

General Terms and Conditions (GTC)

World of Swing Koch & Kaufer GbR
As of: 13 December 2025 (v15)

§ 1 Scope

These General Terms and Conditions (GTC) apply to all offers, services and deliveries of World of Swing Koch & Kaufer GbR ("World of Swing") to consumers and business customers. We shall recognize deviating terms only if we have expressly agreed to their validity in writing.

§ 2 Contract language, contract documents and technical steps

2.1 Applicability and availability of the contract documents

You can view these General Terms and Conditions at any time on our website. In addition, we provide the GTC as a PDF file for download. You can download, save and print the GTC. To open the PDF files, you need a common PDF reader.

The German version can be found at www.worldofswing.de/WOS-AGB.pdf, the English version at www.worldofswing.de/WOS-TC.pdf.

2.2 Contract language

The contract language available for concluding the contract is German or English, depending on the language version of our online offering used in each case.

2.3 Technical steps

The ordering process in the online shop comprises the following technical steps: selection of products or services → add to cart → enter customer data → select payment method → review order details → binding order.

2.4 Options for correction

Before submitting the order, you can change all entries at any time using the provided correction functions (e.g. "Back" button, "Edit cart") or cancel the ordering process.

2.5 Authoritative version

For the interpretation of the contract and the legal assessment of the contract, the German version of these General Terms and Conditions shall be the sole authoritative version, regardless of the language version used.

2.6 Choice of law

German law shall apply even to customers residing outside Germany. Mandatory consumer protection provisions of the state in which the consumer has his/her habitual residence remain unaffected.

§ 3 Provider information

World of Swing Koch & Kaufer GbR
Sonnenstr. 12 b
80331 Munich
Germany

Phone: +49 (89) 543 44 150
E-mail: info@worldofswing.com
Web: www.worldofswing.de

Represented by its partners:
Marcus Koch, Adams-Lehmann-Str. 34, 80797 Munich
Barbara Kaufer, Georgenstr. 49, 80799 Munich

VAT identification number: DE 213 514 547

§ 4 Conclusion of contract

4.1 General

A contract may be concluded online (e.g. via our website), in writing, by telephone or in person in the store. Contracts concluded in the store are binding.

4.2 Distance selling (internet, e-mail, telephone)

If you place a booking or order with World of Swing by way of distance communication (e.g. via internet, e-mail or telephone), you submit a binding offer to conclude a contract for the selected service, event or – if offered – goods.

After receipt of your booking or order, you will receive a booking or order confirmation by e-mail in which we confirm receipt of your booking and list the details. **Upon receipt of this booking or order confirmation, a binding contract is concluded**, unless otherwise stipulated in these GTC.

The confirmation contains the essential contractual data, in particular the type of booked service, date, location, price and, if applicable, participation requirements.

If a service or event exceptionally cannot be carried out (e.g. due to force majeure, illness of instructors, official orders or an **insufficient number of participants**), we will inform you without undue delay and fully refund any payments already made. No further claims shall exist in this case, unless there is willful intent or gross negligence, subject to mandatory statutory claims.

4.3 Online orders

On our website, you can select products, courses, tickets and other services and place them in the virtual shopping cart. Before submitting the order, you can review all details at any time, change them or cancel the ordering process.

By clicking the button “Book with obligation to pay”, “Buy ticket bindingly” or an equally clear label, you place a binding booking or order for the services in the cart and accept these GTC.

§ 5 Customer information obligations

1. You are obliged to provide complete and truthful information when placing an order.
2. If you provide incomplete or incorrect information (in particular an incorrect e-mail address or postal address), World of Swing may, if a contract has been concluded, withdraw from the contract.
3. If a delivery cannot be made due to incorrect address details, any additional costs incurred as a result (e.g. return shipping costs, renewed shipping costs) may be charged to you.
4. After receipt of your order, we will send you an order confirmation to the e-mail address you provided. Please contact us at bestellung@worldofswing.com if this e-mail does not reach you within 4 hours after completing the order.
5. Please ensure that your e-mail account is reachable and that e-mails from World of Swing are not blocked by filter settings, forwarding rules, a full mailbox or deactivation.

