ComTeam Academy & Consulting GmbH – General Terms and Conditions

Last updated: January 15, 2026

I. General provisions

§ 1 Scope of application

1. All seminars, training courses, workshops, or other services (including virtual or online) provided by ComTeam Academy & Consulting GmbH (ComTeam GmbH) are subject to our General Terms and Conditions (GTC) in addition to the respective contractual agreements. These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the client only become part of the contract if and as far as ComTeam GmbH has expressly agreed to their validity in writing. This requirement of consent applies in every case, for example even if the client refers to its general terms and conditions in the context of the registration/order confirmation and ComTeam GmbH does not expressly object to this.
2. The General Terms and Conditions consist of the General Provisions (I.) and the Special Provisions for in-house training and consulting (II.), for training, seminar and unique events organised by the ComTeam Academy (III.), for Knowledge Nuggets (IV.) and for specialist books and materials offered online (V.).

§ 2 General

1. ComTeam GmbH's offers are expressly not aimed at consumers within the meaning of § 13 BGB. These GTC therefore only apply if the client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. ComTeam GmbH may demand that the client provides sufficient proof of its status as an entrepreneur before concluding the contract, e.g. by providing its VAT ID number or other suitable evidence. The data required for the proof must be provided by the customer completely and truthfully. By concluding the contract, the client confirms that he is commissioning or acquiring the services to be provided by ComTeam GmbH or the documents produced by ComTeam GmbH for his commercial or freelance activity.
2. Amendments or additions to these terms and conditions must be made in writing. Individual agreements always take precedence.
3. The business relations between ComTeam GmbH and the customer are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
4. The exclusive place of jurisdiction for all legal disputes is Miesbach. ComTeam GmbH is also authorised to sue the client at his general place of jurisdiction.

§ 3 Services of ComTeam GmbH

1. ComTeam GmbH provides services in the context of independent and instruction-free consulting for its clients, including in the areas of strategy consulting, personality development, leadership skills, change management, cultural development, moderation, and coaching, as well as the corresponding training.
2. No specific success is owed or guaranteed. The client is solely responsible for deciding on the implementation, timing, nature, and scope of the measures recommended by or agreed with ComTeam GmbH. This also applies if ComTeam GmbH accompanies such measures in consultation with the client.

3. The specific content and scope of the service to be provided by ComTeam GmbH is based on the order placed in writing. If the need for additional or supplementary activities arises, ComTeam GmbH will draw the client's attention to this. In this case, an extension of the order is also effected by the client expressly requesting the additional or supplementary work or accepting it without objection.
4. The booked service is not tied to specific personnel support. ComTeam GmbH reserves the right to replace or change the consultants or trainers used for seminars, training courses, workshops, or other services. In the event of a replacement or reassignment, this will be carried out exclusively by comparably qualified ComTeam GmbH personnel. This does not give rise to any claims on the part of the client, about cancellation or rebooking.
5. In the event of illness or any other impediment not attributable to ComTeam GmbH, another consultant or trainer will usually conduct the scheduled sessions. If a session must be cancelled or postponed, ComTeam GmbH will inform the client without delay. ComTeam GmbH is entitled, while taking the client's interests into account, to reschedule individual booked sessions for a later date. If an event cannot be rescheduled within a reasonable period, any fees already paid will be refunded. No further claims shall apply.
6. If, due to the client's behaviour during the seminar, training, workshop, or other service provided by ComTeam GmbH, it becomes apparent that the implementation of the measure is unsuitable for him or that he is hindering the progress of the seminar, training, workshop, or other service provided by ComTeam GmbH, ComTeam GmbH reserves the right to declare the client's participation terminated. In this case, the client will be reimbursed the participation fee for the units not attended.
7. ComTeam GmbH assumes that the information and documents provided by the client and the figures submitted are complete and correct. ComTeam GmbH is not obliged to check the accuracy, completeness, or correctness or to carry out its own research. This shall also apply if, within the scope of the order placed, ComTeam GmbH is required to carry out plausibility checks or valuations which are based solely on the information, details or documents provided by the client and do not involve their verification.

§ 4 Granting of rights of use

1. The written elaborations, graphics, or other documents of ComTeam GmbH (working documents) handed over to the client are protected by copyright. Upon full payment of the remuneration owed, the client shall receive a non-transferable, single, spatially, and temporally unrestricted right to use the training documents for his own purposes. The right of use granted does not allow the customer to use the documents on the Internet or in other publicly accessible media.
2. The passing on or presentation of the working documents to third parties requires the explicitly written consent of ComTeam GmbH. This also applies if the third party bears or assumes the remuneration of ComTeam GmbH's work for the client in whole or in part.
3. As far as ComTeam GmbH permits the respective client to use the working documents for business purposes within his company, the client is authorised to save the files received on his computer and to print them out. The right of use granted does not permit the client to pass on the documents in unaltered or altered form to third parties outside the company, either free of charge or for a fee, without the consent of ComTeam GmbH.
4. In the event of the business use of documents or files within his company, the customer is obliged to indicate the authorship of ComTeam GmbH (copyright) on all documents and files (including edited or reproduced).

