



General Terms and Conditions (AGB) better life coach Sandra Manich e.U.

1. General principles

1.1 All legal transactions between better life coach Sandra Manich e.U. and her client are exclusively subject to these General Terms and Conditions (GTC). The version valid at the time of the conclusion of the contract is decisive.

1.2 They also apply to all future contractual relationships, thus even if no express reference is made to them in additional contracts.

1.3 Conflicting general terms and conditions of the client are invalid unless they are expressly recognised in writing by better life coach Sandra Manich e.U..

1.4 In the event that individual provisions of these GTC are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision which comes as close as possible to the meaning and economic purpose of the invalid provision.

2. Scope of the consulting assignment/Substitution

2.1 The scope of a specific consulting, training or coaching order is contractually agreed in each individual case. Offers from better life coach Sandra Manich e.U. are subject to change. The contract between better life coach Sandra Manich e.U. and her client is concluded as soon as better life coach Sandra Manich e.U. receives the written acceptance of the offer or better life coach Sandra Manich e.U. confirms an order placement in writing. Changes or additions to the offer by the client are only effective if better life coach Sandra Manich e.U. accepts them in writing.

2.2 The content and scope of the services result from the contract or other service descriptions (website, flyer). Non-substantial changes to the content and/or organisation of the services by better life coach Sandra Manich e.U. are permitted.

2.3 better life coach Sandra Manich e.U. is entitled to have the order carried out in whole or in part by employees or third parties (e.g. cooperation partners) selected by it (substitution). The commissioning and payment of the third party shall be carried out exclusively by better life coach Sandra Manich e.U. itself. There is no direct contractual relationship of any kind between the third party and the client.

2.4 The client undertakes not to enter into any business relationship whatsoever with persons or companies used by better life coach Sandra Manich e.U. for the fulfilment of its contractual

obligations during or up to three years after the termination of this contractual relationship. In particular, the client shall not commission these persons and companies with such or similar consulting services that are also offered by better life coach Sandra Manich e.U..

3. Obligation of the client to inform/Declaration of completeness

3.1 The client shall inform better life coach Sandra Manich e.U. comprehensively about previously carried out and/or ongoing consultations, trainings or coachings - also in other specialist areas.

3.2 The client shall ensure that better life coach Sandra Manich e.U. is provided with all information and documents necessary for the fulfilment and execution of the consulting, training or coaching order in a timely manner and is informed of all processes and circumstances that are of importance for the execution of the order. This also applies to all documents, processes and circumstances that only become known during the activities of better life coach Sandra Manich e.U..

3.3 The client shall ensure that the organisational framework conditions during the fulfilment of the counselling, training or coaching order allow the work to be carried out as undisturbed as possible and in a manner conducive to the rapid progress of the counselling process. It shall promote the activities of better life coach Sandra Manich e.U. as far as possible and reasonable.

3.4 The client shall ensure that its employees and the legally prescribed and, if applicable, established employee representation (works council) are informed by better life coach Sandra Manich e.U. prior to the commencement of its activities.

4. Dates

4.1 better life coach Sandra Manich e.U. shall endeavour to meet the specified deadlines for performance as precisely as possible. If a performance date cannot be met by better life coach Sandra Manich e.U. for reasons for which better life coach Sandra Manich e.U. is not responsible (e.g. due to force majeure, illness or an insufficient number of participants in the case of group events), better life coach Sandra Manich e.U. shall be entitled to name an alternative date to the exclusion of any claims for damages (see also point 13.).

4.2 If the client is unable to keep an agreed coaching appointment, the client must give at least 48 hours' notice in writing (including by e-mail). In the event of cancellation within 48 hours, the full amount for the session will be charged, even if the session did not take place.

4.3 In the event of a cancellation by the client of participation in blocked events (seminars, trainings, workshops), better life coach Sandra Manich e.U. must be informed in writing (also by e-mail) at least 4 weeks before the start of the event. Otherwise, better life coach Sandra Manich e.U. is entitled to charge cancellation fees in accordance with point 5.3.

4.4 In the event of a withdrawal of the client from consultations in the sense of management consultancy, better life coach Sandra Manich e.U. must be informed of this in writing (also by e-mail) no later than 2 weeks before the contractually agreed date. Otherwise, better life coach Sandra Manich e.U. is entitled to charge cancellation fees according to point 5.4.

