



European Cultural Point
Regulatory and Organizational Manual

2022

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1. Scope

1.1 These General Terms and Conditions shall apply to workshops, seminars, conferences, events, courses and training – hereinafter referred to as course – conducted by European Cultural Point OU, hereinafter referred to as the Organizer.

2. Admission

2.1 The courses of the Organizer are open to all interested parties, provided that they have the required qualifications as required in the service description. Insofar as admission requirements are explicitly necessary for the participation in training courses or examinations, the organizer is entitled to demand the submission of the required documents.

3. Registration

3.1. Registration is available online and off-line. Either an email to the Organizer or the online application form on the Organizer's website is required for registration. The Organizer reserves the right to deny registration. If a registration fee is required and the registration is denied, the registration fee will be reimbursed after subtracting any costs spent by the Organizer.

3.2. Participants should receive written confirmation of registration with detailed information on the course for which they have registered (venue, date, and time of events) no later than 14 days prior to the start of the course.

3.3. Organizer reserves the right to cancel the course if the number of confirmed registrations is insufficient.

3.4 There is no right of attendance for classes with limited enrollment. After complete payment of the course price, a participant's registration cannot be deferred unless a separate contract is established in writing.

4. Fees

4.1 All fees are net fees, that is, they are subject to value-added tax or any other applicable national taxes of the country in which the course is conducted.

4.2 The tuition fees for courses held at the premises of the Organizer include the use of training systems and student kits.

5. Classes

5.1 The Organizer reserves the right to change or reschedule the agenda and/or replace instructors, provided the objective of the course is not fundamentally changed by doing so. Organizer has right for contracting a third party to conduct sessions and is free to choose any consultant for such purposes directly from Estonian market and then organizer is entitled to transfer the duties of the 'Terms and Conditions' to a third party to perform and to change the contents of training sessions as long as the objective of the training is not compromised.

5.2 The Organizer reserves the right to alter the training location and mode. For instance, traditional training can be converted to an online format. Additionally, the Organizer can make reasonable adjustments to the duration of the class.

6. Obligations of the participant

6.1 The participant agrees to abide by the house rules in effect at the location where the class is held. They are obligated to attend class on a regular basis and to obey the instructions of the teaching and/or training staff, as well as the representatives of the Organizer and the Organizer's agents. Participants must refrain from any actions that could impede the class's execution.

7. Cancellations

7.1. Cancellations must be communicated to the Organizer in paper and/or electronic format, and students/participants must pay the associated fee.

7.2. Cancellation charges are as follows: If the participants/students give a cancellation notice later than seven working days before to the start of the course, they will be required to pay 50% of the course fee in addition to any applicable taxes. In all other circumstances, the whole amount must be paid to the Organizer. fee

7.3. In the event that Organizer cancels a course due to force majeure or other unforeseeable circumstances (such as an instructor's accident or illness), Organizer's liability is limited to refunding course fees after deducting overhead charges (such as premises rent, instructor fees) to those participants who have paid the full course fee. The Organizer is not responsible for travel or hotel costs. In the event that participants choose to pay the course fee in instalments, only the most recent instalment will be returned, less any applicable fees, and without regard to any earlier instalments.

7.4 In addition to severe disruption of the class, repeated unexcused absences, late payment, and withdrawal or revocation of sponsorship by another payer covering the charge for services given, the Organizer may terminate enrollment without prior notice.

8. Re-registration

8.1 After immediately cancelling the course, if the participants wish to re-enroll, a separate agreement will apply if they have already paid for the course and any associated fees.

9. Private courses

9.1 Private courses are those which meet at least one of the following criteria:

- a) The course content is designed specifically to the client's requirements.
- b) The course is held for a closed group of participants.
- c) The course takes place on the client's premises or as an in-house seminar on the premises of the Organizer.

9.2 Private courses are exempt from the cancellation fees outlined in Section 7.2. After payment of the course cost, cancellations and refunds are not permitted for private courses.