§ 5 Value added tax and payment

1. The agreed fees or prices are net plus sales tax, unless otherwise stated.
2. Unless otherwise agreed, the client's payment obligations are due for payment immediately after invoicing. If a client defaults on its payment obligations, ComTeam GmbH may demand compensation and/or withdraw from the contract in accordance with the statutory provisions.
3. ComTeam GmbH always issues an invoice to the client. ComTeam GmbH may also send the invoice as a PDF via e-mail.
4. ComTeam GmbH is entitled to invoice the services specified in the respective contractual relationship after completion of the activity and according to the expenses incurred, also for partial services, or to demand instalment or advance payments.
5. As far as ComTeam GmbH makes use of licensed products during its activities for the client, invoicing is carried out by ComTeam GmbH on behalf of the licensor.

§ 6 Offsetting and right of retention

The client is only entitled to set-off or retention if the counterclaims are recognised by ComTeam GmbH or have been legally established. The client is only authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

§ 7 Liability

1. ComTeam GmbH is liable for material defects and defects of title in accordance with the statutory provisions. Liability for third-party licence products is excluded. ComTeam GmbH is not liable for the consequences of content-related decisions and claims by third parties arising from the jointly supported process.
2. Apart from liability for material defects and defects of title, ComTeam GmbH is only liable for damages incurred in the event of wilful intent or gross negligence. In the event of simple negligence, ComTeam GmbH is liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), only for damages arising from injury to life, limb, or health and in the event of a breach of material contractual obligations; in the latter case, however, liability is limited to compensation for foreseeable, typically occurring damages. ComTeam GmbH reserves the right to object to contributory negligence.
3. The limitations of liability resulting from paragraph 2 also apply to third parties and in the event of breaches of duty by persons whose fault ComTeam GmbH is responsible for in accordance with statutory provisions.
4. The client's claim for damages is excluded unless it is asserted by the client against ComTeam GmbH within 14 days of becoming aware of the circumstances giving rise to liability, at least on the merits. This does not apply to damages arising from injury to life, limb, or health or for other damages which are based on an intentional or grossly negligent breach of duty by ComTeam GmbH or its vicarious agents.
5. Liability under the Product Liability Act and other mandatory statutory provisions shall remain unaffected.

§ 8 Data protection

1. The customer is aware and agrees that the personal data required to process the order will be processed by ComTeam GmbH on data carriers. The client expressly consents to the processing of his personal data. The stored personal data will of course be treated confidentially by ComTeam GmbH. The processing of the client's personal data is carried out in compliance with the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).
2. The customer agrees that his personal data may also be stored after termination of the contractual relationship for the purpose of further support, quality assurance and documentation.
3. Personal information may also be used to provide information about products, marketing measures and other services with the prior express consent of the customer.
4. For more detailed information on data protection, the collection, processing and use of personal data and the associated rights of the customer to information, objection, cancellation, complaint, correction, deletion, or restriction, please refer to the data protection declaration, which can be accessed at www.comteamgroup.com/de/datenschutz and printed out or requested in writing by sending an e-mail to de.office@comteamgroup.com.

II. Special provisions for in-house training and consulting

§ 9 Commissioning, determination of order completion

1. The task, the procedure, the form of the work results and the remuneration are set out in a written agreement between ComTeam GmbH and the client. The contract comes into effect upon the signing of this agreement or an express written agreement on the execution of the contract by both parties. Changes, additions or extensions to the task, the procedure and the form of the work results require a written or textual agreement. A contract shall also be concluded by commissioning in text form or the utilisation of services.
2. The services of ComTeam GmbH are considered rendered when the necessary clarifications, the resulting conclusions, and the recommendations have been developed and made available to the client. It is immaterial whether or when the client implements the conclusions or recommendations, unless ComTeam GmbH also accompanies the implementation. This additional service is considered rendered when the trainings or measures agreed upon in the context of the implementation have been carried out.

§ 10 Obligations of the customer

1. The client agrees to support the activities of ComTeam GmbH in every phase through active and appropriate co-operation. In particular, the client shall, at its own expense, create all the conditions within its sphere of influence that are necessary for the provision of the service and shall provide the information and documents required for the fulfilment of the order in full, accurately and in suitable time. As far as ComTeam GmbH is deprived of the required appropriate prerequisites, the client must pay separately for the resulting waiting times, which will be documented.

