



General Terms and Conditions (GTC)

§ 1 Scope of application

- (1) These General Terms and Conditions (GTC) apply to all contracts for so-called supervision services provided via the Internet platform <https://booking.thomashuebl.com/> (hereinafter also referred to as the **'website'**).

between

Sharing the Presence GmbH,

Oldenburg Local Court, HRB 203213, Wardenburger Str. 24, D-26203 Wardenburg, Tel. 04407 716094, Fax. 04407 716095, Email: info@innerscience.info, www.innerscience.info

– hereinafter also referred to as the **'Provider'** –

and

the customer of the Provider designated in § 2 of these General Terms and Conditions (hereinafter also referred to as the **'Participant'**) is hereby concluded.

- (2) Supervision within the meaning of these General Terms and Conditions refers in particular to professional counselling for professional self-reflection by departments, groups and teams and is aimed in particular at improving the quality of work.

Supervision within the meaning of these General Terms and Conditions is therefore not therapy or coaching for personality change in the true sense of the word. In all other respects, the provisions of § 9 of these General Terms and Conditions shall apply.

- (3) These General Terms and Conditions apply exclusively. The version valid at the time of conclusion of the contract is authoritative.

§ 2 Conclusion of contract, subject matter of the contract

- (1) Participants within the meaning of these General Terms and Conditions can only be entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).



- The participant, in turn, is entitled to allow their employees and other staff to participate in the provider's offers on the subject of 'supervision' (e.g. courses, training sessions, programmes).
- (2) The participant can select offers relating to the topic of 'supervision' (e.g. courses, training sessions, programmes) from the provider's website and, if available, collect them in a so-called shopping basket by clicking on a button. The offers presented by the provider on the website do not constitute a binding offer to conclude a contract in the legal sense. Only by clicking on the 'Place order' button or a similar button does the participant submit a binding request to conclude a contract with the selected content of the provider's offer. Before submitting the registration, the participant can view and change the data at any time
 - (3) The participant will then receive confirmation of their registration from the provider by email, which will list the participant's order again and which the participant can print out using the 'Print' function. Upon receipt of the aforementioned registration confirmation by the participant, the provider accepts the participant's request to conclude a contract. The registration confirmation summarizes the content of the order. The participant will also receive the contract text (consisting of the order and the General Terms and Conditions) in the email transmitting the registration confirmation or in a separate email. The contract text will be stored in compliance with data protection regulations and is accessible to the participant.
 - (4) The contract shall be concluded in German or English.

§ 3 Prices, terms of payment

- (1) All prices stated on the provider's website include the applicable statutory value added tax.
- (2) The seminar fee for the provider's services (e.g. courses, training sessions, programmes or other events) is due immediately upon receipt of the registration confirmation in accordance with Section 2 (2) of these General Terms and Conditions.
- (3) The seminar fee can be paid by instant bank transfer, SEPA direct debit, credit card or PayPal, at the participant's discretion. The prerequisite for SEPA direct debit payments is



the participant's consent to the debit of an account at a bank/savings bank located in the SEPA area and the instruction to the bank/savings bank to honour the SEPA direct debit (SEPA mandate). In the case of payment by SEPA direct debit or credit card, the participant's account will be debited at the earliest at the time specified in paragraph 3 above. A direct debit authorisation granted shall also apply to further bookings until revoked.

§ 4 Health condition of session participants and right of termination in the event of unsuitability of session participants

Notwithstanding the conclusion of the contract, the provider is entitled, at its reasonable discretion, to make participation in its offers dependent on the state of health of the persons who make use of the provider's offers in accordance with their intended purpose (session participants). The provider's rights of termination under Section 6 (3) remain unaffected by this.