5. Cancellation conditions

5.1 Cancellation by the client is only possible with the written consent of better life coach Sandra Manich e.U.. Cancellation by the client as well as notification by better life coach Sandra Manich e.U. can be made by registered letter, fax or e-mail.

5.2 In the event of cancellation of an agreed individual appointment (coaching) by the client within 48 hours, better life coach Sandra Manich e.U. shall be entitled to charge the agreed fee.

5.3 In the event of cancellation by the client of participation in blocked events (seminars, trainings, workshops) less than 4 weeks before the start of the event, 20 % of the agreed event price shall be paid, in the event of cancellation up to one week 50 % and thereafter the full amount of the agreed event price shall be paid.

5.4 In the event of withdrawal by the client from consultations in the sense of management consultancy less than 2 weeks before the start of the consultation, 50 % of the agreed fee shall be payable in the event of withdrawal up to one week before the start of the consultation and thereafter the full amount of the agreed fee shall be payable.

6. Fee

6.1 After fulfilment of the services defined in the contract, better life coach Sandra Manich e.U. shall receive a fee in accordance with the contractual agreement between the client and better life coach Sandra Manich e.U.

6.2 better life coach Sandra Manich e.U. will issue an invoice in each case. better life coach Sandra Manich e.U. is entitled to send invoices to the client also in electronic form. The client expressly agrees to the sending of invoices in electronic form by better life coach Sandra Manich e.U.

6.3 The fee shall be due for payment promptly and without deduction upon presentation of the invoice by better life coach Sandra Manich e.U. For orders exceeding EUR 1,000, better life coach Sandra Manich e.U. is entitled to demand a down payment and partial payments. In the case of orders comprising several units or partial steps, better life coach Sandra Manich e.U. is entitled to invoice after the provision of each individual service.

6.4 Any cash expenses, out-of-pocket expenses, travel expenses, etc. incurred shall be reimbursed by the client upon presentation of an invoice by better life coach Sandra Manich e.U.

6.5 If the agreed order is not carried out due to reasons on the part of the client or due to a justified premature termination of the contractual relationship by better life coach Sandra Manich e.U., better life coach Sandra Manich e.U. shall retain the claim to payment of the entire agreed fee less saved expenses.

In the case of an agreement on an hourly fee, the fee for the number of hours that could have been expected for the entire agreed work is to be paid less the saved expenses. The saved expenses are agreed as a lump sum of 30 per cent of the fee for those services which the contractor has not yet performed by the date of termination of the contractual relationship.

6.6 Compliance with the agreed payment dates constitutes an essential obligation for the fulfilment of the contract by better life coach Sandra Manich e.U. Any delay in payment entitles better life coach Sandra Manich e.U. to discontinue the current fulfilment of the contract and to withdraw from the contract. All associated costs and loss of profit are to be borne by the client. In the event of late payment, the client is obliged to pay interest on arrears at the statutory rate, but at least 10% p.a. and all collection costs.

6.7 In the event of non-payment of interim invoices, better life coach Sandra Manich e.U. is released from its obligation to provide further services. However, this does not affect the assertion of further claims resulting from non-payment.

7. Data collection

7.1 Upon conclusion of the contract, the client agrees to the collection and use of his/her data by better life coach Sandra Manich e.U. within the framework of the applicable data protection regulations. The data protection declaration of better life coach Sandra Manich e.U. applies, which is available at <https://betterlifecoach.at/datenschutz/> and to which the client expressly agrees.

8. Naming as reference

The client agrees that better life coach Sandra Manich e.U. may mention the company name of the client as a reference on the website and possibly on flyers.

9. Protection of intellectual property/Copyrights

9.1 The copyrights to the works created by better life coach Sandra Manich e.U. and commissioned third parties (in particular offers, reports, analyses, expert opinions, organisational plans, programmes, service descriptions, drafts, calculations, drawings, data carriers etc.) shall remain with better life coach Sandra Manich e.U. They may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the client is not entitled to reproduce and/or distribute the work(s) without the express consent of better life coach Sandra Manich e.U.. Under no circumstances shall an unauthorised reproduction/dissemination of the work give rise to any liability on the part of better life coach Sandra Manich e.U. - in particular for the correctness of the work - vis-à-vis third parties.

