

General Terms and Conditions

Coaching

§1 - General Provisions

Each participant bears full responsibility for himself and his actions inside and outside the events and is responsible for any damage caused. Coaching does not represent psychotherapy and cannot replace this. Participation requires a normal mental and physical resilience.

§2 - Payment

The participation fee plus VAT is due for payment immediately upon receipt of the invoice.

Seminars

§3 - Cancellation

Cancellations of bookings are possible free of charge up to four weeks before the start of the seminar; in case of a cancellation within the period of 1 - 4 weeks before the start of the seminar, 50% of the costs will be charged as cancellation fee, in case of a cancellation within 7 days before the start 90%. The cancellation must be made in writing. The nomination of a substitute participant is possible at any time free of charge. In case of seminar cancellation by the organizer, the paid fee will be fully refunded. Further claims are excluded.

§4 - Cancellation of Event

We reserve the right to cancel the event due to insufficient demand or number of participants or for other important reasons beyond our control (e.g., sudden illness of the speaker, force majeure). Any participation fees already paid by you will of course be refunded. Further liability and compensation claims, which do not concern the injury of life, body, or health, are excluded, as far as there is no intent or gross negligence on our part. Please also note this when booking your flight or train tickets.

§5 - Reservation of Right of Modification

We are entitled to make necessary changes to the content, methodology and organization or deviations (e.g., due to changes in the law) before or during the event, provided that these do not significantly change the benefit of the announced event for the participant. We are entitled to replace the scheduled speakers in case of need (e.g., illness, accident) with other persons equally qualified regarding the announced topic.

The documents provided as part of the training are prepared to the best of our knowledge and belief. Liability and warranty for the correctness, topicality, completeness, and quality of the contents are excluded.

Workshops

§6 - Date, Place, Duration

These shall be determined in writing between the client and juergen.ruff.consulting.

§7 - Theme and Participants

The client is responsible for ensuring that only the necessary and pre-determined or advertised target group for the workshop is enrolled to ensure proper learning transfer or workshop success.

§8 - Fees and Expenses

Fee:

The fee is a net daily rate and is calculated plus VAT. This will be agreed in writing with the client in advance. The fee includes the following services: Preliminary telephone conversation, design/concept creation including possible documents/handouts for the workshop, a telephone debriefing.

Expenses:

Travel and transfer costs from the place of residence to the assignment location and back, accommodation and meals for the presenter(s), as well as any parking or transfer fees will be covered by the client.

§9 - Space and Technology

The client ensures that the room for the workshop is of sufficient size (4 m² per person for U-shaped or working group seating) and has daylight. In terms of technology, the moderator requires a flipchart, moderator's case, two pin boards and a screen or white wall, as well as a projector.

§10 - Right of Withdrawal

Cancellation is possible after a fixed appointment up to 40 days before the start of the workshop. In the event of cancellation from the 39th day before the agreed start date, the entire fee is due without entitlement to an alternative date.

General

§11 - Typologies, Preference Profiles, Tests

If typologies, preference profiles or tests (e.g., tools such as Reiss Motivation Profile[®], 9 Levels, Insights Discovery[®], S.C.I.L., MBTI[®], etc.) are used in an event or in coaching, the following agreements apply:

You create most of the tools already before the event/coaching appointment, mostly online. The time required for this is usually around 15 - 20 minutes. You will receive the instructions with the corresponding link and the so-called reference code accordingly before the event in the form of an e-mail.

The cost of creating the profiles, etc. is incurred at the moment you finish filling out the online questionnaire. The cost calculation for this is done by the total invoice.

The profiles etc. require explanation and are therefore only handed out personally by the trainer during the event/coaching session. If those not present would like to receive their profiles, they can register for the next corresponding event or arrange a one-off coaching session of approx. 3 hours. Additional costs of € 490 plus VAT will be charged for this.

If no new corresponding event is booked or no coaching is agreed upon, the profile etc. will not be issued for the reasons mentioned and will be kept by juergen.ruff.consulting for three years.

The results of the profiles, etc. are stored on data carriers at juergen.ruff.consulting in encrypted form for three years, as there are always requests within this period, or participants would like to access the results of their profile in the context of another event. After three years the data will be deleted.

§12 - Contents and Documents

The contents of the seminars and workshops will be specified in detail in accordance with general event descriptions together with the client. Despite careful examination, juergen.ruff.consulting cannot guarantee that the results stated therein will be achieved with the contents. The concepts and participant documents are the intellectual property of juergen.ruff.consulting and may only be used and reproduced for the purposes of the booked workshop/seminar.

§13 - Retention of Title

We reserve unrestricted ownership of all deliveries of training materials until the customer has fulfilled all payment obligations in full. Resale of course materials is not permitted.

§14 - Prices

The prices shown at the time of the conclusion of the contract shall apply.

§15 - Liability

Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the seller, his legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. In the event of a breach of material contractual obligations, the Seller shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the damage claims of the Customer are based on injury to life, body or health. The restrictions shall also apply in favor of the legal representatives and vicarious agents of the Seller if claims are asserted directly against them. The provisions of the Product Liability Act shall remain unaffected, as shall any claims arising from a guarantee given by the Seller or a third party for the quality of the item or for the item retaining a certain quality for a certain period of time. No liability is assumed for unsolicited manuscripts, data carriers, products and photos.

§16 - Data protection

The customer authorizes juergen.ruff.consulting to process, store, evaluate and use the data received in connection with the business relationship in accordance with the data protection laws. The customer has a right to information as well as a right to correction, blocking and deletion of his stored data. We use the email address to send our newsletter and for information letters. If you do not want to receive these information letters or the newsletter and / or other marketing emails (anymore), you can unsubscribe directly via a link integrated in the corresponding email or by email to the address info@juergenruff.com free of charge and at any time.

§17 - Changes to these GTC

juergen.ruff.consulting reserves the right to change these GTC, provided that the changes are reasonable for clients considering the interests of juergen.ruff.consulting. This is especially the case if the changes are without economic disadvantages for clients.

§18 - Declaration

juergen.ruff.consulting declares that both the trainers, the co-trainers and the employees do not work or have not worked according to the technology of L. Ron Hubbard (founder of the Scientology organization), that they have not been trained according to the technology of L. Ron Hubbard, respectively do not attend or have not attended any courses and/or seminars at the Scientology organization in which work is done according to the technology of L. Ron Hubbard and that all seminars and trainings of juergen.ruff.consulting are not conducted according to this technology. Furthermore, juergen.ruff.consulting rejects sectarian practices of any kind and expressly distances itself from them.

§19 - Severability Clause

The invalidity of individual provisions of these General Terms and Conditions shall not result in the invalidity of the entire terms and conditions.

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§20 - Jurisdiction

The place of jurisdiction is Heidelberg, Germany.