

General Terms of Business Cambiana GmbH

Cambiana GmbH, in brief Cambiana, performs various services including team and individual coaching, the organization and running of workshops and trainings, seminars (in-person and digital), consulting, and project management and administration.

The following conditions are exclusively valid for business relations with Cambiana. The contracting parties are exclusively enterprises/companies within the meaning of § 14 BGB (German Civil Law Code).

1. Differing terms and conditions

1.1. Differing general terms and conditions of the one Cambiana's client are binding for Cambiana only if they are explicitly confirmed in writing.

1.2. If there is a conflict within the general terms and conditions of Cambiana and the contract partner and if the contract partner did not agree upon the validity of conflicting terms and conditions, then the legal regulations will be applied.

2. Conclusion of contract; commercial letter of confirmation

2.1. Organization and agreement of quality criteria as well as of appointments for consulting services, trainings, coaching and project support have to be made basically in writing or in text form.

2.2. An order or booking of a workshop shall be deemed to be an offer to enter into a contract with Cambiana. It must be made in written or text form.

2.3. All information written on the Cambiana's website or in Cambiana documents and regarding activities or reservations are just considered as requests to submit an offer (invitations ad offerendum).

2.4. An acceptance of an offer by Cambiana takes effect exclusively through appropriate declaration in text or written form.

2.5. Provided that there are already existing negotiations between Cambiana and its contractual partner, which have a main content of using the services of Cambiana, and if within these contract negotiations an agreement has been reached but an offer has not been made in written or text form, an order confirmation from Cambiana shall be deemed to be the conclusion of the contract, unless the contracting party of Cambiana objects to this confirmation immediately upon receipt.

3. Cooperation duties by the contractual partner

3.1. Provided that in a Cambiana service, background information is necessary, it is a duty of the contracting party to provide this background information by itself. The contractual partner has to inform about the fact which background information is required for the fulfilment of the contract by Cambiana, regarding the booked service.

3.2. If more additional information than those mentioned in Section 3.1 are necessary to fulfil the contract, Cambiana will inform the contractual partner in good time before the execution of the order. The contracting party is obliged to provide Cambiana with the necessary information.

3.3. The contractual partner is entitled to request information about to what extent the information provided in section 3.2. will be necessary for the execution of the contract and for what purpose in section 3.2. information will be used, to which Cambiana is obliged to inform the contractual partner on request in written or text form.

3.4. The contractual partner is obliged to name a contact person to Cambiana for any further inquiries for information according to section 3., in order to ensure the fastest possible and timely information acquisition according to section 3 of this contract.

4. Billing; Expenses; Charges; Value-added tax

4.1. Billing of consultancy work, coaching services and organizational services will be made by the hour or by the day. Every started hour will be charged as a full hour. The hourly rate is agreed individually.

4.2. Trainings, workshops and courses are billed in half-day and daily rates, or in packages. The daily and package rates are agreed individually.

4.3. Unless otherwise agreed, travel and waiting times are to be charged with 50% of the hourly rate agreed for the service. Each started half hour will be charged as a full half hour. Travel times include the round trip as well of each instructed trainer or coach from and to his residence.

4.4. Fees and charges will be separately invoiced and are not included in the price unless agreed otherwise by individual contract. Travel and accommodation costs will be billed as expenses.

4.5. The prices shown in advertising materials, tenders and offers do not include value added tax, unless they are indicated as such.

5. Terms of payment; cancellation fees

5.1. Invoices are payable without discount or deduction within 10 days after receipt of the invoice. An invoice sent by post is deemed to have been received on the third day following postal dispatch.

5.2. With an order volume of more than € 5,000 (five thousand euros) gross, if requested by Cambiana in written or text form, the contractual partner is obliged to make an advance payment amounting to 30% of the gross order volume. During the performing of the service, the contractual partner is, in regard to service-progress, obliged to pay instalment payments requested in written or text form by Cambiana. Advance and instalment payments are payable within 12 days of receipt of the invoice, with an invoice deemed to be delivered by post on the third day following postal dispatch, unless agreed differently.

5.3. In trainings, the contracting party is obliged to pay an advance payment of 50% of the gross order volume for the concept design, insofar he is requested to do so by Cambiana in written or text form. The advance payment is payable within 12 days of receipt of the invoice, with an invoice sent by post being deemed delivered on the third day following postal dispatch.

5.4.1. Up to 30 working days before the first arranged appointment no cancellation fees will be charged. Already incurred costs for hotel or flight are, when they cannot be avoided, charged as wasted expenditures.

5.4.2. In the period of 30 to 15 working days prior to the first agreed date, 50% of the agreed gross order value will be invoiced, as well as unavoidable wasted expenditures.

5.4.3. In the period of 15 working days until the first agreed date, 100% of the gross order amount will be charged as well as unavoidable wasted expenses.

6. Prevention through force majeure

6.1. If Cambiana fails to provide a service due to force majeure, all payments already made, minus any costs already incurred and any unavoidable expenses, will be refunded.

6.2. In case of force majeure the service is cancelled, and Cambiana had already incurred costs and unavoidable expenses, Cambiana has to provide proof of payment of any incurred costs to be reimbursed.

7. Disclaimer

7.1. Cambiana shall not be liable for any damage resulting in injury to life, health or body, except if this is caused by intentional or gross negligent behaviour or deliberate or negligent breach of duty by Cambiana, a legal representative of Cambiana or a vicarious agent of Cambiana.

7.2. Cambiana shall not be liable for any other damage suffered by the contracting party, except in the case of intentional or grossly negligent breach of duty by Cambiana, a legal representative of Cambiana or a vicarious agent of Cambiana.

8. Confidentiality

8.1. Cambiana declares to maintain silence on all entrusted and confident data and secrets that become known in connection with business relation with the contractual partner.

8.2. If contractual partner does not wish to have electronic communication with regard to security in electronic data traffic which is not fully guaranteed, Cambiana will take this into account after having received notification from the contractual partner in a text or in writing form.

9. Copyright; Penalization of copyright violation

9.1. All materials used by Cambiana to carry out the service remain the copyrighted property of Cambiana and may only be used by the contractor within the rules made in written agreement. This applies in particular to concepts, documents about the training course and the training design as well as for bid documentations and for the case of the cancellation.

9.2. In case of violation of section 9.1. of these clauses, the contracting party undertakes to pay a contractual penalty. The contractual penalty shall be twice the gross order value.

9.3. During the performance of the services of Cambiana, it is not allowed to take pictures, videos and voice recording by the contractual partner and by persons involved with the contract.

10. Applicable law; Place of implementation and jurisdiction; Written form

10.1. Contracts between Cambiana and the contractor are subject to the laws of the Federal Republic of Germany.

10.2. The place of jurisdiction is Munich, as far as both parties are merchants, legal entities under public law or legal entity subject to public law. In the same way, Munich is the place of jurisdiction.

10.3. Changes, additions and extensions of a contract between the contractual partner and Cambiana must be done in written form. The requirement of written form shall also apply to this clause.