9.3 In the case that a private course is cancelled, the Organizer retains the right to charge for any expenditures incurred. This also includes the instructor's potential income loss.

9.4 The Organizer maintains the right to bill the participants for any fees incurred as a result of postponements of course dates and/or changes to the course venue caused by the participants.

10. Partner courses

10.1 Classes held by third party vendors and partners of the Organizer are governed by the general terms and conditions of the respective organizations in place at the time of registration.

11. Learning materials

11.1 Learning materials shall be made available on the date-specific website. The Organizer shall offer an access code, valid on the corresponding platform, for this purpose.

11.2 Participants are responsible for gaining access to the appropriate platform for the learning materials in accordance with the instructors' instructions and their membership length, if applicable. The Organizer is not liable if e-learning cannot be utilized as intended owing to participant inaccessibility. Participants must abide by the rule that it is their responsibility to ensure that the learning infrastructure (including laptops, Internet connections, etc.) is convenient for their needs.

12. Instructor Led Online Classroom Trainings

12.1 In training types such as Instructor-Led Online (ILO) classroom instruction, participants can remotely access the course over the internet via a web application. Either as pure online events ILO or as hybrid courses in which online participants can connect remotely to a course with on-site attendees. During the session, audio and video content may originate from participants, the trainer, or others. Participants are prohibited from recording or filming classes.

12.2 Participants in the classroom who register for a course consent to the transmission of audio, video, and screen content from the classroom to the online participants. The Organizer reserves the right to record and archive these classes for future reference.

12.3 The participant acknowledges the Organizer's copyright, and all online and offline training documentation and materials are meant solely for the participant's academic use.

13. Terms of Payment

13.1 The quoted prices are subject to tax and are payable immediately without deductions on receipt of invoice.

13.2 The payment costs, in particular for wire transfers from abroad, shall be borne by the participant. All bank transfer fees must be paid in full by the participants.

13.3 The organizer accepts payment by bank transfer or credit card only.

14. Warranty

14.1 If participants are not completely satisfied with the training after the first day, they must contact the Organizer within the first two classes. The Organizer will make every effort to take the situation sincerely and will also take steps to resolve it as soon as reasonable. However, after the first two lessons, the Organizer will no longer consider such a request, but will use the information as instructor feedback.

14.2 In the event that a participant cancels their enrollment after the first class, the Organizer reserves the right to charge the participant the total cost of the course.

15. Copyrights

15.1 All rights reserved, including the rights to translate, reprint, and copy training documents and parts thereof. Processing, copying, distributing, or public rendering of training documents in whole or in part in any form or by any means electronic, mechanical, photocopying, microfiche, recording or otherwise without our prior written consent is prohibited. This applies in particular to use of these materials for training purposes.

15.2 Recording or filming any content of a course run by organizer is prohibited.

16. Liability

16.1 Any liability for claims against the Organizer or its vicarious agents, in particular, claims of compensation for consequential damages, irrespective of legal foundation, such as business interruption or stoppage, loss of earnings or profits, data loss, and so forth, are excluded. The Organizer is not liable for any belongings that the participant brings to a course.

17. Place of performance / venue

17.1 The location of the class, as announced in writing to the participant, shall serve as the site of performance. All legal problems are litigated in Estonia.

18. Processing personal data and Data Protection

18.1 Basic information on data processing and legal bases

a. The following provisions will inform participants about the type, scope and purpose of the processing of personal data within the Organizer's course offering. The participant agrees to the processing of his or her data, as far as this is within the scope of the purpose of the legal relationship.

b. The terms used, such as personal data or their processing, refer to the definitions in Art. 4 of the General Data Protection Regulation (GDPR).

c. The personal data of participants processed in the course offer includes participant records (e.g. names and addresses), contract data (e.g. services used, names of agents, payment information), usage data (e.g. interest in Organizer's products) and content data.

