



## **General Conditions of Participation for Certified Training Programmes and other Workshops**

### **1. Organiser**

Organiser is the EUROPEAN ROLFING® ASSOCIATION e.V. (hereinafter referred to as “ERA” or “Association”) with business address at Saarstrasse 5, 80797 Munich, registered in the Munich Register of Associations under No. VR 13522, and represented by the Association’s Board.

On behalf of Dr. Ida Rolf Institute®, Boulder, the Association is authorised to hold certified training programmes (Basic Rolfing® Certification, Advanced Rolfing® Certification und Rolf Movement Certification) and continuing education workshops in Europe.

### **2. Scope**

The General Conditions of Participation (hereinafter referred to as “Conditions” or “GCP”) set out below apply for all introductory workshops, certified training programmes and continuing education workshops, unless, the relevant clauses include differentiations.

The Association is entitled to change these Conditions in compliance with a notice period of one month in case of amendments to the legislation, changes to case-law or changes required for an adaptation to the regulations of the *Dr. Ida Rolf Institute®*. If the participant does not object to the change within the notice period, this change shall be deemed approved. In the change notification, the Association is obligated to notify the participant that the change will come into force if the participant does not object to the change within the notice period.

The wording of these Conditions as well as any changes to these can be announced by the Association by providing a web-link taking you to the full wording of these Conditions.

### **3. Contractual object and contract conclusion**

**3.1.** The participant will take part in a training programme or workshop of the Association.

Details including the scope of services, training site, language of instruction and course fees as well as information on whether a confirmation of participation or a certificate is awarded upon completion are generally stated in the course descriptions valid at the time of registration. Participants can register [www.rolfing.org](http://www.rolfing.org) by email, post or fax.

**3.2.** By sending the registration form, the participant submits a binding offer for entering into a contract with the Association. The validity of these Conditions of Participation is acknowledged upon registration. A contract shall however only come into force once the participant receives the written confirmation of registration by the Association. The confirmation of registration shall be submitted either in writing or by email to the specified address of the participant.

An effective contract conclusion requires the complete and accurate specification of the participant's data.

**3.3.** The Association is responsible for the organisation of the training. It will provide for the premises, the teaching material such as books in the library, anatomic models and teaching personnel. In return, the participant undertakes to pay the agreed course fee.

The teaching material and the anatomic models for the training shall be made available by the Association during lessons and shall remain the property of the Association.



- 3.4.** At the end of the **Basic Rolfing® Certification Phase I**, an admission interview will be held with each participant for admission to Phase II. Participants shall only be entitled to complete the admission procedure, if they have attended all course units. If the admission interview ends with a positive outcome for both parties, successful participants will be authorised to attend Basic Rolfing® Certification Phase II.
- 3.5.** The attendance of introductory workshops or the completion of Basic Rolfing® Certification Phase I or Phase II neither authorises participants to use the trademark “Rolfing®” nor to refer to themselves as “Certified Rolfer™”. As is the case with the “Little Boy Logo”, both terms are registered trademarks.
- 3.6.** The participant is aware that Rolfing® is not yet a scientifically recognised treatment method. Working with the Rolfing® method does not replace a medical or other alternative health care or psychological diagnosis and treatment.

#### **4. Participation requirements**

The Association will check for compliance with the below requirements and decline the offer in case of non-fulfilment with a requirement.

##### **4.1. For the Basic Rolfing® Certification**

Please refer to the course description for admission requirements.

##### **4.2. For the Rolf Movement™ Certification**

Please refer to the course description for admission requirements.

##### **4.3. For the Advanced Rolfing® Certification**

Please refer to the course description for admission requirements.

##### **4.4 For the Introductory Workshops or Continuing Education Workshops**

Please refer to the course description for admission requirements.

#### **5. Training costs and payment terms**

- 5.1.** Please refer to the course description for information on the course fee. The course fee is stated as a net amount determined by the organiser. The training programme is currently exempted from VAT as defined by Section 4 (21) German VAT Act (UStG). In case fees become subject to VAT due to a change to the factual and/or legal situation, the organiser is authorised to demand subsequent payment of the VAT by the students (currently 19%).
- 5.2.** The course fee is payable upon receipt of the invoice prior to commencement of the course. The invoice shall state the relevant due date. The fee shall be paid by bank transfer under specification of the invoice reference to one of the accounts set out in the invoice.

