General Terms of Payment and Business Conditions

October 2022

Scope of Application

The following conditions apply to individuals, groups, and companies (hereinafter referred to as “customers”) making use of services provided by TourCert gGmbH. They also apply to all future business transactions with the customer insofar as they concern related legal transactions.

Any individual agreements made with the customer in specific cases, including side agreements, amendments, and modifications, shall in all cases take precedence over these payment conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

Use of the Website

We make every effort to keep the content on the website as accurate as possible. However, we cannot guarantee or warrant that such content is always correct, complete, error-free, or up to date. If you notice any errors, please inform us accordingly.

TourCert Services

Further information about TourCert services, such as TourCert Certification, TourCert Qualified, educational content and products provided by TourCert, the certification process, brand usage, and process conditions, can be found at https://tourcert.org/en/

Payment Terms

Payments are accepted by credit card (American Express, MasterCard, Visa, or Discover), PayPal, or bank transfer. In all cases, payment is due within 14 days after receipt of the invoice.
We reserve the right not to offer certain payment methods for every order or engagement and to refer customers to alternative payment methods. There is no entitlement to a specific payment method.
If the customer fails to meet their payment obligations by the due date, TourCert may charge default

interest amounting to 5 percentage points above the base interest rate in accordance with Section 288 in conjunction with Section 247 of the German Civil Code (BGB). In addition, the customer is obliged to compensate any other verifiable damages resulting from the delay. Furthermore, TourCert is entitled to terminate the contract without notice and without further justification.

Scope of Payment Area

We accept payments worldwide. Under no circumstances, however, shall TourCert gGmbH bear the costs of money transfers.

Creditcard & Paypal

In the case of payment by credit card or PayPal, the time of payment corresponds to the time of the order.
When using the payment service provider PayPal, payment processing is carried out via PayPal (Europe) S.à r.l. et Cie, S.C.A., 22–24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal terms of use available at www.paypal.com. This requires, among other things, that the customer opens or already maintains a PayPal account.
In the case of payment by credit card, payment is processed by Mollie B.V., Keizersgracht 126, 1015 CW Amsterdam, Netherlands, in accordance with the Mollie terms of use available at www.mollie.com. Mollie collects the invoice amount from the customer's specified credit card or bank account. In the event of assignment, payment can only be made with debt-discharging effect to Mollie.
TourCert gGmbH remains responsible for general customer inquiries, such as service provision, complaints, declarations of withdrawal, deliveries, or credits, even if payment by credit card or PayPal has been selected.

Bank Transfer

If you choose payment by bank transfer, you only require your account number, bank code, PIN, and TAN. The purchase amount will be transferred directly to the bank account of TourCert gGmbH.
Only any fees charged by your own bank (transfer fees) may apply. International money transfers may incur additional charges. The bank details of TourCert gGmbH can be found on the invoice.

Right of Withdrawal

As the products of TourCert gGmbH are intangible goods such as webinars, workshops, audits, coaching sessions, etc., there is no shipping or shopping cart. Accordingly, the customer cannot exercise any right of withdrawal.

Refunds

No refunds will be granted for paid and valid invoices issued by TourCert gGmbH.

Confidentiality

Neither party nor any of its representatives shall disclose information regarding the agreed terms or any other information concerning the contract and its payment conditions to third parties without the prior written consent of the other party.

Place of Jurisdiction

Place of jurisdiction and registration court: Local Court of Stuttgart (www.tourcert.org/impressum/).