§ 6 Right of withdrawal

Supplementary information on exercising, complying with and handling the right of withdrawal can also be found in our customer information (www.worldofswing.de/WOS-KundenInformationen.pdf), which is made available to you during the ordering process and transmitted with the order confirmation on a durable medium.

Notice of withdrawal

Right of withdrawal

You have the right to withdraw from distance contracts for goods or services within **14 days** without giving any reason, unless a statutory exclusion of the right of withdrawal applies.

The withdrawal period begins

- for **services**, on the day the contract is concluded,
- for **delivery of goods**, on the day on which you or a third party named by you who is not the carrier takes possession of the goods. In the case of partial deliveries, the period begins upon receipt of the last partial delivery.

No right of withdrawal in certain cases

A right of withdrawal exists in particular not:

- for contracts for the provision of services in connection with leisure activities (e.g. courses, workshops, seminars) if the contract provides for a specific date or period for performance (§ 312g para. 2 no. 9 German Civil Code – BGB),
- for sealed audio or video recordings (e.g. CDs, DVDs) or sealed software if the seal has been removed after delivery,
- for goods which are not suitable for return for health protection or hygiene reasons if their seal has been

- removed after delivery,
- for custom-made items or goods produced according to customer specifications or clearly tailored to personal needs,
- for orders placed by commercial customers if the contract is concluded in the course of a commercial or self-employed professional activity.

The statutory exclusion of the right of withdrawal for contracts for leisure events with a fixed date pursuant to § 312g para. 2 no. 9 BGB remains unaffected.

Exercising the withdrawal

To exercise your right of withdrawal, you must inform us by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract.

You may also use the model withdrawal form at www.worldofswing.de/WOS-Widerrufsformular.pdf, but its use is not mandatory.

Please address the withdrawal to:

World of Swing Koch & Kaufer GbR

Sonnenstr. 12 b

80331 Munich

Germany

E-mail: bestellung@worldofswing.com

Consequences of withdrawal

If you withdraw from a contract, we shall reimburse to you all payments received from you, including delivery costs (with the exception of additional costs resulting from your choosing a type of delivery other than the least expensive standard delivery offered by us), without undue delay and at the latest within 14 days from the day on which the notification of your withdrawal from this contract has reached us.

For this reimbursement, we will use the same means of payment as you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this reimbursement.

You shall bear the direct costs of returning the goods in the event of withdrawal.

This does not apply if the return is due to a defect in the goods, an incorrect delivery, or another error for which we are responsible. In these cases, we will of course bear the costs of the return shipment.

You only have to pay for any diminished value of the goods if this loss in value is due to handling that is not necessary to check the nature, characteristics and functioning of the goods.

If you requested that we begin providing services during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of the services already provided up to the point in time at which you inform us of the exercise of the right of withdrawal with regard to this contract, in relation to the total scope of the services provided for in the contract.

The right of withdrawal expires early in the case of a contract for the provision of services if we have fully performed the service and you expressly consented in advance that we begin performing the service before the expiry of the withdrawal period, and at the same time confirmed that you lose your right of withdrawal upon full performance of the contract.

End of the notice of withdrawal

§ 7 Products, digital content, services and prices

7.1 Description of services

The essential characteristics of our goods, services, events and any digital content or digital services offered, if applicable, result from the respective product, course or event descriptions on our website or in other offers.

Minor deviations from illustrations (e.g. colors, packaging, layout) are possible and do not constitute a defect, provided they are reasonable for you.

7.2 Digital content and digital services

In addition to goods and in-person events, World of Swing may also offer digital content or digital services (e.g. videos, online courses or digital learning materials).

Digital content is data provided in digital form. Digital services are services that enable the creation, processing or storage of data in digital form.

The type, scope, functioning, technical requirements and, if applicable, any update obligations arise exclusively from the respective product description at the time the contract is concluded.

For consumers, the applicable statutory provisions apply in the event of defects in digital content or digital services.

7.3 Prices and VAT

All prices for non-commercial orders within the EU are inclusive of the applicable statutory value added tax (VAT).