§ 5 Right of cancellation by the participant

- (1) The contract may be cancelled by the participant in writing (e.g. by email, fax or letter) free of charge no later than five working days before the start of the event. Working days are defined as all days from Monday to Friday, excluding public holidays at the event location.
- (2) If the cancellation is received by the provider later than described in paragraph (1) above, the provider may, if there is an important reason, reduce the seminar fee by up to 50 per cent at its reasonable discretion; however, without an important reason, the full seminar fee will be charged.
- (3) If one, several or all of the persons sent by the participant to the event do not attend the event or leave the event prematurely, the participant will nevertheless be charged the full seminar fee.
- (4) Statutory rights of withdrawal and the right to terminate for good cause remain unaffected by the provisions of paragraphs (1) to (3) above.



§ 6 Cancellation of events (withdrawal), termination and exclusion of participants

- (1) The provider reserves the right to cancel the event due to insufficient demand or participant numbers (fewer than 6 participants) no later than five days before the scheduled event date or for reasons of force majeure, such as sudden illness of the speaker, short-term absence through no fault of the speaker or non-appearance of the speaker through no fault of the speaker and without the possibility of finding a replacement speaker. Any participation fees already paid by the participant will be refunded in full. The participant will be informed immediately of the cancellation and the refund. If only part of the event can take place, the fee shall be payable in proportion to the partial service already rendered at the time of cancellation of the event in relation to the total scope of the contractually agreed service, unless the calculation of the partial service rendered would be unreasonable for the participant, in particular if the partial service rendered is of no value to the participant. In the event of cancellation of an online event, the participant will be informed of alternative dates or other alternatives.
- (2) The provider shall only be liable for damages incurred by the participant as a result of cancellation by the provider under the conditions and within the limits set out in the section 'Exclusion and limitation of liability' (§ 10 of these General Terms and Conditions).
- (3) The provider is entitled to terminate the contract with the participant for good cause. Good cause shall be deemed to exist in particular in the following cases:
 - (a) if there are justified doubts about the health suitability of one or more persons sent by the participant to take part in an event (session participants); this applies in particular to mental illness, the use of medication or the consumption of drugs or intoxicants that cannot be ruled out as posing a danger to the participating person and/or others;
 - (b) in the event of anti-social behaviour by session participants in events despite prior warning and threat of termination by the speaker or the provider, in particular in the event of disruption to the event due to noise, loud behaviour or other inappropriate behaviour, in particular through querulous behaviour;
 - (c) in the event of defamation of any kind against the speaker, other session participants, the provider and/or its other vicarious agents;



(d) discrimination against persons on the basis of their race or ethnic origin, gender, religion or belief, disability, age or sexual identity

and

(e) misuse of the event for party political, ideological or agitational purposes.

(4) Instead of termination, the provider may also exclude individual participants from its (the provider's) offer (e.g. courses, training sessions, programmes or other events) in whole or in part. The provider's claim for remuneration against the participant shall not be affected by such termination or exclusion.

§ 7 Online participation

(1) The offers relating to the topic of 'Supervision' (e.g. courses, training sessions, programmes) are provided by the provider exclusively online, i.e. not in person. Unless otherwise agreed, the participant and the persons participating on their behalf shall have access to a live stream or web conference or similar provided by the provider from the start and for the duration of the event. In this case, unless otherwise agreed, the course fee includes online access to the booked offer for the duration of the event. The provider reserves the right to make technical changes or adjustments to ensure the quality and availability of the respective online events.

(2) The participant is solely responsible for creating the conditions necessary for using the offer, in particular a sufficient Internet connection, the use of an up-to-date Internet browser, functioning speakers and, if necessary, a microphone. The provider accepts no liability for technical problems attributable to the equipment or Internet connection of the participant or of persons sent by the participant to participate in the provider's offers.

§ 8 Reservation of rights

(1) The provider is entitled to make necessary changes or deviations to the content and organisation of an event before or during the event for good cause, provided that these do not significantly alter the content of the event as announced and are reasonable for the participant.

(2) Furthermore, the provider is entitled to replace the scheduled speakers if necessary (e.g. in the event of illness, accident or other impediment) with other persons who are



comparably qualified in the announced subject area, unless such a change is unreasonable for the participant.

- (3) The provider shall inform the participant immediately of any significant changes and the use of other speakers.

