

General Terms & Conditions

§ 1 Application of the general terms and conditions

1) The general terms and conditions accepted by both contractual partners regulate the terms and conditions between the coach, trainer and consultant Michael Barthel (hereinafter referred to as coach) and his client as a service contract within the meaning of German §§ 611 ff BGB, unless otherwise agreed in writing between the contracting parties.

2) The contract is concluded when the client accepts the general quote of the coach, coaching in professional and / or private decision-making situations. This includes consulting, concepts and training on brand management, communications, brand positioning as well as self and conflict management.

3) The coach is entitled to reject an employment contract without giving reasons if the required relationship of trust cannot be expected, if he cannot or may not coach or advise due to his specialization or for legal reasons, or if there are reasons that lead to a conflict of conscience. In this case, the fee claim for services rendered up to the refusal of the advice remains.

§ 2 Content of the service contract

1) The coach provides his services to his client in such a way that he uses his knowledge and skills for coaching, training, consulting, training and prevention. The coach is entitled to use the methods that correspond to the presumed will of his client, if the client does not make a decision.

2) A subjectively expected success of the client cannot be promised or guaranteed. The object of the contract is therefore the provision of the agreed consulting, coaching or training service, not the achievement of a specific goal of the client.

If the client refuses to use such discussions, measures or relaxation procedures and only wants to be consulted / coached / trained according to scientifically recognized methods, he must explain this to the coach.

§ 3 Legal framework in coaching & training

1) Coaching and training are expressly not an exercise in medicine, therefore the coach may act in accordance with German HPG § 1 para. 2 do not identify, heal and alleviate diseases. The coach is also not allowed to take sick leave and prescribe medication.

2) Coaching and training are not psychotherapy and are not a substitute for psychotherapy. The client bears full responsibility for his / her actions during the entire coaching or training process, both during and outside the coaching or training dates. Participation in coaching or training requires normal psychological and physical resilience.

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If the organizer of a group coaching or group training or seminar event is not the coach, the client does not enjoy insurance cover from him.

§ 4 Participation of the client

1) The client is not obliged to actively participate. In most cases, consulting or coaching only makes sense if the client is actively involved. This applies in particular to the provision of the necessary information as a basic requirement for coaching or advice as well as for active participation in other methods.

2) The coach is entitled to end the consultation, the coaching, the training if the trust is no longer given, especially if the client denies the coaching or training content.

The client also has the right to end the consultation if the trust is no longer there. This must be done in good time – at least one week before the next agreed consultation date and in writing.

§ 5 Remuneration of the coach

1) The coach is entitled to a fee for his services. If the fees have not been individually agreed between the coach and the client, the rates listed in the coach's price list apply. All other fee lists or directories do not apply.

2) The client must pay the fees without deduction within 5 days of the invoice being issued. Payment terms, installment payments or special conditions must be agreed before the start of the consultation, coaching or training and recorded in the order confirmation.

3) If a consultation, coaching or training appointment is made outside of the practice location, additional reasonable travel and accommodation costs, if applicable, will be charged.

§ 6 Confidentiality of consultation

1) The coach treats the data of the client confidentially and provides information regarding the content of the consultation as well as its accompanying circumstances and the personal circumstances of the client only with the express consent of the client. The written form can be waived if the information is in the interest of the client and it can be assumed that the client will agree. Otherwise, confidentiality is fixed in writing in a non-disclosure agreement (NDA).

2) Paragraph 6 (1) does not apply if the coach is obliged to pass on the data due to legal regulations, for example in the case of criminal offenses, or is required to provide information by official or judicial order. This also applies to information custodians, but not for information to spouses, relatives, family members, colleagues or superiors.

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3) Paragraph 6 (1) is also not applicable if personal attacks against the coach or his professional practice take place in connection with the coaching and he can relieve himself by using relevant data or facts.

4) The coach keeps a record of his performance. The client is entitled to inspect these records; he / she can request the release of these records and in this case receives a copy of the information recorded there. Paragraph 6 (2) remains unaffected.

5) If the client requests detailed minutes about the coaching / training or consultation, the coach creates this from the records, subject to actual costs and fees.

§ 7 Disagreement

Disagreements from the service contract and the general terms and conditions should be settled amicably. For this purpose, it is advisable to present counter ideas, dissenting opinions or complaints in writing to the other contracting party.

§ 8 Severability clause

If individual provisions of the service contract or the general terms and conditions are or become invalid, the effectiveness of the service contract as a whole will not be affected. Rather, the invalid or void provision is to be freely replaced by a provision that comes as close as possible to the purpose of the contract or the will of the party.