d. The Organizer process personal data of participants only in compliance with the relevant data protection regulations. This means that participant data will only be processed only if a legal permission has been obtained. In particular, if the data is processed for the fulfilment of the Organizer's contractual services (e.g. processing of orders), or is required by law. In addition, participant data will be processed if the user has given his or her consent, or on the basis of the Organizer's legitimate interests (i.e. interest in the analysis, optimization and economic operation and security of course offering within the context of Art. 6 (1) (f). GDPR).

e. The Organizer points out that the legal basis of the consent is Art. 6 (1) (a) and Art. 7 GDPR, the legal basis for the processing for the fulfilment of its services and implementation of contractual measures is Art. 6 (1) (b) GDPR, the legal basis for processing

to fulfil the Organizer's legal obligations is Art. 6 (1)(c) GDPR and the legal basis for processing to protect the Organizer's legitimate interests is Art. 6 (1)(f) GDPR.

18.2 Safety precautions

a. The Organizer takes organizational, contractual and technical security measures seriously, in accordance with current technical capabilities. This is to ensure that the regulations of data protection laws are observed, and thus protect the data processed against accidental or intentional manipulation, loss, destruction, or access by any unauthorized persons

18.3 Transfer of personal data to third parties

a. Data will only be passed on to third parties within the framework of legal requirements. The Organizer only pass on user data to third parties if, for example, this is necessary for contractual purposes on the basis of Art. 6 (1)(b) GDPR or on the basis of legitimate interests pursuant to Art. 6 (1)(f) GDPR on economic and effective business operations.

b. If the Organizer uses subcontractors to provide its services, the Organizer takes appropriate legal precautions, technical and organizational measures to ensure the protection of personal data in accordance with legal regulations.

c. If content, tools or other means from external providers (hereinafter jointly referred to as third party providers) are used within the scope of the Organizer's course offering, it is to be assumed that data is transferred to the country in which the third provider has their registered office.

Should data be transferred to a third country or an international organization, it will be ensured before the transfer of the data that suitable guarantees in accordance with law. Third countries are considered to be where GDPR is not directly applicable, i.e. in principle countries outside of the EU or the European Economic Area.

18.4 Performance of contractual services

a. The Organizer processes participant records (e.g. names and addresses as well as contact data of users), contract data (e.g. services used, names of contact persons, payment information) for the purpose of fulfilling our contractual obligations and services pursuant to Art. 6 (1)(b) GDPR.

b. If participants create an account on the portal and utilise the web platform, they are considered users. Users can opt to create their own user account. During the registration process, the required information will be communicated to the user. The user accounts are not made public and cannot be indexed by search engines. If user terminate their account, their data will be deleted, subject to storage for commercial or tax reasons according to Art. 6 (1)(c) GDPR. It is the user's responsibility to save their data, before the end of the contract, if they have given notice of termination. The Organizer is entitled to irretrievably delete all user data stored during the term of the contract.

18.5 Establishing contact

a. When contacting the Organizer (via contact forms or e-mail), the user's details are processed for conducting the enquiry request and its handling in accordance with Art. 6 (1)(b) GDPR.

b. Such user information can be stored in the Organizer's Participant Relationship Management System (or, CRM System).

c. The Organizer can use an internal CRM system based on its legitimate interests, such as an efficient participant management.

18.6 Rights of users

a. Users have the right, upon request and free of charge, to receive information about the personal data that we have stored about them.

b. In addition, users have the right to correct inaccurate data, to limit the processing and deletion of their personal data, if applicable, to assert their rights to data portability and, in the event of the assumption of unlawful data processing, to file a complaint with the competent supervisory authority.

c. Likewise, users can revoke consent at any time.

18.7 Deletion of data

a. The data stored by the Organizer will be deleted as soon as it is no longer required for its intended purpose and there are no legal obligations to keep it in safekeeping. If the user's data is not deleted because it is necessary for legally permissible purposes, their processing is restricted. This means that the data is blocked and not processed for other purposes. This applies, for example, to user data that must be retained for commercial or tax reasons.

b. According to legislative requirements, records are retained for the required number of years.

