



Terms and Conditions of the Academy of Inner Science (Sharing the Presence Thomas Hübl GmbH)

(19th September 2008)

§ 1 General information

The Academy of Inner Science (in the following referred to as the Academy) is part of the Sharing the Presence Thomas Hübl GmbH based in Vienna, Austria.

The Academy holds events of all kinds, including coaching and mentoring, according to the Terms and Conditions described here. These Terms and Conditions shall be understood as accepted whenever services are provided by the Academy.

Deviations to these Terms and Conditions have to be agreed on in writing.

There are additional agreements for the two- or three-year Timeless Wisdom Training. These agreements are available on the Academy website (www.innerscience.info/twt-terms) or can be requested at any time.

§ 2 Registration

Registrations to workshops and events of the Academy are binding and must be in written form (by post or email). If workshops are overbooked, registrations will be considered in the order in which **payment** for the respective workshops or events is received. Every registration is confirmed by letter or email. This leads to the formation of a legal contract.

The Academy reserves the right to refuse registrations without stating reasons.

§ 3 Offers

Offers are subject to change without notice and are non-binding. A contract with the client is not formed until the Academy issues a written confirmation. The same applies to changes, amendments or subsidiary agreements. The remittance of an invoice after payment means confirmation.

§ 4 Performance of the contract

Unless otherwise agreed, the following performances are included in the price:

- Participation in the workshop or the booked event respectively;
- If existing: accompanying material.

Not included are: travel expenses, accommodation and restaurant services, parking fees and other ancillary services which the participant makes use of during his/her participation. Bookings for accommodation have to be made at the respective venues by the participants themselves and paid for separately.

§ 5 Prices and terms of payment

The current conditions stated on www.innerscience.info or in the price list at the time of registration are valid.



All performances charged for by the Academy have to be settled prior to the booked event (except when agreed otherwise, for example paying in instalments). Unless announced, cash discount deductions are regarded as not agreed.

Claims for damages are explicitly reserved. Payment is usually effected by bank transfer. All bank service charges shall be payable by the client. Cheques and drafts are not accepted in principle.

§ 6 Intellectual property rights and rights of use

The course materials and handouts are intellectual property of the Academy. They are protected by intellectual property rights and other rights and all or any part may only be adopted, copied, distributed, altered or made accessible to third parties with the express consent of the management of the Academy. This applies particularly to any use in all electronic media, print media, publications of all kinds and to internal communication and communication to the public. They are destined for personal non-commercial use only.

The intellectual property rights shall remain with the Academy. If the exclusive right of use for the services rendered is to be transferred to the client, a special agreement in written form including the specification of the amount of fee payable has to be signed. The requirements according to formal law which are necessary for the transfer are met by the client him/herself and at his/her expense.

Intellectual property rights, rights of use and property rights of papers of the Academy which are introduced in any form or presentation remain with the Academy.

According to the above, files shall also remain the property of the Academy.

§ 7 Liability

Every participant takes over responsibility for his/her actions within and outside the whole event, as well as within the convention centres or hotels. The Academy shall not be liable for loss, theft or damages of any kind during or after an event, neither to participants nor co-operation partners, unless it is demonstrably based on intentional or grossly negligent misconduct on the part of the Academy. The Academy explicitly points out that mental and physical health is required for all trainings, coachings or other events and that the participant decides him/herself at any one time if he takes part in an activity or exercise offered during the event. In cases of doubt, the advice of a doctor should be sought prior to the event. The Academy shall not be liable for damages to body, mind and soul which could result from the participation in events. This also applies to the offers of all co-operation partners.

The information and advice in events and coachings of the Academy as well as in all documentations are carefully considered and tested by the personnel of the Academy. The activity of the Academy is a pure rendering of services. Therefore, success is not guaranteed. All liability shall be excluded. The transmission or electronic transfer of any data shall be at the client's risk.

§ 8 Cancellations

We charge a service fee to the amount of € 50 for cancellations by the participants up until four weeks before the start date of a booked event. Thereafter and until the start of the event, 50% of the attendance fee is charged. If a participant does not attend the event or leaves the event early, 100% of the attendance fee is charged.

All cancellations must be made in writing. If the client provides a substitute candidate who is accepted by the Academy then a service fee to the amount of € 50 is charged. The Academy reserves the right to refuse substitutes without stating reasons.



The Academy reserves the right to cancel events, for example in case of the cancellation of a trainer. In addition, an event can be cancelled 14 days before the start of the event at the latest, if the number of registered participants is less than eight people. The Academy will, in any case, inform the client about cancellations or necessary changes of the programme as soon as possible. If the Academy has to cancel an event, the full attendance fee will be refunded. Any further claims on the part of the client shall be excluded.

§ 9 Reservation of proprietary rights, right of retention

All contractual services to be performed shall remain property of the Academy until full payment is received. In addition, the Academy reserves the right to retain documents of all kinds which were made available by the client until full payment is received.

§ 10 Storage of data

We hereby notify you that your data is stored by us where required and as far as permitted by the Federal Data Protection Act.

§ 11 Insurance coverage

Every client bears the full responsibility for him/herself and his/her actions within and outside the events of the Academy and bears potentially caused damages him/herself. The events of the Academy cannot substitute for psychotherapy or psychiatric counselling. Normal mental and physical resilience is required for participation. The participants receive no insurance coverage through the Academy.

§ 11 Final clauses

Should any of the provisions of these Terms and Conditions be invalid, the remaining provisions shall remain binding. Invalid provisions are substituted by provisions which are closest to the commercial purpose of the invalid.

Austrian law exclusively applies to the completion of the contract and possible legal disputes. Place of fulfilment and jurisdiction is Vienna, Austria.