

## **1. Scope**

- (1) These general terms and conditions apply to all contracts between the coaching provider/seminar organiser eves\_consulting GmbH, hereinafter referred to as "organiser", and its contractual partner, hereinafter referred to as "participant".
- (2) With the conclusion of the contract, the GTC become an essential part of the contract between the contracting parties.
- (3) These GTC apply both to the open seminar offers offered via catalogue and website and to in-house seminars and projects developed with the contractual partner and offered by the organiser.
- (4) The contractual partner shall be notified of any changes to these terms and conditions in writing by e-mail or letter. If this party does not object to the notified change within four weeks of receipt of the notification, the changes shall be deemed accepted. The contractual partner shall be informed separately of the right of objection and the legal consequences of silence in the event of amendments to the GTC.  
The contractual partner expressly acknowledges the validity of these General Terms and Conditions upon conclusion of the contract.

## **2. Open offer**

### **2.1 Offer and assignment**

- (1) A contract with the organizer is concluded by sending and confirming the completed and signed declaration of participation by post, by online registration, by fax, by electronic mail or by verbal agreement.
- (2) Each application shall be confirmed in writing. Upon receipt of this written confirmation, the registration is binding for both parties.
- (3) In the case of a group registration, the applicant is liable for any payment obligations of the registered participants. This does not apply if the registration is made by a person authorized to represent a company. In this case, the company becomes the contractual partner.
- (4) Insofar as the number of participants is limited, registrations will be considered in the order in which they are received.

### **2.2 Contract duration and remuneration**

- (1) The contract begins and ends at the agreed time.
- (2) The participation fee for the respective event is based on the current price of the organizer at the time the contract is concluded.
- (3) All payments are due upon invoicing without any deduction by bank transfer. 30 days after the due dates have been exceeded, the Organiser shall be entitled to interest on arrears at a rate of 2% above the reference interest rate of the European Central Bank in accordance with the Discount Rate Transition Act without further reminder. The right of assertion of additional default costs remains unaffected.
- (4) Cash expenses and special costs incurred by the organizer at the express request of the participant will be charged at cost price.
- (5) All services of the organizer are additionally subject to the legally valid value added tax of 19 %.

### **2.3 Services of the organizer**

- (1) The organizer offers coachings and seminars for executives and employees. An exact description and listing of the range of services will be provided by the organizer at The information shall be disclosed to third parties at his business premises, on his website and in any other media used by him. (2) The scope of services depends on the respective agreement between the organizer and the participant
- (2) There is no entitlement to the holding of an event with a specific trainee. This shall also apply if the event in question has been announced with a specific trainee. The organizer is entitled at any time to replace the announced trainee with an equally qualified trainee(s), e.g. in the event of illness or other breakdown.
- (3) Changes in accordance with item (3) shall not entitle the contractual partner to withdraw from the contract or to reduce the remuneration. In the event of cancellation of an event without substitution, any fees paid shall be refunded in full. Further claims by the contractual partner, in particular claims for damages (e.g. due to cancellation fees for travel and/or hotel costs) are excluded, unless the organizer is responsible for the change or cancellation through gross negligence or intent.
- (4) If individual services are not used by a participant, the organizer reserves the right to charge the entire participation fee. This does not apply if the participant can prove that no damage or only minor damage has occurred.

### **2.4 Termination on the part of the organizer**

- (1) If there is an important reason, in particular an insufficient number of participants, the contract can be terminated in writing by the organizer up to 14 calendar days before the start of the event at the latest. The contract can also be terminated without notice if force majeure (natural disasters, armed conflicts, etc.) makes it impossible to hold the seminar or if the intended trainee is unable to attend due to sudden illness or accident and a substitute trainee is not available. In the aforementioned cases a participation fee will not be charged.
- (2) Further claims are excluded.
- (3) However, the organizer is only entitled to withdraw from the contract if he can explain the circumstances leading to the withdrawal and submit a comparable replacement offer to the participant. Participation fees paid in advance will be refunded immediately or, at the participant's request, used for the replacement offer.

### **2.5 Cancellation by the participant**

- (1) Cancellation by the participant more than 30 calendar days prior to the start of the seminar is free of charge. Cancellation more than 4 weeks before the beginning of the seminar is subject to a compensation payment of 200 Euro. From 2 weeks before the beginning of the seminar, the compensation payment for seminars whose basic price exceeds 400 Euro is 50%.
- (2) If the registration is cancelled from the 7th day before the start of the event, full payment shall be due.
- (3) For seminar blocks that are booked as a whole and are binding, the cancellation fee is 100% of the seminar fee.
- (4) If a registered participant does not take part in the event without effective notice, the full seminar price shall be payable.

## 2.6 Substitute Booking

A substitute booking exists if

- a) another person is sent to the event for a registered participant
- b) the registered participant cannot attend the event (e.g. due to illness). In this case, the contractual partner may rebook the originally booked event once within six months to a new date of the same event.