§ 9 No provision of treatment services

- (1) The services offered by the provider (e.g. courses, training sessions, programmes or other events) are expressly not intended to prevent, detect, cure or alleviate illnesses, suffering, physical injuries, physical complaints or mental disorders of a pathological or non-pathological nature. In particular, the provider does not take a medical history, make a diagnosis, provide therapy or carry out an individual risk assessment of the persons sent by the participant to take part in the events.
- (2) Should the provider or its legal representative or vicarious agent determine that a person sent to participate in the events is not suitable for the services offered, in particular for psychological reasons, the provider reserves the right to terminate the contract. In this case, the seminar fee will be refunded on a pro rata basis.

§ 10 Disclaimer and limitation of liability

- (1) Claims for damages by the participant and claims for damages by persons sent by the participant to participate in an event are excluded. This does not apply to claims for damages by the participant arising from injury to life, limb or health health or injury, or from the breach of essential contractual obligations or due to non-compliance with a guarantee given by the provider or due to fraudulently concealed defects, as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives, or vicarious agents. Essential contractual obligations are obligations whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner may regularly rely.
- (2) The provisions of the Product Liability Act remain unaffected.
- (3) The restrictions in paragraph 1 also apply in favour of the provider's organs, legal representatives, employees and other vicarious agents if claims are asserted directly against them.



- (4) The participant undertakes to inform the persons sent by them to participate in the provider's offers about the provisions of this § 10 and to obtain their respective consent to these provisions.

§ 11 Copyright, general personal rights, right to one's own image

- (1) The provider's offers (e.g. courses, training sessions, programmes or other events) are protected and may not be recorded (in particular filmed), reproduced or distributed in whole or in part without the provider's consent. It is also not permitted to convert spoken words into written text (transcribe) during the events. The provider reserves all rights. The rights of third parties, in particular those of the speakers, remain unaffected by this.
- (2) The participant undertakes to inform the persons sent to participate in the events accordingly and to oblige them to comply with the provisions set out in paragraph (1) above.

§ 12 Data protection

- (1) The parties shall comply with the data protection laws applicable to them.
- (2) If and to the extent that the Provider processes personal data of the Participant on behalf of the Participant within the scope of the provision of services, the Parties shall conclude a standard market agreement on the processing of data on behalf of the Participant in accordance with Art. 28 GDPR prior to the commencement of processing.

§ 13 Contract term and termination

- (1) The contract concluded by these General Terms and Conditions shall end when the agreed services have been rendered in full. Ordinary termination of the contract concluded by these General Terms and Conditions is excluded for both parties.
- (2) The right of both parties to terminate the contract extraordinarily in accordance with the statutory provisions remains unaffected. Any termination of the contract must be made in writing to be effective. Services rendered prior to the effective date of termination shall be remunerated.



§ 14 Choice of law and jurisdiction

- (1) The contractual relationship between the provider and the participant shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and international private law.
- (2) The exclusive place of jurisdiction for all disputes arising between the participant and the provider from the contract is the registered office of the provider.

§ 15 Final provisions

- (1) No verbal or written side agreements have been made. In particular, any general terms and conditions of the participant shall not apply, even if reference is made to them in an order form or similar and the provider does not object.
- (2) The assignment of rights arising from this contract requires the prior written consent of the other party. This does not apply to the assignment of payment claims.
- (3) Any changes or additions to these General Terms and Conditions must be made in writing to be valid, unless a stricter form is required by law. This also applies to any changes to this written form clause. The written form is particularly maintained by sending declarations by email or fax, unless a different arrangement has been expressly agreed in this contract.
- (4) Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of these General Terms and Conditions. The parties shall replace the invalid or unenforceable provision with a valid and effective provision that comes as close as possible to the legal and economic intent of the invalid or unenforceable provision and that the parties would have reasonably agreed upon if they had considered the invalidity or unenforceability of the respective provision at the time of conclusion of these General Terms and Conditions. The same shall apply in the event of a loophole.

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