Prices stated for business customers are exclusive of statutory VAT, unless expressly stated otherwise.

7.4 Pricing errors

We cannot rule out pricing errors or typographical errors. In such cases, we will inform you without undue delay and give you the opportunity to adjust the order or withdraw from the contract.

7.5 Cancellation, rebooking and transfer of bookings

There is no right of withdrawal for contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for performance (§ 312g para. 2 no. 9 BGB).

Cancellation of booked courses, workshops, events or tickets is therefore excluded, unless expressly agreed or offered otherwise.

As a gesture of goodwill, World of Swing may allow rebooking to another course or workshop. There is no entitlement to this. Rebooking requires that free places are available in the desired alternative offer. Any price differences must be settled.

The transfer of a booking to another person is generally permitted, provided that the substitute person meets the participation requirements. An informal notification by e-mail prior to the start of the event is sufficient.

7.6 Special cancellation conditions for events with tiered pricing

Different cancellation conditions may apply to certain events, in particular multi-day festivals.

In such cases, any cancellation fees depend on the time of cancellation in relation to the start of the event and may amount to up to **100 %** of the booking price.

The applicable cancellation periods and cancellation fees are expressly stated during the booking process, on the respective event page or in the order confirmation and form part of the contract.

The time of receipt of the cancellation declaration by World of Swing is decisive for the calculation of cancellation fees.

Irrespective of any cancellation fees, transferring the booking to another person is permitted, provided that the person meets the participation requirements and we are notified of the change in good time.

§ 8 Payment, due date, default, discounts and delivery

8.1 Payment methods

For internet or distance-selling orders, the standard payment method is advance payment by bank transfer to our bank account.

Where offered, payments can also be made by credit card, debit card, PayPal, SEPA direct debit or other common payment service providers. Payment on invoice is only possible in exceptional cases and by prior arrangement. We do not accept checks.

Cash payment is possible in the store. Card payment (e.g. debit or credit card) is generally offered, but may not be guaranteed in individual cases for technical or organizational reasons. There is no entitlement to card payment.

8.2 Due date for bank transfer

If payment is made by bank transfer, the invoice amount is due within **7 calendar days**, calculated from receipt of the payment request by e-mail. Deviations are only possible by express agreement.

Our bank details will be displayed to you during the ordering process and additionally transmitted by e-mail.

8.3 Fees for means of payment and chargebacks

We do not charge any separate payment fees for the common payment methods we offer (e.g. bank transfer, SEPA direct debit, Mastercard, VISA, PayPal).

If chargebacks or reversals occur due to insufficient funds or incorrect details, we are entitled to charge you the resulting bank fees and costs.

Any fees for currency conversion or international payments outside the SEPA area (e.g. for payments from third countries) shall be borne by the customer.

8.4 Binding nature of the order

By placing an order, you enter into a legally binding payment obligation. An automatic cancellation of the order due to non-payment does not occur.

Even in the event of missing or late payment, all contractual payment obligations remain in force. Statutory consequences

of default, in particular default interest, remain unaffected.

8.5 Cancellation

The provisions in § 7.5 and § 7.6 of these GTC apply with regard to cancellation, rebooking and transfer.

8.6 Default

If the customer is in default of payment, we are entitled to demand default interest at the statutory rate.

For consumers, default interest amounts to **5 percentage points above the base interest rate** pursuant to § 288 para. 1 BGB.

For business customers, default interest amounts to **9 percentage points above the base interest rate** pursuant to § 288 para. 2 BGB.

For consumers, we charge a reasonable reminder fee for each justified reminder. The customer reserves the right to prove that no damage or significantly lesser damage was incurred.

For business customers, we also reserve the right to assert the statutory lump-sum default charge pursuant to § 288 para. 5 BGB.

The assertion of further damages caused by default remains reserved.

8.7 Set-off and retention

You are only entitled to set-off if your counterclaims have been legally established, are undisputed or have been acknowledged by us. You may exercise a right of retention only insofar as your counterclaim is based on the same contractual relationship.

8.8 Delivery

Your order is generally processed immediately after receipt of payment. Delivery takes place, unless otherwise agreed, ex warehouse to the delivery address you specify.

