

Terms of service – Seminars & Courses

1. Services

MENTACOM GmbH provides services of the type and scope in accordance with the seminar and course descriptions presented on the website.

2. Seminar and course documents

In principle, MENTACOM uses its own seminar and course documents or those of the licensing companies. If the client desires individual adjustments, these must be agreed and remunerated separately. MENTACOM provides the necessary teaching material for the seminars and courses, also from the licensing companies. The delivery of further documents, learning and working aids must be agreed separately. All rights to the seminar or course documents provided by MENTACOM (such as workbooks, handouts, exercises, case studies, etc.) lie exclusively with MENTACOM or the respective licensing company. Use by third parties requires the express written consent of MENTACOM or the licensing company.

3. Use of lecturers and trainers

MENTACOM undertakes to use the agreed lecturers and trainers. MENTACOM reserves the right to switch to other trainers at short notice if this becomes necessary for technical, organizational or health reasons.

4. Order placement

The placing of an order must be in writing. It can be done by e-mail, fax or post. The order becomes binding with the written confirmation by MENTACOM.

5. Cancellation and change of date

A withdrawal or a change of date is free of charge if it takes place within 14 calendar days after the order was placed and up to the 30th calendar day before the start of the seminar or course. In all other cases, MENTACOM can demand reimbursement of expenses. When calculating the claim for compensation, expenses usually saved and possible other uses of the seminar or course services must be taken into account. Instead of such a calculation of the claim for reimbursement of expenses, MENTACOM can calculate a claim for compensation as a percentage of the agreed seminar or course price as follows, taking into account the following scale according to the proximity of the cancellation or date change times to the contractually agreed start of the seminar:

- from the 29th to the 15th calendar day before the start of the seminar 50%
- from the 14th to the 6th calendar day before the start of the seminar 80%
- from the 5th calendar day before the start of the seminar 100%

In the case of a flat-rate claim for compensation, expenses usually saved and possible other uses of the seminar or course services are not additionally taken into account.

6. Cancellation by MENTACOM

If a seminar or course is canceled due to illness of the lecturer or trainer, force majeure or other circumstances for which MENTACOM is not responsible, there is no entitlement to the seminar or course being held. In such cases, MENTACOM cannot be held liable for consequential damages. MENTACOM is obliged to offer the client an alternative date. If no agreement can be reached on an alternative date, the client is free to withdraw from the contract. In this case, MENTACOM is not entitled to cancellation fees.

7. Seminar or course price

The seminar or course fees can be found in the corresponding offer or the order confirmation and are calculated net plus statutory VAT. Corresponding travel costs are incurred from the company headquarters of MENTACOM and, in addition to the accommodation and meals of the respective lecturer or trainer during the seminar or course times, are borne by the client. These are shown separately in the offer or in the order confirmation.

8. Terms of payment

Invoices are due within 14 days of invoicing without any deduction.

9. Certificates and certificates of participation

For the creation of certificates or certificates of participation, MENTACOM must be informed of the relevant participant data by the client before the start of the seminar or course.

10. Scope

These terms and conditions apply exclusively; any general terms and conditions of the customer that conflict with or deviate from these terms and conditions will not be recognized by MENTACOM unless MENTACOM has expressly agreed to their validity in writing.

11. Jurisdiction and Applicable Law

The legal relationship between the contracting parties arising from or in connection with the contract is subject to the law of the Federal Republic of Germany. The place of jurisdiction for legal disputes arising from or in connection with the contract is Siegburg. Should a provision of the contract be or become wholly or partially invalid or unenforceable, the remainder of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced with retrospective effect by the valid one which the parties would have agreed from an economic point of view if they had been aware of the invalidity or unenforceability of the provision at the time the contract was concluded. The same applies to a gap in the contract.