

# General Terms and Conditions of Business Birgit Heidenreich – Business Consulting

## 1. Scope and extent

For any business dealings with consumers and contractors that involve professional advice by Birgit Heidenreich Business Consulting within the framework of generally accepted professional principles and professional rules, the following General Terms and Conditions of Business always apply, unless their application is expressly stated was excluded.

Legal transactions that are concluded via our online shop [www.elopage.com/s/BirgitHeidenreich](http://www.elopage.com/s/BirgitHeidenreich) or via the integration on our website [www.expatsconsulting.de/shop](http://www.expatsconsulting.de/shop) are not subject to these terms and conditions. Special terms and conditions apply here, which can be viewed in the shop.

Membership in the "Expat Business Club" is regulated in separate terms and conditions. These can be viewed at [www.expatbusinessclub.com/generaltermsandconditions/](http://www.expatbusinessclub.com/generaltermsandconditions/).

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

An entrepreneur is a natural or legal person or a legal partnership that, in the course of entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.

For entrepreneurs applies: If the entrepreneur uses conflicting or supplementary General Terms and Conditions of Business, their validity is hereby contradicted; they only become part of the contract if Birgit Heidenreich Business Consulting has expressly consented to this.

The advice from Birgit Heidenreich Business Consulting does **not constitute tax or legal advice** within the meaning of the German Legal Advisory Act (RBerG) and any solution described verbally or in writing serves only to provide a detailed description of the entrepreneurial possibilities including opportunities and risks.

Changes to these terms and conditions will be communicated to the customer in writing, by fax or by email. If the customer does not object to this change within four weeks of receiving the notification, the changes will be deemed accepted by the customer.

## 2. Scope of the consulting assignment

The scope of the consulting contract is contractually agreed upon. If no written agreement exists, it results from the circumstances of the specific case.

The Birgit Heidenreich Business Consulting is entitled to have the consultancy contract carried out by expert employees and/or freelance cooperation partners (in whole or in part).

## 3. Offer and conclusion of consulting and coaching services

a) Our consulting services are non-binding. A contract is only concluded when Birgit Heidenreich Business Consulting confirmed an order. The same applies to additions or side agreements.

b) All consultancy contracts and other agreements are only legally binding if they have been expressly granted by the client. If the complete content of the order is not or not fully assessable at the beginning of the order, an oral or written framework agreement may be concluded. If an order is placed in writing by the client, the latter only commits each other to the extent specified in the written contractual agreement.

## 4. Obligations of the client

a) The client shall ensure that Birgit Heidenreich Business Consulting all documents necessary for the fulfillment and execution of the advisory order are presented promptly and they are informed of all processes and circumstances that are of importance for the execution of the order.

b) The client shall ensure that the organizational framework conditions allow for the smoothest possible progress of the advisory process when fulfilling the consulting task at its place of business.

c) If a customer whose mother tongue is not German accepts services, it is at the discretion of the customer whether he uses an interpreter at his own expense, even if the service is provided in English.

## **5. Fee/Payment**

- a) The remuneration for the services of the consultant is based on the rates set out in the individual agreements, unless otherwise specified in special cases. Additional services not included in the order confirmation will be charged separately.
- b) All prices are exclusive of applicable VAT, currently 19 %.
- c) All invoices are due for payment immediately and without deduction. In case of late payment, default interest of 9 of a hundred p.a. above the respective base interest rate, or 5% above the respective base interest rate for consumers (private persons).
- d) Prepaid consulting hours must be redeemed within 6 months of purchase. If these are not redeemed in time, the claim expires without replacement.
- e) If prepayment is appointed for the coaching or consulting service (e.g. through PayPal) and the appointment does not take place due to the fault of the client, the amount will not be refunded. To receive a refund, the appointment must be canceled at least 24 hours in advance by email to [hello@expatsconsulting.de](mailto:hello@expatsconsulting.de). The same applies to consultation hours that are booked on account. These are also payable unless the appointment has been canceled at least 24 hours in advance by email to [hello@expatsconsulting.de](mailto:hello@expatsconsulting.de).
- f) Against claims of Birgit Heidenreich Business Consulting the customer can only offset counterclaims that are undisputed or legally established or ready for decision.

## **6. Liability**

The consultants of Birgit Heidenreich Business Consulting act in the conduct of counseling according to the generally accepted principles of professional practice. The Birgit Heidenreich Business Consulting is liable for damages only if intent or gross negligence can be proven, in the context of statutory provisions.

Insofar as events, workshops or online events are carried out by Birgit Heidenreich Business Consulting, these do not constitute advice and therefore do not replace individual advice. Therefore, liability for events, workshops or online events is excluded.

## **7. Obligation to secrecy**

The Birgit Heidenreich Business Consulting, their employees, and their appointed colleagues undertake to maintain secrecy about any matters they become aware of in connection with their work for the client. The Birgit Heidenreich Business Consulting ensures, by following the provisions of the Data Protection Act, the obligation to safeguard data secrecy.

## **8. Right of withdrawal**

Consumers are entitled to the statutory right of revocation, as described in the revocation.

Entrepreneurs are not granted a voluntary right of withdrawal. Further information on the right of withdrawal can be found in the instructions on withdrawal of Birgit Heidenreich Business Consulting.

## **9. Final provisions**

- a) Changes or additions to these terms and conditions must be made in writing. This also applies to the cancellation of this written form requirement.
- b) These contract terms are subject to German law. If you are an entrepreneur, then German law applies excluding the UN sales law. Mandatory provisions of the state in which a consumer has his habitual residence remain unaffected.
- c) If a consumer was domiciled or habitually resident in Germany at the time the contract was concluded and either moved at the time the action was filed or his whereabouts are unknown at that time, the place of jurisdiction for all disputes is the registered office of Birgit Heidenreich Business Consulting. If a consumer is not domiciled or habitually resident in a member state of the European Union, the courts at the registered office of Birgit Heidenreich Business Consulting are responsible for all disputes. exclusively responsible.
- d) If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between us and you is our registered office.
- e) Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, the validity of the remainder of the rest remains unaffected.
- f) The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision whose effects come closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis if the contract proves to be incomplete.