9.2 The breach of these provisions by the client entitles better life coach Sandra Manich e.U. to terminate the contractual relationship immediately and prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

10. Secrecy/Loyalty

10.1 better life coach Sandra Manich e.U. undertakes - subject to deviating regulations within the framework of the contract and these General Terms and Conditions - to maintain absolute secrecy and confidentiality with regard to all business matters of which it becomes aware, in particular business and trade secrets as well as any information which it receives about the nature, scope of business and practical activities of the client. Furthermore, better life coach Sandra Manich e.U. undertakes to maintain secrecy and confidentiality with regard to all

personally and professionally relevant information that has become known to it in the course of the provision of services. The confidentiality and secrecy extends for a period of three years, even beyond the end of the contractual relationship. Exceptions exist in the case of legally stipulated obligations to testify.

10.2 The contractual partners undertake to be loyal to each other. The client is prohibited from soliciting participants of events of better life coach Sandra Manich e.U. for the duration of the contract and for twelve months after the end of the contract. Clients in breach of this are obliged to pay damages amounting to three times the lost fee. We reserve the right to assert further claims for damages.

11. Warranty

11.1 Since the success of seminar, training and coaching services depends to a large extent on the commitment of the client, better life coach Sandra Manich e.U. does not assume any guarantee for the success intended by the provision of the services.

11.2 For consultations in the sense of management consultancy, better life coach Sandra Manich e.U. is entitled and obliged, irrespective of fault, to remedy any inaccuracies and deficiencies in its services that become known. better life coach Sandra Manich e.U. shall inform the client of this without delay. This claim of the client expires 6 months after the provision of the respective service.

12. Liability/Compensation

12.1 better life coach Sandra Manich e.U. shall be liable to the client for damages - with the exception of personal injury - only in the case of gross negligence (intent or gross negligence).

12.2 Claims for damages and warranty claims by the client can only be asserted in court within six months of knowledge of the damage and the damaging party, but at the latest within three years of the event giving rise to the claim.

12.3 The client must provide evidence that the damage is due to the fault of better life coach Sandra Manich e.U.

12.4 Warranty and claims for damages for services provided by third parties are excluded. better life coach Sandra Manich e.U. assigns these claims to the client, who in this case has priority over these third parties.

13. Duration of the contract

13.1 The contract ends in principle with the fulfilment of the defined services.

13.2 Notwithstanding this, the contract may be terminated at any time for good cause by either party without notice. Good cause shall be deemed to exist in particular

- if a contractual partner breaches essential contractual obligations or
- if a contractual partner defaults on payment after insolvency proceedings have been opened,
- if there are justified doubts regarding the creditworthiness of a contractual partner for whom insolvency proceedings have not been opened and this contractual partner, at the request of

better life coach Sandra Manich e.U., neither makes advance payments nor provides suitable security prior to performance by better life coach Sandra Manich e.U. and the poor financial circumstances of the other contractual partner were not known at the time of conclusion of the contract.

14. Mediation clause

14.1 In the event of disputes arising from this contract which cannot be settled amicably, the contracting parties agree by mutual consent to involve registered mediators (ZivMediatG) specialising in business mediation from the list of the Ministry of Justice for the out-of-court settlement of the conflict. If no agreement can be reached on the selection of the business mediators or on the content, each contracting party shall nominate a business mediator; the decision shall then be made by lot.

14.2 Recourse to the ordinary courts shall be admissible at the earliest one calendar month after the start of the mediation. This shall apply mutatis mutandis if one party to the contract requests mediation and the other party to the contract does not enter into this mediation within one month.

14.3 All necessary expenses incurred as a result of a previous mediation, in particular also those for a legal advisor, may be claimed as "pre-litigation costs" in court or arbitration proceedings following the mediation, as agreed.

15. Final clause

15.1 The contracting parties confirm that they have made all statements in the contract conscientiously and truthfully and undertake to inform each other immediately of any changes.

15.2 Amendments to the contract and these GTC must be made in writing, as must any waiver of this formal requirement. There shall be no verbal collateral agreements.

15.3 This contract shall be governed by Austrian substantive law, excluding the conflict of laws rules of private international law. The place of performance is the place of the professional establishment of better life coach Sandra Manich e.U. For all disputes arising from or in connection with this contract, the competent court at the registered office of better life coach Sandra Manich e.U. shall have exclusive jurisdiction.