



## INDIVIDUAL COACHING

### 1. SERVICES

MENTACOM GmbH provides services of the type and scope according to the content presented on the website for the respective individual coaching offers.

### 2. COACHING MATERIALS

The rights to the documents provided in the coaching (e. g. handouts, analyses, reports, etc.) lie exclusively with MENTACOM, the respective licensing company or third party with which MENTACOM maintains a cooperation. Any other use requires the written consent of MENTACOM or the respective licensing company or third party.

### 3. REGISTRATION AND CONFIRMATION

The registration must be in writing. The basis is the content and dates specified in an initial information meeting or later. Registration can be made by e-mail or by post. MENTACOM confirms the registration for the coaching in writing. With the confirmation, the order becomes binding.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 4. WITHDRAWAL BY CLIENT

Cancellation is free of charge if it occurs two working days before the start of the coaching. A free cancellation on the first day of coaching is also free of charge if the client is unable to start the coaching due to force majeure, illness or circumstances for which he is not responsible. MENTACOM is entitled to request appropriate evidence (e. g. certificate of incapacity for work). In this case, the client has the right to arrange an alternative date with MENTACOM. If the coaching is not started without a reason or without information, the client(s) has to pay 20 % of the agreed fee for the coaching to MENTACOM.

In the event of premature termination of the coaching by the client, which is not justified by the points mentioned above, the client must bear the costs of the coaching, but at least those of the current module or booked hourly contingent.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 5. CANCELLATION BY MENTACOM

MENTACOM reserves the right to cancel the coaching in full or individual appointments due to force majeure, illness of the coach or other circumstances for which MENTACOM is not responsible. In this case, the client has no fundamental right to implementation. In this case, 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 has no claims for cancellation fees. MENTACOM cannot be held liable for reimbursement of possible travel or accommodation fees or other consequential damages. If a coaching is canceled by MENTACOM, the participant will be informed in good time as far as possible.

MENTACOM also reserves the right to end the coaching prematurely if this is due to the behavior of the client (refusal to cooperate, lack of appreciation, immoral behavior, etc.). In this case, the proportionate fees up to that point in time will be charged.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 6. TERMS OF PAYMENT

The coaching fees are billed separately after each appointment and are due by the next appointment or no later than 10 calendar days after the appointment or the end of the coaching. Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 7. COACHING FEES

The coaching fees include the applicable statutory value-added tax. They also include the costs for the premises and all coaching material, if any. Expenses for possible travel times and travel costs are not included in the coaching fees and will be charged separately after consultation.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 8. GUARANTEE OF SATISFACTION

We attach great importance to high quality and the associated satisfaction of the client in our coaching. We evaluate the satisfaction at the end of the coaching. Clients who are not satisfied with the quality of our coaching are entitled to a refund of the coaching fees. This reimbursement must be explicitly claimed by the participant.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 9. CERTIFICATES OF PARTICIPATION AND CERTIFICATES

At the end of the coaching, participation is confirmed by a certificate with the respective coaching content, at the request of the client. The certificate is issued by MENTACOM. A prerequisite for the issuance of the certificate is constructive and complete participation in the respective coaching.

### 10. SCOPE OF APPLICABILITY

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. Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.

### 11. JURISDICTION AND GOVERNING 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. In place of the ineffective or unenforceable provision, the effective one that the parties would have agreed from an economic point of view, if they had been aware of the ineffectiveness or unenforceability of the provision at the time of conclusion of the contract, shall apply with retroactive effect. The same applies to a gap in the contract.

Coaching in connection with services from the Federal Employment Agency or the job centers are subject to the regulations of the cooperation with the respective service provider.



## WORKSHOPS

### 1. SERVICES

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

### 2. SEMINAR AND COURSE MATERIALS

The rights to the documents made available in the workshops (e. g. workbooks, handouts, case studies, etc.) lie exclusively with MENTACOM. Any other use requires the written consent of MENTACOM.

### 3. REGISTRATION AND CONFIRMATION

The registration must be in writing. It can be done online at [www.mentacom.com](http://www.mentacom.com), by email or by post. MENTACOM confirms the registration for the workshop in writing. With the confirmation, the order becomes binding. Registrations will be considered in the order in which they are received up to the maximum number of participants. The maximum number of participants results from the respective workshop descriptions.

### 4. WITHDRAWAL BY PARTICIPANTS

Cancellation is free of charge if it is made up to 14 calendar days before the start of the workshop or if an illness-related absence can be proven by a certificate. If a substitute participant can be named by the client by the start of the workshop, there are no cancellation fees. If you cancel less than 13 calendar days before the start of the workshop, we charge a fee of 100 euros. If the participant fails to attend the workshop without prior notice, MENTACOM can charge a flat-rate cancellation fee of 100 % of the workshop fee.

### 5. DEPLOYMENT 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.

### 6. CANCELLATION BY MENTACOM

MENTACOM reserves the right to cancel the workshop or to change the workshop dates if there are fewer than the minimum number of participants. The respective minimum number of participants results from the workshop descriptions. If a workshop is canceled due to force majeure, illness of the trainer/lecturer or other circumstances for which MENTACOM is not responsible, there is no right to hold the workshop. In this case, 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 has no claims for cancellation fees. MENTACOM cannot be held liable for reimbursement of possible travel or accommodation fees or other consequential damages. If a workshop is canceled by MENTACOM, each participant will be informed in good time.

### 7. TERMS OF PAYMENT

The workshop fees are due without any deduction until the beginning of the workshop.

### 8. WORKSHOP FEES

The workshop fees include the applicable statutory VAT. They also include the costs for the premises, all training material as well as drinks and snacks during the workshop times and the respective breaks. Any agreements regarding lunch or dinner must be made separately by the client.

### 9. SATISFACTION GUARANTEE

We attach great importance to high quality and the associated satisfaction of our participants in our workshops. We evaluate satisfaction with every course completion. Participants in our workshops who are not satisfied with the quality of our events are entitled to a refund of the event costs. This reimbursement must be explicitly claimed by the participant.

### 10. CERTIFICATES OF PARTICIPATION AND CERTIFICATES

Before the start or during the course of the workshop, each participant must fill out a form entitled „Information for the certificate and certificates of attendance“. If the information is complete, participation in the relevant workshop will be confirmed by a certificate or a certificate of attendance. The certificate or the certificate of participation is issued by MENTACOM. A prerequisite for the issuance of the certificate or the certificate of participation is the constructive and complete participation in the respective workshop.

### 11. SCOPE OF APPLICABILITY

These terms and conditions apply exclusively; General terms and conditions that conflict with or deviate from these terms and conditions are not recognized by MENTACOM unless MENTACOM has expressly agreed to their validity in writing.

### 12. VENUE AND GOVERNING 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. In place of the ineffective or unenforceable provision, the effective one that the parties would have agreed from an economic point of view, if they had been aware of the ineffectiveness or unenforceability of the provision at the time of conclusion of the contract, shall apply with retroactive effect. The same applies to a gap in the contract.