

## European School of Aviation Medicine - General Terms and Conditions

(Status: April 2021)

### **§ 1 General, Scope**

(1) These General Terms and Conditions (in the following “**GTCs**”) apply exclusively to all business relationships with the European School of Aviation Medicine (in the following “**Academy**”). Other general terms and conditions will not become content of the contract even if the academy does not expressly reject them.

(2) Amendments and modifications to the contract must be effected in writing in order to be valid to the extent that nothing to the contrary is expressly agreed to.

(3) The academy offers training modules which fulfil the legal and commercial conditions for the theoretical training and continuing education as an Authorized Medical Examiner (AME) according to the legal regulations of the EASA as well as for the added qualification in “Aviation Medicine” according to the continuing education ordinances of the State Medical Associations, as well as for the Certificate for “Travel Medicine” according to the DTG/DGLRM.

### **§ 2 Registration**

(1) Registration must be completed in writing using the registration forms provided on the internet under [www.flugmed.org](http://www.flugmed.org). Registration by telephone registrations are not possible and will not be taken into consideration.

(2) With registration the participant offers a binding conclusion of contract. The registrations will only be taken into consideration in the sequence in which they are received. If a course is overbooked, the participant will be notified and receive a spot on the waiting list. In other cases the recipient will receive a confirmation of registration, which will constitute the conclusion of a contract between the participant and the Academy.

### **§ 3 Course Fees and Services**

(1) The amount of course fees for the aeromedical physician assistant training courses is based on the current price list that can be viewed at [www.flugmed.org](http://www.flugmed.org).

(2) The costs in the framework of the courses “Basic”, “Advanced” and “Diploma” include all course documents and course fees (renting space, break catering, lunch).

(5) The agreed upon prices include the applicable VAT if not otherwise stated.

### **§ 4 Payment**

(1) The participant must pay the course fees within 14 days of receipt of the invoice. Other bills payable to the Academy that have no due dates are due and payable on receipt without discount.

(2) The course fees should be paid by EFT/wire transfer to the Academy’s account with the Frankfurter Sparkasse, IBAN: DE57 500 502 010 000 885 889 or paid by PayPal. Payment of course fees is deemed settled only when the funds are credited to the Academy’s account.

(3) In the event of default of payment, the Academy is entitled to demand the legal amount of default interest. The Academy reserves the right to assert additional damages.

(4) To the extent that the course fee is not paid in a timely fashion, the Academy reserves the right to exclude the participant from the course until payment is rendered in full.

## **§ 5 Withdrawal and cancellation by the Participant**

- (1) After registration, regular cancellation by the participant is excluded. The right to extraordinary cancellation by the participant remains.
- (2) If the participant withdraws from the contract, the Academy can demand compensation for the preparations it made and for its expenses.
- (3) The course can be cancelled up to three months prior to the start of the course insofar as nothing else is specified in the offer or order confirmation.
- (4) If the participant withdraws later than three months prior to the start of the course, a cancellation of fee equal to 50 per-cent of the course fee will be charged. If the participant withdraws later than four weeks prior to start of the course, a cancellation fee equal to 75 per-cent of the course fee will be charged. The Academy recommends that participants conclude an insurance policy covering withdrawal from the seminar. The cancellation costs will be reduced by 50% should it be possible to fill the vacancy in the seminar.
- (5) Once the course begins, withdrawal or cancellation is no longer possible. The like applies if you fail to appear without giving notice of cancellation.
- (6) The participant may attempt to demonstrate lower damages in the specific case. However the Academy may also attempt to demonstrate higher damages in the specific case.
- (7) The notice of withdrawal or cancellation must be submitted in writing. The date of receipt by the Academy determines whether it meets any of the stated deadlines.
- (8) The entitlement to participate in the course is non-transferrable.
- (9) Absences, even those caused by illness do not entitle the participant to a reduction in cost.

## **§ 6 Necessary Programme Changes**

The Academy reserves the right to make changes in dates, instructors and to make slight modifications to the seminar content preserving the overall character of the course and the purpose of contract.

## **§ 7 Unfeasibility and Withdrawal by the Academy**

- (1) In the event that the course is cancelled due to force majeure or some other due and sufficient cause for which the Academy cannot be held responsible, there is no entitlement to complete the course.
- (2) In the event that the course is cancelled due to withdrawal or cancellation by the hotel there is no entitlement to complete the course.
- (3) In the event that holding the course should become untenable due to the low number of participants, the Academy reserves the right to withdraw.
- (4) In the cases mentioned in this paragraph under Paragraphs 1 through 3, the Academy will inform the participants immediately.

## **§ 8 Exclusion of Participants from course**

- (1) Participants may be excluded from the course if they
  - a) are under the influence of alcohol or other intoxicants or do not observe the safety regulations in the respective host businesses.
- (2) With respect to the damages from exclusion from the course, any refund of the course fees is excluded in cases described by Paragraph 1. The participants are entitled to prove that there were no damages or that they were of a significantly lesser amount.

## **§ 8 Event Site**

- (1) The courses “Basic“, “Advanced” and “Diploma” are all held at changing meeting venues.
- (2) The course “Refresher ” is held in the premises of Lufthansa Training and Conference Center at Seeheim (LTCC).
- (4) The Academy reserves the right to change the event site on short notice.

## **§ 9 Duration and End of Courses**

Duration and end of the courses can be found in the registration forms. The Academy will notify the participants of any changes in the duration and end-date.

