



General Terms & Conditions

These General Terms and Conditions (GTC) are valid for all trainings and event contracts between Nicola Neumann-Mangoldt (in the following also called *viva essenza*) and her ordering clients (in the following also called *participants*).

These GTC apply exclusively. GTC of the contract partner that are opposed to these GTC, differ from these GTC resp. differ from the legal regulations to the disadvantage of *viva essenza*, are not accepted unless *viva essenza* explicitly agrees in written form.

The clauses of these GTC apply to both private clients as well as companies according to § 310 BGB.

1. Conclusion of Contract

1.1 Upon assignment of *viva essenza* through the ordering client (booking of a training or another event, also by email) a binding offer has been submitted. The contract is concluded by the written (also by email) acceptance (acknowledgement of order) of this offer by *viva essenza* or her training partners. Should the acknowledgement of order differ from the content of the order, a new offer has been submitted to which *viva essenza* is bound for 14 days. The contract is then concluded based on this offer, if the client accepts this offer within this period of time.

Thus, bookings are binding.

1.2 In the case of digital services (e.g. online courses), *viva essenza* grants the client a non-exclusive right, unlimited in terms of location and time, to use the digital content provided for private and business purposes. The content may not be passed on to third parties or reproduced for third parties unless permission has been given by the *viva essenza*.

2. Scope of Service

2.1 The scope of service arises from the specific training contract. A guarantee for a subjectively assumed training or coaching progress or an assumed content of an online course on the part of the client is not given.

2.2 *viva essenza* reserves the right to change the performance after starting the training for reasons of more effective and efficient target achievement.

3. Claim for Fee

3.1 As reward for the training performance *viva essenza* has the right to claim an appropriate fee to be paid by the client. The fee is based on the training fee shown on the website or the agreed coaching fee.

3.2 The client receives an invoice, which is payable before the beginning of the training (for single coaching sessions after the coaching), without any deductions, unless something else is explicitly agreed.

4. Cancellation of Trainings Through The Client

4.1 Cancellation of live trainings and coachings

The cancellation of a contract / booking has to be done in written form or via telephone. In this context, please note that *viva essenza* charges a cancellation fee of 150 Euros for cancellations of the participation in group trainings that arrive less than 2 weeks before the



training starts, in case there is no other participant registering for the cancelled place. The cancellation fee can be credited against the participation in a later training.

4.2 Cancellation of Coaching-Intensive-Programs

Withdrawal from an intensive coaching program that has already been booked and has started is only possible if both Nicola Neumann-Mangoldt and the client mutually agree that working together is not expedient and jointly decide to cancel the program. In such a case, all outstanding installment payments will be canceled at the time of the decision or, if a one-off payment has been made, the fee will be reimbursed proportionally.

Should the participant for other reasons decide to not attend all the sessions included in the program, they are still responsible for paying the full amount of the Coaching-Intensive-Program.

4.3 Cancellation of Online Courses

The cancellation of an already booked and started online course is not possible. Should the client decide to not use all offers of the course, they are still responsible for paying the full amount. This agreement excludes online courses with an explicit cancellation right ("Money-Back-Guarantee").

4.4 Cancellation of Business Trainings & Coachings

A business training or coaching must be canceled in writing by email or telephone. If the execution of the order is prevented by the client after the contract has been concluded (e.g. due to termination or postponement before the training or coaching takes place), the following cancellation rule applies, provided that both parties are generally flexible in terms of deadlines:

- Up to 2 weeks in advance: postponement to a new date, no cancellation fee.
- Less than 2 weeks: postponement to a new date. If not possible or desired, invoicing of 50% of the total price.

Withdrawal from a coaching or training program that has already been booked and started is only possible if both Nicola Neumann-Mangoldt and the client mutually agree that working together is not expedient and jointly decide to cancel the program. Otherwise, the client's obligation to pay for the coaching program in full does not expire.

5. Cancellation of Trainings & Coachings through viva essenza

5.1 Cancellation of Trainings & Coachings in general

viva essenza can cancel the training or event due to urgent reasons, e. g. illness of the trainer or too few registrations. In this case the already paid fee will be fully recompensed or – after talking to the client – will be kept for the client's participation in a training on another date. In case of cancellation through *viva essenza*, Nicola Neumann-Mangoldt cannot be held liable for already booked journeys by car (e. g. rental car), train or flight. In addition, *viva essenza* is not liable for the rooms booked by companies for the respective training.

5.2 Cancellation of Coaching-Intensive-Programs or Online-Courses

Nicola Neumann-Mangoldt reserves the right to remove participants from the program even after the start of a coaching program or online course if she has the impression that this is for the best good of the participant and / or the other participants. Reasons for such an exclusion are in particular when Nicola Neumann-Mangoldt has come to the conclusion that she cannot support the client in the form that would be necessary for the personal situation of them. In addition, there may be an exclusion if the Nicola Neumann-Mangoldt determines that a participant is hindering the development of the whole group of participants or using the course space in a way that is not conducive to the group of participants as a whole.



In such a case, all outstanding installment payments will be canceled at the time of exclusion, or the course fee will be reimbursed pro rata if the one-off payment is made.

6. Training Requirements / Disclaimer

6.1 Nicola Neumann-Mangoldt works as trainer for personal development and relationship coach and offers participants new possibilities and perspectives, which serve the personal development and the unfolding of potential. Nicola Neumann-Mangoldt is neither an alternative practitioner, nor a psychotherapist and does not replace them. The trainings of *viva essenza* are no substitute for any therapy or medical treatment.

6.2 The participation of the clients in a training occurs at own risk and responsibility. Each participant is his/her own authority at any time and bears full responsibility for his/her participation and acting.

6.3 Nicola Neumann-Mangoldt cannot be held liable for damages resulting from the client's ignoring of *viva essenza* instructions. In addition to that, Nicola Neumann-Mangoldt cannot be held liable for harm or damages, which the client or participant causes himself/herself, others or third parties.

6.4 *viva essenza* is responsible – in the context of due diligence – for the faithful preparation, selection and the proper provision of agreed services. Apart from damages, which are based on gross negligence or intent, claims for indemnity brought forward by the client against *viva essenza* are excluded.

6.5 With the participation in any kind of training of *viva essenza*, the client automatically accepts these GTC. In addition to these GTC the separately published „Notes on Training and Coaching Participation of *viva essenza*“ are valid, which can also be found on the homepage of *viva essenza* (www.viva-essenza.com).

7. Data Security

The data of the client are saved by Nicola Neumann-Mangoldt in line with the data security regulation. Personal data of the client are not handed to third parties.

8. Supplements to Agreement

Supplements to agreement have to be done in written form.

9. Ineffectiveness of Single Regulations

Should single regulations of the contract with the client (including these GTC) fully or partly be or become invalid, the validity of the remaining regulations is not affected. Fully or partly ineffective regulations shall be replaced by a regulation, which provides economic success that comes as close as possible to the ineffective regulation.

10. Offeror

viva essenza

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