



## **General terms and conditions**

### **§ 1 Subject matter of the contract and services**

(1) The subject matter is based on the offer for seminars, coaching and/or consulting services submitted by schainundkuchenbrandt and the offer selected from the range of services. schainundkuchenbrandt offers both individual and group appointments for seminars, coaching and/or consulting services.

(2) Within the scope of the subject matter, schainundkuchenbrandt determines and is responsible for how the contract is executed. Changes to the scope of services after the start of the agreed measure are only possible in writing and by mutual agreement. schainundkuchenbrandt has the right to reject short-term change requests the client may make that cannot be realized.

(3) schainundkuchenbrandt undertakes to carefully perform the contractually agreed services in accordance with the standards of proper professional practice.

(4) Written offers submitted for seminars, coaching and/or consulting services shall remain valid for two weeks, unless they are replaced by new versions as a result of renegotiations.

### **§ 2 Cancellation conditions for group appointments (external clients)**

(1) We would like to ask all clients to let us know as soon as possible if an appointment must be postponed or canceled. Appointments can be canceled free of charge up to 14 days before the agreed date. As our appointments are usually made a long time in advance, appointments canceled at short notice will result in loss of fees. Therefore, we will charge the agreed fee in full if an appointment is canceled less than 14 days in advance.



### **§ 3 Cancellation conditions for individual appointments**

(I) We would like to ask all clients to let us know as soon as possible if an appointment must be postponed or canceled. Appointments can be canceled free of charge up to 24 hours before the agreed appointment. As our appointments are usually made a long time in advance, appointments canceled at short notice will result in loss of fees. Therefore, we will charge the agreed fee in full if an appointment is canceled less than 24 hours in advance.

### **§ 4 Unforeseeable cancellation**

(I) In the event that schainundkuchenbrandt cancels a seminar due to illness, force majeure or other unforeseen events, the client shall not be entitled to claim that the seminar be held. The client has no right to compensation for travel and accommodation costs or loss of working hours.

schainundkuchenbrandt shall not be held liable for indirect damage and claims of third parties.

### **§ 5 Deadlines**

(I) If deadlines are agreed, the deadline shall commence as soon as the contracting parties have agreed on all essential details of the project and the client has provided schainundkuchenbrandt with all documents or other information to be provided under the contract.

### **§ 6 Confidentiality**

(I) schainundkuchenbrandt undertakes to treat as confidential any business and personal information disclosed during the agreed service.

### **§ 7 Copyright**

(I) Clients as well as participants in seminars, coaching and/or consulting services may solely use the documents provided by schainundkuchenbrandt and the results of their services for personal or business purposes. They shall take all steps necessary to ensure that the said information will not be passed on, published or sold to third parties (not even in excerpts) without the written consent of schainundkuchenbrandt, except as may be agreed separately in writing. The copyright remains with

schainundkuchenbrandt.

## **§ 8 Obligations of the client**

(1) The client of seminars, coaching and/or consulting services undertakes to provide schainundkuchenbrandt with the support agreed in the offer and in particular to provide the information required within the scope of the subject matter. The client shall provide appropriate working facilities at the project location; in particular, he/she shall provide suitable premises and, by agreement, the technological equipment necessary for schainundkuchenbrandt's services (e.g., flip chart, projector, mobile screens).

## **§ 9 Remuneration**

(1) schainundkuchenbrandt calculates the services according to the previously agreed daily or hourly fees. Travel time is not considered working time. Break time is considered working time.

(2) The client bears the costs of accommodation of schainundkuchenbrandt as well as the costs of travel to and from the project location, except as may be agreed separately between the parties.

(3) All agreed fees shall be understood as net prices plus 19% VAT (VAT shall not apply if the university / institution issues a certificate stating that this service is exempt from VAT in accordance with § 4 No. 2 I b UStG).

(4) Accounting takes place after completion of the service. If the service extends over a longer period of time, accounting takes place after completion of each partial service.

(5) Travel costs and expenses to be reimbursed shall be invoiced separately after completion of the service, unless expressly agreed otherwise in writing.

(6) All invoices are payable without deduction four weeks after receipt of invoice. The offset or assertion of rights of retention against due fee claims of schainundkuchenbrandt is only permitted if the client's claim is undisputed or legally binding. If the invoice amount has not been received within four weeks of the invoice date, schainundkuchenbrandt shall be entitled to charge default interest without



any additional reminder.

## **§ 10 Performance evaluations**

(1) schainundkuchenbrandt shall subject its contractual services to continuous evaluation. Evaluation forms shall be made available to the participants. Complaints of any kind shall not lead to a reduction in remuneration but shall be discussed with the client if promptly notified.

## **§ 11 Liability**

(1) Participation in the training, consulting and coaching sessions is at the participant's own risk and responsibility. The client and the participants expressly acknowledge that they assume full responsibility for themselves and their actions in and outside the sessions.

## **§ 12 Place of jurisdiction**

(1) The place of jurisdiction shall be Leipzig.

## **§ 13 Severability**

(1) Written agreements shall replace all previous agreements on their subject matter. Contract amendments, supplements and subsidiary agreements must be made in writing, unless otherwise stipulated in these GTCs. The client's terms and conditions of purchase shall not apply.

(2) The assignment of claims arising from a contract with schainundkuchenbrandt is prohibited.

(3) A contract concluded with schainundkuchenbrandt shall be subject to German law.

(4) If a provision of this agreement is or becomes legally invalid, the validity of the remainder of the agreement shall not be affected thereby.

Leipzig, September 07, 2023