total fees of the seminar/ guided tour. If a participant cancels registration at a later date, i.e. within the 2 weeks before the beginning of the seminar/ guided tour, the cancellation penalty amounts to 30% of the total fees of the seminar/ guided tour.
- 3.2 If for any reasons the participant drops out of a seminar or guided tour after it has begun, the total fees will be charged or kept as cancellation penalty. No refund will be paid.

4. Fees

- 4.1 All indicated fees are in euros, VAT included as defined by the Austrian law at present. In the event of changes in the presently valid tax rates, the organiser is entitled to adjust the fees correspondingly. The fees for seminars and guided tours strictly include exclusively participation in the event. Possible travel and subsistence expenses are generally not included in the indicated fees.

5. Warranty

- 5.1 The organiser reserves his right to modify the content, procedure and dates of the seminars and guided tours as well as the assignment of speakers, provided that the overall character of the event is not compromised. Furthermore, the

organiser is entitled to invite guest speakers to present diverse topics.

- 5.2 The organiser is entitled to postpone or cancel events for good cause – particularly if the speaker is unavailable due to illness or if the number of participants is insufficient. If the seminar or guided tour is cancelled, the organiser is entitled to provide an alternate date. Only if this, for different reasons, is not possible for the organiser, the participation fees of the cancelled event will be refunded. All claims beyond that are void.

6. Liability

- 6.1 The participation in seminars and guided tours takes place at the participant's own risk. Dangerous spots on the Krameterhof premises are not explicitly indicated. Every participant acknowledges the land and house rules as signposted on the premises and published on our website and commits him-/ herself to indemnify and hold harmless the organiser from any and all claims in this respect. Parents are liable for their children and for any damages caused by them.
- 6.2 Generally, the organiser is not liable for ordinary negligence.
- 6.3 The methods and principles of operation imparted in the seminars are adapted to the environmental conditions of the seminar's location. When applying them in other locations, these methods must be adapted to the local environmental conditions (climate, annual precipitation, soil, vegetation, etc.) in order to use them effectively. After successful participation in a seminar, the organiser confirms that the respective knowledge regarding Holzer Permaculture has been imparted in that seminar; however, he assumes no liability for the usage and application of the acquired knowledge and methods.
- 6.4 The participants are not allowed to use machines and tools (motor saw etc.) which are used by the speaker or his/ her assistants. Non-compliance takes place at the participant's own risk.
- 6.5 The seminars include, to some extent, the demonstration of old working methods. The old farming tools used for this purpose do not conform to the present safety standards (TÜV). The participants acknowledge this. Their participation in the demonstrations of these old working methods and machines as well as in the work done by means of these is voluntary and at their own risk.

7. Final clause

- 7.1 Only Austrian law applies. The United Nations Convention on Contracts for the International Sale of Goods (UN CISG) does not apply.
- 7.2 Tamsweg is stipulated as the court of jurisdiction. The Tamsweg district court is adjudged to be in charge of all disputes concerning the district court, the Salzburg regional court for all other disputes.
- 7.3 In all events, taking pictures is generally allowed. Audio or video recording is only allowed with the written consent of the organiser.
- 7.4 The participants have given explicit consent to the organiser making a documentation (pictures, films, audio recording) of the seminars and guided tours and using it for publicity, website, and other publication purposes.
- 7.5 All agreements between the parties – especially amendments or additions to this agreement – have to be made in writing.
- 7.6 The parties can only abstain from this formal claim by making a declaration in writing.