## 2.7 Conditions

- (1) The prices valid at the time the seminar is held in the print media or on the website shall apply. Unless otherwise stated, the prices include the training documents, the conference lump sum, any evaluations as well as the use of technical equipment and systems. Otherwise, all other costs in connection with participation (e.g. travel, accommodation, parking fees) shall be borne by the contractual partner.
- (2) A temporary participation in an event does not entitle to a price reduction.
- (3) On the prices 19% value added tax is raised.

## 2.8 Terms of payment

- (1) The invoice will be issued no later than 2 weeks before the start of the event. Payments are due without deduction within ten days of receipt of invoice.
- (2) A set-off is only possible with undisputed or legally established claims.
- (3) If the contractual partner is in default, a flat-rate fee of EUR 20.00 shall be payable for each reminder. The contractual partner reserves the right to prove that the organizer has incurred no or only lower costs. The organizer is at liberty to prove higher costs in individual cases.
- (4) Irrespective of further claims by the Organiser, the Contractual Partner shall pay interest at a rate of five percentage points above the base rate of the Deutsche Bundesbank on an outstanding claim during the current default period. The contractual partner reserves the right to prove that the organizer has suffered no or only minor damage.

## 2.9 Right of Withdrawal

Insofar as the contractual partner is a consumer within the meaning of § 13 BGB (German Civil Code) and the contract is concluded with the exclusive use of means of distance communication, the contractual partner shall be entitled to a right of revocation in accordance with §§ 312g, 355 BGB. With regard to the prerequisites and legal consequences of the right of revocation, reference is made to the revocation instructions in the Appendix.

## 2.10 General conditions of participation

The participant shall be in breach of contract if, despite a warning, he/she permanently disrupts the event so that a smooth running of the event cannot be guaranteed. In this case, the organizer reserves the right to exclude the participant from the event. The provider reserves the right to charge the participation fees in full.

### **3. In-house seminars and projects**

#### **3.1 Offer and assignment**

- (1) The organiser shall prepare an offer for each qualification measure.
- (2) The acceptance of the offer by the contracting party shall be effected by means of a form order/order confirmation or in writing, informally.
- (3) If, in exceptional cases, orders are accepted verbally, the written order confirmation shall apply.

#### **3.2 Services of the organizer**

- (1) The scope of services described in the offer under the heading "Service description" or in the order confirmation is binding.
- (2) For the described qualification measure, the organiser shall provide one or more professionally and methodically didactically qualified trainees and - unless otherwise agreed in the offer/confirmation of order - the documents accompanying the seminar and, if applicable, exercises for the participant(s).
- (3) The organizer reserves the right to determine or change the trainee(s), to slightly modify the contents and to adapt the execution of the event to the state of the art. An exchange of the trainee takes place in agreement with the contractual partner.
- (4) Each participant will receive a confirmation of participation after complete participation.

#### **3.3 Cooperation services of the contracting party**

- (1) The contractual partner shall support the preparation of the service description of a qualification measure in a suitable manner. The location of the event shall be determined by the contractual partner and sufficiently communicated to the organizer prior to the start of the event. A short-term relocation is also possible if the trainee is still able to travel to the event within the framework of normal working hours or if the provision of services is not endangered.
- (2) For practical phases, a suitable practical environment shall be provided in the form of equipment and, if applicable, executable software installed in accordance with the Organiser's specifications.
- (3) The contractual partner shall ensure that the participants fulfil the necessary prerequisites for the qualification measure.
- (4) The catering of the participants and the trainee during the event is also the responsibility of the contractual partner, unless otherwise agreed in the individual contract.

#### **3.4 Conditions / terms of payment**

- (1) The prices/conditions of the offer or the order confirmation apply.
- (2) The invoice will be issued after the complete service has been rendered. Partial invoices can be agreed.
- (3) Payments are due without deduction within ten days of receipt of invoice. Offsetting is only possible with undisputed or legally established claims.

### 3.5 Terminating

- (1) If the contractual partner withdraws from parts of the order or cancels the order, the organiser shall be entitled to reimburse any costs/expenses incurred up to the time of termination as well as lost income due to personnel reservations or similar up to and including the date of cancellation. At the full order value. The contractual partner reserves the right to prove that the organizer has incurred no or only lower costs.
- (2) The organizer reserves the right to cancel confirmed orders or parts of orders from for an important reason, in particular of a factual or organisational nature, for up to 14 days before the start of the respective event. The organizer is entitled to cancel in a the contractual partner to offer alternatives.
- (3) Cancellation or cancellation of an event due to force majeure or illness of the trainee can not be held liable against the organizer. recourse claims may be asserted.