18.8 Right of objection

Users can object to any future processing of their personal data in accordance with legal requirements at any time. The objection may be lodged against any processing for direct marketing purposes. If participants have questions about the data protection policy, they may contact the Organizer's data protection specialists by official email at any time.

19. Quality assurance

19.1 Course information can be found on the Organizer's Course calendar, which is accessible through the organizer's website. All Course -related modifications are updated on the organizer's website.

19.2 The Organizer makes every effort to match course groups with as many comparable learning requirements as feasible. Throughout the course, the Organizer makes every effort to establish a friendly learning atmosphere. The objective is to guarantee the participant's individual growth during the study, to sustain desire for learning, and to completely support the participants' subsequent autonomous learning.

19.3 The size of the course group is determined by the content of the Course in order to guarantee the participant's individual growth and retention of learning motivation throughout the course.

19.4 The Organizer conducts classes in study rooms that adhere to all applicable occupational health and safety regulations. The course rooms are outfitted with cutting-edge presenting technology. Adult-sized tables and chairs enable the course room's furnishings to be arranged according to the requirement to employ a variety of teaching techniques.

19.5 For each classes, participants get study materials and handouts based on the curriculum description. In most cases, the Course handout is printed on paper. Other media may be utilized with the participant's consent. The study materials (handouts) are current, of an acceptable level of difficulty, and contribute to the accomplishment of the course objective. Each participant completes an own study portfolio. The Organizer utilizes lecturer-created handouts and a variety of current and relevant published works. The study resources assist trainees in pursuing further independent learning. The study materials and tools have been created and/or used in compliance with applicable copyright laws and do not infringe on the author's personal or property rights.

19.6 To conduct the course, the organizer guarantees the availability of the required number of trainers/lecturers with the appropriate credentials, studies, and/or work experience as specified in the curriculum.

19.7 The learning environment is adequate and of high quality for conducting course and attaining the curriculum's objectives and learning outcomes. When conducting lessons and communicating, the trainer is guided by values such as openness, honesty, and helpfulness.

19.8 The organizer develops, analyzes, and continually improves its management system in accordance with relevant legislation, and invites input from experts and academicians.

19.9 Each trainer has a professional degree or professional qualification in the subject being studied, as well as expertise in teaching adults. The trainers at the training facility have higher education and practical experience in the area of instruction. Each trainer teaches theoretical concepts via the use of many practical examples.

19.10 After the training, the trainers' performance is assessed based on participant comments, both oral and written. When necessary, trainer improvements are suggested. The

Organizer recommends modifications to the trainer based on the study of feedback evaluations gathered throughout training. If the Organizer receives repeated negative remarks in the feedback evaluations, it will consider replacing the trainer. At the conclusion of the training, each participant completes a trainer's feedback form, which includes an assessment/opinion on the training's content, lecturer(s), and training organization. While developing the questionnaire, it is possible to provide brief explanations/reasons for recommendations for improving the training. The surveys are confidential and may be returned to the organizer in any manner desired by the trainee.

20. Certification

20.1 A certificate is a document attesting to a person's completion of a course that is given if the individual's attainment of learning outcomes was evaluated during the course and the individual met all of the learning outcomes needed to complete the program. A person is given a certificate of participation in or completion of a course if their attainment of learning objectives was not evaluated during the training or if they did not achieve all of the learning outcomes needed for curriculum completion.

20.2 The certificate and attestation shall contain the following information: the participant's name and date of birth, the organizer's name and registry code, the curriculum's name, the course's duration and volume, the location and date of the certificate's issuance, the certificate's number, and the trainers' names. Additionally, the certificate or its appendix may specify the learning outcomes achieved and the method for evaluating their accomplishment (for example, an examination, test, practical work or similar). The certificate and attestation must be signed in accordance with the process provided by relevant legislation and the organizer's management board.