#### **6. Withdrawal and termination**

- 6.1.** It is possible to withdraw from the course prior to the commencement of the training without specification of grounds. The relevant withdrawal policy for course participants is available in the course description.
- 6.2.** Notice of withdrawal can be submitted by email to [training@rolfing.org](mailto:training@rolfing.org), post or fax. The effective date for compliance with the notice period is the receipt of participant's notice of withdrawal by the Association.
- 6.3.** After the course has started, a termination of the contract by the participant is however not possible. The right of termination for cause shall not be affected by this.



- 6.4.** The right of cancellation of the consumer as defined by Section 13 of the German Civil Code (BGB) shall apply in addition to the right of withdrawal (see Section 7 Cancellation policy).
- 6.5.** The Association may cancel the training for cause, i.e. in particular if the number of registered participants will not cover the costs, due to unavailability of the teacher at short notice and in lack of a substitute teacher or due to force majeure. For information on the minimum number of participants and the registration deadline, please refer to the course description. The participants will be promptly notified and any already paid course fees will be refunded in full. Additional claims are hereby excluded.
- 6.6.** The Association is authorised to exchange teachers or make adjustments to the course schedule where there is good reason to do so, e.g. due to the illness of a teacher.
- 6.7.** The Association may terminate the contract for cause, e.g. if participants sustainably disturb the training, enter inaccurate or incomplete information in the health questionnaire, do not comply with the instructions of the teacher or the assistant-teacher, endanger the health of the teacher or other participants or do not settle outstanding payments in a timely manner upon receipt of a reminder. In case of a termination without notice, participants shall not be entitled to the refund of course fees already paid.

## **7. Cancellation policy**

- 7.1.** In addition to the withdrawal policy set out in Sections 6.1 to 6.3, consumers as defined by Section 13 of the German Civil Code (BGB) have the right to cancel the contract within fourteen days from the date of contract conclusion without specification of grounds.
- 7.2.** To exercise their right of cancellation, participants must notify the organiser (European Rolwing® Association e.V., Saarstrasse 5, 80797 Munich, Germany, Fax: +49 89 54 37 09 42, Email [training@rolfing.org](mailto:training@rolfing.org)) by submitting a clear written declaration (e.g. by post, fax or email) stating their decision to cancel the contract.

## **8. Obligations of the participants**

- 8.1.** Participants are obligated to provide the data and details on admission requirements as set out in Section 4 in a complete and accurate manner and to promptly communicate any changes. Each participant shall be liable for any damage suffered by the Association due to its reliance on the complete and accurate specification of the data provided by the participant.
- 8.2.** The Association may forward information and declarations concerning the contractual relationship with the participant to the email address of the relevant participant. Participants will regularly (at least weekly) check their email account in order to be up to date on any emails sent by the Association.

## **9. Liability of the Association, exemption from liability**

- 9.1.** The liability of the Association or its vicarious agents is limited to cases of gross negligence and intent. In cases of slight or ordinary negligence, the Association shall not assume any liability. Liability of the Association shall in particular be excluded if the damage is based on inaccurate or incomplete information provided in the health questionnaire of the damaged party.



**9.2.** Our graduates are authorised to perform the Rolfing® Structural Integration method worldwide. (In some countries there may be additional official requirements that need to be met). The Association shall not assume any liability that the course contents can be used and exploited for professional activities. In addition, the Association assumes no liability that the students may practice in their home country after completing the training as Certified Rolfer™.

#### **10. Data protection and personal rights**

Your data will be processed in accordance with the GDPR. Further information on transparency is available at <https://rolfing.org> under the “Transparency document” button.

The participant hereby consents to physical contact by the teacher, the assistant-teacher or other participants for the purpose of the training.

#### **11. Copyright**

All training documents are protected by copyright. The reproduction and forwarding of the documents to third parties is prohibited.

#### **12. Audio and/or video recordings**

Any and all audio and/or video recordings made during course units, regardless of the recording device, are subject to the prior written consent of the Association. It is not allowed to make any audio and/or video recordings of course contents without obtaining an approval to do so. At the specific request of a participant, the Association will consider whether the grounds brought forward by the participant may justify approval. Disabled participants, for example, may be granted approval to make recordings to ensure the purpose and aims of the training are obtained; this, however, requires the consent of all course participants.

#### **13. Place of jurisdiction, applicable law**

Place of jurisdiction for all disputes with entrepreneurs as defined by Section 14 of the German Civil Code (BGB) resulting in connection with this contract is Munich. For all other disputes, the statutory provisions shall apply. This contractual relationship is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Conflict of Laws. Contract language is German. In the event that the English version of these Conditions should deviate from the German version, the German version shall prevail.

#### **14. Additional provisions**

Should individual clauses hereunder be invalid, this shall not affect the validity of the remaining clauses.