## **§ 10 Prerequisites for Participation**

- (1)The prerequisite for the participation in the courses Basic, Advanced and Diploma is a completed study of medicine and a medical specification.

## **§ 11 Precondition the Certified Specialisation in “Aviation Medicine”**

- (1) As prerequisite for the Certified Specialisation in “Aviation Medicine”, the participants must currently provide documentation of the following:
  1. theoretical prerequisites through completion of training as a specialist in aviation medicine as defined in the following Paragraph (2) No. 1 through 3;
  2. Recognition of a medical specialisation in the field of general medicine, internal medicine or occupational medicine (according to the Ordinance on Continuing Education for Physicians) and
  3. six months of continuing education with a physician authorised to provide continuing education for certification in aviation medicine (according to the Ordinance on Continuing Education for Physicians).
- (2) With the completion of a training course in aviation medicine, the following theoretical prerequisites are satisfied:
  1. Basic: Certification as an Aviation Medical Examiner (AME) Class 2.
  2. Basic + Advanced: Certification as an Aviation Medical Examiner Class 1.
  3. For German citizens only: Basic + Advanced + Diploma: Certification as an Aviation Medical Examiner (AME) Class 1 and prerequisite for specialisation in aviation medicine.

## **§ 12 Certificate and Comprehensive Examination**

- (1) After successful completion of the course, the participant receives a certificate that confirms completion of the course by stating the course title, instructor, date, number of hours, and the number of continuing medical education units according to the State Medical Association of Frankfurt.
- (2) The course is successfully completed if the participant attended without absence and successfully completed a comprehensive examination.
- (3) If the Academy is responsible for losing an ungraded comprehensive examination, there is a right to free participation in a replacement examination. There are no additional claims.
- (4) However, if an ungraded comprehensive examination is lost and the Academy cannot be held responsible, the participant has no claims to bring against the Academy.
- (5) If the participant does not pass the comprehensive examination, no certificate will be issued.

### **§ 13 Certification by the State Medical Association of Frankfurt**

To the Academy's knowledge, the German Regional Medical Board at Frankfurt currently certifies the courses "Basic", "Advanced" and "Diploma" with 65 points each. To the extent that the Academy is informed of any changes, the Academy will notify the participants of these changes.

### **§ 14 Liability**

(1) The Academy is only ever liable if a loss event

- was caused by the culpable violation of an essential contractual obligation, whose fulfilment determines the proper and regular completion of the contract and on whose fulfilment the participant may regularly depend (cardinal obligation);
- is a claim deriving from injury to life, limb or health; or
- is attributable to gross negligence or malicious intent.

(2) If the Academy is liable for breach of a cardinal obligation without it being a case of negligence, malicious intent or injury to life, limb or health, then the liability is limited to the amount of loss, which could have been typically anticipated at the time the contract was concluded under conditions known at that point in time insofar as the loss was foreseeable.

(3) The Academy's liability under the German Product Liability Act as well as in the framework of independently declared warranty.

(4) In the framework of the course "Basic", the Academy offers a flying day on the Anspach/Taunus airfield where various types of sports aviation are demonstrated and opportunities are offered for flying along in sports aircraft. The Academy has not concluded any separate compulsory liability insurance policy for these flights. Fly-alongs only take place in the framework of compulsory liability insurance policies concluded by the owner of the airplane/balloon and thus in this context at the participant's own risk.

### **§ 15 Copyright**

(1) The Academy grants the participants simple, non-transferrable, non-exclusive right to use the work sheets and hand-outs used in the framework of the continuing education course; this right cannot be sub-licensed.

(2) The worksheets and hand-outs are protected by copyright and may not be reproduced or edited not even in excerpts.

(3) Photography, video and film recording and sound recording are all prohibited in all events offered by the Academy unless the instructor and the Academy state their expressed consent.

### **§ 16 Data Protection**

The Academy observes the provisions of law governing data protection. The Academy will specifically collect, process or use personal data in the sense of the BDSG only to the extent necessary and will subject its employees, representatives and temporary employees to obligations of conforming to laws governing the data protection.

### **§ 17 Expiration**

The participant's contractual claims expire one year after the participant becomes aware of the facts establishing the claim or after one year of grossly negligent ignorance of these facts.

### **§ 18 Choice of Law, Court of Jurisdiction, Other**

(1) These GTCs are subject to the laws of the Federal Republic of Germany.

(2) Should a provision of these GTCs prove or become unenforceable, the remaining provisions will continue to be enforceable.

The following cancellation policy applies to the participants:

### **Cancellation Policy**

#### **Right of Cancellation**

You can revoke your contract in text form (e.g. letter, fax, e-mail) within 14 days without stating any grounds. This period begins on receipt of this notice in text form. In order to meet the deadline for cancellation, timely mailing of the notice suffices. Send your notice of cancellation to:

German Academy for Aviation and Travel Medicine gGmbH  
Lufthansabasis FRA/PM  
60546 Frankfurt am Main  
E-Mail-Address: [Daf.frankfurt@t-online.de](mailto:Daf.frankfurt@t-online.de)  
Fax No.: 069/696 91221

#### **Consequences of Cancellation**

If an enforceable cancellation, the considerations [payment or materials] given by both parties must be returned and any benefits drawn (e.g. interest) must be surrendered. If you cannot repay or return to us the received consideration or benefits (e.g. advantages of use) or can only return or surrender it in worsened condition, you must provide compensation for the lost value. Obligations for the return of payments must be satisfied without 30 days. The period begins for you when you send your notice of cancellation, for us with its receipt.

**End of Cancellation Policy**