

General Terms and Conditions

of

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General notices

The following General Terms and Conditions, in the version valid upon conclusion of the contract, apply to the co-operation and all business relations between the client and Anke Sommer, INSTITUT SOMMER, Coaching | Team and Personality Development (hereinafter ‘INSTITUT SOMMER’). Our offers and services are performed solely on the basis of these General Terms and Conditions; the terms and conditions of the client shall not apply.

Subject of the contract

The subject of the contract is the performance by INSTITUT SOMMER of the agreed activities or other services, and not a particular positive outcome. In particular, INSTITUT SOMMER shall not be liable for achieving a positive outcome aspired to by the client. The client shall be responsible for the decision to implement in practice all or individual measures resulting from INSTITUT SOMMER’s range of services. INSTITUT SOMMER’s services are neither a therapy nor a substitute for such. Normal psychological and physical resilience is required on the client’s part. INSTITUT SOMMER works solely with healthy clients.

Conclusion of the contract

The presentation of services and offers on the website or other advertising media does not constitute a binding offer by INSTITUT SOMMER, but is intended as guidance for the client and to provide information about the range of services offered. The contract between INSTITUT SOMMER and the client shall be concluded via registration and confirmation by the client and INSTITUT SOMMER respectively.

Payment conditions

Payment for business coaching sessions, coaching sessions, consultations and LEADERSHIP groups shall be due after the respective appointment. Payment for the LEADERSHIP Coaching workshop series, the LEADERSHIP Business School, MASTERPLAN Management, LEADERSHIP Travel and the Symposium and BarCamp shall be due upon conclusion of the contract. INSTITUT SOMMER's invoices are payable within 14 days from the invoice date.

Withdrawal by the client – cancellation

Business coaching sessions, coaching sessions, consultations, LEADERSHIP groups, Symposium and BarCamp

The client is not permitted to cancel or postpone agreed or booked appointments for business coaching sessions, coaching sessions, consultations, LEADERSHIP groups, the Conflict Symposium and BarCamp. The fee shall always be paid in full, even if the client cancels an appointment, fails to appear or appears late. Should the client be unable to take part in a Symposium or BarCamp, it is permitted to send a substitute whose name is to be forwarded to INSTITUT SOMMER in good time.

LEADERSHIP Coaching workshop series, LEADERSHIP Business School and MASTERPLAN Management

In the event of a cancellation by the client up to 21 days before the event is due to begin, the agreed fee is reduced by 50%. In the event of a later cancellation or a non-appearance, the full fee shall be payable by the client.

Withdrawal from LEADERSHIP Travel

For cancellations made at least 90 days before the travel date, 50% of the travel costs will be invoiced, for withdrawals 60 to 89 days before the travel date, 80% of the travel costs will be invoiced. For withdrawals 0 to 59 days before the travel date, 100% of the travel costs will be invoiced.

Withdrawal by INSTITUT SOMMER

Notwithstanding other reasons, INSTITUT SOMMER shall have the right to withdraw from the contract for good cause, particularly if:

- there are insufficient registrations for an event;

- the event has to be cancelled for reasons that are not the fault of INSTITUT SOMMER (e.g. force majeure, coach's sickness).

In such a case, INSTITUT SOMMER is entitled to provide the services on a newly agreed date or reimburse any payment that has already been made. The client shall not be entitled to claim damages.

Co-operation by the client

The client shall ensure that all the necessary documents, details and information are submitted to INSTITUT SOMMER in good time. This also applies to documents, details and information that do not become known until INSTITUT SOMMER has already begun its activities. At the request of INSTITUT SOMMER, the client is to confirm in writing the correctness and completeness of the documents submitted, as well as of the information and oral statements given.

Liability

Claims for damages on the part of the client are excluded. Exceptions to this are claims for damages for injury to life, limb or health under the German Product Liability Act, or from violation of essential contractual obligations (namely those required for achieving the goal of contract fulfilment), as well as liability for other damages that are based on a premeditated or grossly negligent breach of duty by the service provider, its representatives or agents. In the event of violation of essential contractual obligations, INSTITUT SOMMER is only liable for damages that are foreseeable and typical for the contract if these were caused by ordinary negligence, with the exception of claims for damages for injury to life, limb or health. All the abovementioned limitations also apply to INSTITUT SOMMER's representatives and agents, should claims be brought directly against these.

Data transfer and retention obligations

After the completion of individual commissioned projects or the entire undertaking, all data and other material e.g. original documents will be handed over to the contracting party for safeguarding, in the case of data on a data carrier. The contractor may destroy any written records it has made during the course of the project once the work has been completed. This releases the contractor from its retention obligation. An invoice will be drawn up for time taken to compile and hand over data. Documents that are no longer needed, such as manuscripts, sketches, drafts or similar, may be immediately destroyed by INSTITUT SOMMER.

Confidentiality

INSTITUT SOMMER shall handle the information and trade/business secrets made known to it through its co-operation with the client in a confidential manner. The confidentiality obligation shall apply after the co-operation has ended. INSTITUT SOMMER is permitted to use its work results or sections thereof for self-promotion purposes in an anonymised form and free of charge, and even after the co-operation has ended.

Form of declarations

Legally relevant declarations and notifications that are to be submitted by the client to INSTITUT SOMMER or a third party require the written form.

Applicable law and place of jurisdiction

The law of the Federal Republic of Germany shall apply. Unless otherwise provided for by the contract, the place of execution and payment is our registered office. Statutory regulations regarding jurisdictions shall remain unaffected unless otherwise provided for in the following sentence. The competent court for our registered office shall be specified as the exclusive place of jurisdiction for contracts with business people, legal persons under public law and public-law special funds.

Severability clause

The ineffectiveness of one of the aforementioned conditions has no impact on the validity of the remaining conditions. The ineffective conditions shall be replaced by a provision that best reflects the intention of the parties within the remit of the law.