### 4. Liability

- (1) The organizer, its legal representatives and vicarious agents are only liable for intent and gross negligence. Furthermore, for the negligent breach of duties, the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and the observance of which the contractual partner regularly relies on. In the latter case, however, the organiser shall only be liable for the foreseeable damage typical of the contract. He is not liable for the slightly negligent violation of obligations other than those mentioned in the preceding sentences.
- (2) Participation in the events as well as the use of premises and equipment used during the seminar shall be at the participant's own risk. The organizer is not liable for loss and theft, as far as it has not caused them deliberately or grossly negligently.
- (3) The organizer is liable for the violation of essential contractual obligations up to the amount of the participation fee. The same shall apply in the event of default with an essential contractual obligation.
- (4) Since the learning success is to a large extent determined by the learning environment and the participant himself (e.g. by the corresponding previous knowledge and the willingness to cooperate), the organiser cannot guarantee the learning success.
- (5) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of the art. The organizer is therefore not liable for the constant and uninterrupted availability of its online offers.
- (6) The organizer is only liable for the loss of data if the loss of data could not have been avoided if the contractual partner had properly backed up the data. The contractual partner must back up the data at intervals appropriate to the application.
- (7) Any other liability on the part of the Organiser, in particular for objects brought along by the participant(s), is excluded.
- (8) All claims shall become statute-barred after one year unless otherwise stipulated by mandatory law.

- (9) Insofar as the contractual partner is a merchant or legal entity under public law, claims for damages are further limited as follows:
- a. The personal liability of employees and non-executive employees of the organizer is excluded. Liability for these persons is assumed within the scope of 4 (2).
  - b. No liability exists for indirect damages, consequential damages or loss of profit, unless intent or gross negligence exists.

## 5. Data Protection

- (1) All data provided by the contractual partner (in particular Salutation, name, address, date of birth, e-mail address, telephone number, fax number, bank details, credit card number), the organizer will be informed of the exclusively in accordance with the provisions of German data protection law collect, process and use.
- (2) The organizer shall ensure that the provisions of the DSGVO are complied with. and the necessary technical and organizational measures for the implementation of the data protection provisions are guaranteed.
- (3) The organizer uses the data for the contract winding up of the booked event. In addition, the data for statistical surveys in in an anonymous form.
- (4) The contractual partner expressly declares that he/she agrees that his/her data from the academy for the application of further events (e.g. by sending the current seminar programme and a newsletter) can be used. The contractual partner may obtain his/her consent to the use of the Use of his/her data for the purpose of applying for further employment events of the organizer at any time.
- (5) The data collected will only be stored for as long as it is necessary for the is required for the aforementioned purposes or legal regulations require it. Any disclosure to third parties is prohibited without the prior consent of the not permissible
- (6) The contractual partner is entitled to obtain information from the organizer about The of his/her person stored data. For the requests for information, the revocation of the consent according to paragraph 4 as well as other The contractual partner may request information on data protection at any time by contacting the organizer: By telephone under +49 531 123129-0 or by mail to the e-mail address: [info@eves-co.de](mailto:info@eves-co.de).

## 6. Copyright

- (1) All rights, including rights to the translation, reprint and reproduction of the event documents or parts thereof, are held by the organizer, unless other information is provided.
- (2) No part of the documents may be further processed, duplicated or used for public distribution in any form (photocopy, microfilm or other processes) without the written permission of the organizer, not even for the purpose of the organizer's own teaching, in particular using electronic systems.
- (3) The software and audio and video material made available during and after the event may not be removed, copied, modified or deleted in whole or in part. The organizer reserves the right to claim damages in case of violations.

## 7. Competition clause

Both parties undertake mutually not to entice away any trainees.

## 8. Other

- (1) Amendments and supplements to the GTC must be made in writing. This also applies to the waiver of the written form requirement.
- (2) The law of the Federal Republic of Germany shall apply. Mandatory provisions of the state in which the contractual partner has his or her habitual residence shall remain unaffected.
- (3) The assignment of rights and claims arising from the contract requires the written consent of the other party in each case.
- (4) The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions. In this case, the parties shall agree on a replacement provision that corresponds as closely as possible to the meaning and purpose of the previous provision.
- (5) The place of jurisdiction for all disputes arising from or in connection with an order placed with the organizer is Braunschweig.

## 9. Obligation to secrecy

During the duration of an event and also after its termination, the organizer undertakes to maintain secrecy regarding all trade and business secrets of the participant / client.

## Facility

### Revocation instruction

- (1) The contractual partner may revoke the contractual declaration in writing (e.g. letter, fax, e-mail) within 14 days without stating reasons. The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of the information duties of the organizer according to Article 246a § 2 in conjunction with § 1 paragraphs 1 and 2 EGBGB as well as the obligations of the organizer according to § 312g paragraph 1 sentence 1 BGB in conjunction with Article 246a § 3 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period
- (2) The revocation must be sent to: eves\_consulting GmbH, Hermann-Blenk-Straße 22 a, D-38108 Braunschweig, Germany or to [info@eves-co.de](mailto:info@eves-co.de).
- (3) In the event of an effective revocation, the services received by both parties shall be returned. Obligations to refund payments must be fulfilled within 30 days. The period begins for the contractual partner with the dispatch of the declaration of revocation, for the organiser with its receipt.
- (4) The right of withdrawal of the contractual partner expires prematurely if the contract is completely fulfilled by both parties at the express request of the contractual partner before the contractual partner has exercised the right of withdrawal.
- (5) The data required for the execution of the contract between the contractual partner and the organiser shall be stored by the organiser and shall be accessible to the contractual partner at all times. In this respect, the Organiser refers to the provisions of data protection in its General Terms and Conditions.
- (6) For the rest, the organizer refers to his General Terms and Conditions.