We normally hand over goods to the shipping company commissioned by us (usually Deutsche Post/DHL or Hermes) no later than the second working day after receipt of payment. Delivery times are non-binding unless expressly confirmed as binding.

§ 9 Shipping costs

The shipping costs (including packaging) displayed during the ordering process depend in particular on weight and/or quantity, destination country and shipping method (e.g. standard or premium shipping, if available).

§ 10 Import duties

For deliveries to non-EU countries, import taxes, customs duties and other fees may apply, which you must bear.

§ 11 Reservation regarding performance and delivery

We reserve the right to refrain from delivering goods or providing services or holding events if this is not possible for reasons beyond our control.

In this case, we will inform you without undue delay and refund payments already received.

§ 12 Retention of title

The delivered goods remain our property until the invoice amount has been paid in full.

This provision applies exclusively to physical goods. There is no retention of title for services and for digital content and digital services.

§ 13 Warranty and liability

(1) Statutory warranty rights

The statutory warranty rights apply to all goods delivered and services provided by us.

(2) Warranty period for consumers

For consumers, the statutory warranty period for goods is two years from delivery.

(3) Note regarding transport damage

Please check the goods received immediately upon receipt for obvious defects and transport damage. We ask you to notify us of obvious defects or damage as soon as possible so that we can clarify the matter quickly and find a solution for you. **Your statutory warranty rights remain fully unaffected even if you do not comply with this request.**

Notification may be made in writing, by telephone or by e-mail:

World of Swing Koch & Kaufer GbR

Sonnenstr. 12 b

80331 Munich

Phone: +49 (89) 543 44 150

E-mail: reklamation@worldofswing.com

(4) Liability – unlimited

We are liable without limitation for damages arising from injury to life, body or health that are based on an intentional or negligent breach of duty by us, our legal representatives or vicarious agents. We are also liable without limitation in cases of intent and gross negligence and pursuant to the provisions of the Product Liability Act.

(5) Liability for slight negligence (cardinal obligations)

In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely, our liability is limited to the foreseeable damage typical for the contract.

(6) Liability otherwise

Otherwise, liability for damages caused by slight negligence is excluded.

(7) No exclusion where mandatory law applies

The above limitations of liability do not apply insofar as mandatory statutory provisions conflict with them.

(8) Contributory negligence / improper handling

We are not liable for damages insofar as the damage is due to improper handling, improper use or normal wear and tear and we are not at fault.

§ 14 Data protection

The protection of your personal data is important to us. We collect, process and use personal data exclusively within the framework of the statutory provisions, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

We use the data you provide when placing an order or booking to process contracts, deliver goods, conduct courses, workshops, seminars and events, process payments (including any required checks) and maintain the customer relationship.

In addition, we use your data to communicate with you about orders, bookings, products, services or organizational changes (e.g. rescheduled dates) and for the technical and content-related further development of our offering.

Your personal data will only be passed on to third parties insofar as this is necessary for the performance of the contract (e.g. shipping and payment service providers) or we are legally obliged to do so. There is no disclosure for advertising purposes and no sale or rental of your data.

Detailed information on the type, scope, purpose and legal bases of the processing of personal data as well as your rights (e.g. access, rectification, erasure, restriction of processing, data portability and objection) can be found in our privacy policy.

It is available on our website at www.worldofswing.de/WOS-Datenschutz.pdf.

§ 15 Applicable law, place of jurisdiction, language version

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

For consumers, this choice of law applies only insofar as it does not restrict the protection afforded by mandatory provisions of the law of the state in which the consumer has his/her habitual residence.

For business customers, German law applies without restriction.

In the event of linguistic discrepancies or questions of interpretation between different language versions of our website, GTC and associated documents, the German version shall prevail.

§ 16 Consumer dispute resolution

We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

Final provisions

We reserve the right to amend these GTC at any time with effect for the future. For orders already concluded, the GTC valid at the time of the order shall apply.

Should individual provisions of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provision shall replace the invalid or unenforceable provision.

End of the General Terms and Conditions (GTC)