

General Terms and Conditions Coaching

1. General

The provider carries out coaching in accordance with these General Terms and Conditions (GTC). With the assignment, these terms and conditions are considered accepted by the client (= client).

The concluded contracts are service contracts in accordance with Art. 611 of the German Civil Code (BGB), unless expressly agreed otherwise. The subject of the contract is therefore the provision of the agreed services, not the achievement of a particular result. In particular, the provider does not owe a certain economic result. The opinions and recommendations provided by the coach prepare the entrepreneurial decision of the client. They can in no case replace it.

2. Offers, Fees

Submissions given by the provider are subject to change and do not represent an offer according to Art. 145 BGB. The order by the client represents the offer according to § 145 BGB, which the provider can accept within three weeks after receipt. For coaching and consulting services, the fees and expenses specified in the coaching or consulting agreement will be charged.

The dates for coaching will be agreed upon between the coach and the client according to mutual availability. Regardless of any third-party cost commitment, the client is the debtor of the coaching or consulting fee.

Unless otherwise agreed, the fee is due upon receipt of the invoice and without deduction.

3. Cancellation and postponement of appointments for good cause.

The provider is entitled to postpone or cancel the agreed coaching sessions in case of an important reason, e.g. illness or accident. The postponement or cancellation will be made immediately after the important reason becomes known. In the case of a justified cancellation or postponement according to sentence 1, the client has no right of reduction or withdrawal. The affected date will be rescheduled in agreement between the parties. The right of the parties to terminate the contract according to § 10 remains unaffected.

4. Copyright

All documents handed over to the client are included in the stipulated fee, unless otherwise regulated by the parties. The documents are only for the personal use of the client.

The copyright to the coaching concepts and documents belongs solely to the provider. The client is not permitted to reproduce the documents in whole or in part and/or make them accessible to third parties without written consent. Publication, even in part, is prohibited.

5. Insurance coverage

Coaching is not psychotherapy and cannot replace it. Participation requires a normal mental and physical resilience. For the concrete distinction, § 9 shall apply.

The organizer of team coaching, seminars, workshops, etc. is always the client. The participants therefore have no insurance coverage by the provider resp. provider's insurer.

6. Liability

The provider is liable - regardless of the legal basis - only insofar as the damage was caused by intentional or negligent breach of a material contractual obligation or is due to intent or gross negligence. A contractual obligation is material, if the fulfillment of it is required to achieve the proper execution of the contract and if the client may regularly rely on the compliance with the obligation. If the Provider is liable for the breach of a material contractual obligation without intent or gross negligence, the liability shall be limited to the damage that the Provider typically could expect at the time of the conclusion of the contract based on the circumstances known to him at that time.

These limitations of liability shall also apply in favor of the Provider's agents.

Any liability, which is (I) based on the absence of warranted characteristics, (II) based on the Product Liability Act or for bodily injury (ProdHaftG), or (III) resulting from injury to life, body or health shall remain unaffected.

7. Confidentiality

The Provider undertakes to maintain confidentiality vis-à-vis third parties regarding all operational, business, and private matters of the Client that become known in the course of the coaching, even after the termination of the contract. Furthermore, the Provider undertakes to carefully store the documents provided for the purpose of the consulting activity and to protect them against inspection by third parties.

8. Obligation of the client to cooperate

Coaching is carried out on the basis of the preparatory discussions held between the parties. It is based on cooperation and mutual trust. Coaching is a free, active and self-responsible process and a certain success cannot be guaranteed. The provider stands by the client as a process facilitator and as support

for decisions and changes - the actual change work is done by the client. The client's willingness and openness to deal with himself and his situation is a prerequisite for coaching as a duty to cooperate.

In the event of violations of the client's obligation to cooperate, the provider is entitled to suspend the coaching.

9. Differentiation from psychotherapy

Coaching is not therapy and does not replace it. Coaching is based on a coach-client relationship, which is characterized by a cooperative partnership, clearly distinguishing the role of the coach from therapists and doctors.

Psychotherapy is problem and symptom oriented. Coaching is solution-oriented and focused on the present, future and activity. Psychotherapy is the targeted treatment of a mental illness. Coaching serves the healthy person who is capable of action and self-reflection.

The result of coaching is not the alleviation of psychological complaints, but the individual development of the client, which is accompanied by an increase in his general quality of life.

10. Termination

Both parties are entitled to terminate the contract at any time. In case of an premature cancellation, the fee for the completed coaching sessions is calculated according to time or number of sessions, if so stipulated in the contract. Otherwise, the fee for the completed sessions is calculated according to the ratio of the already completed sessions to the total sessions agreed upon in the contract.

11. Final provision

Should individual provisions of the contract with the Client, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

12. Place of performance and jurisdiction

Place of performance is Rastatt. If the client is a merchant, a legal entity under public law or a special fund under public law, Rastatt is agreed as the exclusive place of jurisdiction for all disputes arising from the contract.

The law of the Federal Republic of Germany shall apply if the Client has his habitual residence in Germany or his habitual residence is in a country that is not a member of the European Union. In the event that the client has his habitual residence in a member state of the European Union, the applicability of

German law shall also apply, whereby mandatory provisions of the state in which he has his habitual residence shall remain unaffected. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.