



General Terms & Conditions

These General Terms and Conditions (GTC) are valid for all trainings and event contracts between Nicola Nagel (in the following also called *viva essenza*) and her ordering customers (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

Upon assignment of *viva essenza* through the ordering customer (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 ordering customer accepts this offer within this period of time.

Thus, bookings are binding.

2. Scope Of Service

The scope of service arises from the specific training contract. A guarantee for a subjectively assumed training progress on the part of the client is not given.

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

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.

The client receives an invoice, which is payable the begin of the training, without any deductions, unless something else is explicitly agreed.

4. Cancellation Of Trainings Through The Ordering Customer

The cancellation of a contract / booking has to be done in written form. In this context please note that we charge a cancellation fee of 150 Euros for cancellations 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.

5. Cancellation Of Trainings Through *viva essenza*

The organizer 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 the organizer, *viva essenza* cannot be held liable for already booked journeys by car (e. g. rental car), train or flight.

6. Training Requirements / Disclaimer

Nicola Nagel works as trainer and coach according to Possibility Management and offers participants new possibilities and perspectives, which serve the personal development and the unfolding of potential. Nicola Nagel is neither an alternative practitioner, nor a psycho therapist and does not replace them either. The trainings of *viva essenza* are no substitute for any therapy or medical treatment.

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.

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

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.

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 Nagel 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 contract partner (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. Place Of Jurisdiction

The place of jurisdiction is Nördlingen, Germany.

11. Offeror

viva essenza

Owner: Nicola Nagel

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