2. If the client does not perform the acts of co-operation required after being requested to do so by ComTeam GmbH, or does not perform them in full, ComTeam GmbH is entitled, but not obliged, to terminate the concluded contract without notice after giving prior written notice. In this case, ComTeam GmbH may invoice the client either for the services rendered and costs incurred up to the time of termination or instead for the agreed or forecast total remuneration less the expenses saved because of the premature termination of the contract.
3. The trainers employed by ComTeam GmbH to organise the training or seminar events act exclusively on behalf of and in the name of ComTeam GmbH during their activity. Within a period of 24 months after the end of the training or seminar event, additional, follow-up and new orders with the trainers must be processed exclusively via ComTeam GmbH. In the event of a breach of the above obligation, the client must compensate ComTeam GmbH for the resulting damage in the amount of the lost profit.

§ 11 Obligations of ComTeam GmbH

1. ComTeam GmbH undertakes to maintain confidentiality vis-à-vis third parties for an unlimited period about all operational, business, and private matters of the client that become known during the activity, even after termination of the contract. In addition, ComTeam GmbH undertakes to store the documents provided for the purpose of the consultancy activity carefully and to protect them against inspection by third parties.
2. ComTeam GmbH is obliged to have its employees or vicarious agents sign a corresponding declaration of commitment at the client's request.

§ 12 Protection of work results, non-solicitation clause, contractual penalty

1. The reports, plans, drafts, lists, graphics, and calculations prepared by ComTeam GmbH may only be used for the contractually agreed purposes. Any non-contractual use of these services, in particular their disclosure or publication, requires the prior written authorisation of ComTeam GmbH. This also applies if the service provided is not the subject of special statutory rights, in particular copyright.
2. The parties mutually undertake not to entice away any employees of the other party directly or indirectly during the term of the contract and within 24 months of the end of the cooperation. Enticement is understood to mean influencing an employee bound by an employment contract with the aim of persuading them to change jobs. In the event of a culpable breach of this obligation by one party, the other party shall be entitled to demand a contractual penalty of up to one year's salary of the enticed-away employee from the enticing-away party, the appropriateness of which shall be reviewed by a court at the request of this party, unless the enticing-away party proves that it did not entice away the employee. The assertion of other claims, for injunctive relief or damages, remains unaffected by this.

III. Special provisions for training, seminar, or unique events of the ComTeam Academy

§ 13 Booking of training or seminar events

1. All bookings or booking enquiries for Academy events, e.g. via www.comteamgroup.com, by telephone, email, letter, fax or via seminar platforms, constitute a binding offer to conclude a contract. A confirmation of receipt does not constitute acceptance of the offer.

2. ComTeam GmbH is entitled to accept the offer of the contractual partner within two weeks by sending a booking confirmation in text form by post, fax, or e-mail. The contract is concluded upon receipt of the booking confirmation. ComTeam GmbH is entitled to reject any registration without giving reasons.
3. Due to the limited number of participants – in the interest of the customers – registrations will be considered in the order in which they arrive.
4. If Knowledge Nuggets form part of a booked seminar or programme, the provisions set out in Section IV shall apply.
5. The trainers employed by ComTeam GmbH to organise the training or seminar events act exclusively on behalf of and in the name of ComTeam GmbH during their activity. Within a period of 24 months after the end of the training or seminar event, additional, follow-up and new orders with the trainers must be processed exclusively via ComTeam GmbH. In the event of a breach of the above obligation, the client must compensate ComTeam GmbH for the resulting loss in the amount of the lost profit. § Section 12 (2) applies accordingly.
6. Together with the seminar registration, ComTeam automatically reserves a room with overnight accommodation and conference catering in the designated conference hotel.

§ 14 Prices for training, seminars and unique events, cancellations and rebookings

1. The prices stated in the course programmes or in the online portal or the prices agreed individually in writing shall apply to participation in training, seminar, or unique events of the ComTeam Academy.
2. Following the booking confirmation, the participation fee will be invoiced, at the latest two weeks before the start of the event. Payment is due immediately upon receipt of the invoice and, in any case, before the event begins. If the participation fee has not been paid by the start of the event, ComTeam GmbH is entitled to refuse participation.
3. The prices include the training services and the training documents in German or English, depending on availability, unless otherwise stated. Participants will also receive a written confirmation of participation and, if they pass the examination, a certificate. Other costs in connection with the training, such as accommodation or full board costs and travel expenses, are not included in the participation fee Non-attendance or only partial participation in an event does not entitle the participant to a reduction in the participation fee.
4. The hotel costs are listed separately in the booking confirmation. The partner hotel will invoice the participant directly at the end of the event.
5. Participants may cancel their participation in training, seminar, or unique events in writing before the start of the event as follows:
   - If the cancellation is made 3 months or earlier before the start of the event, it is free of charge; any participation fees already paid will be refunded by ComTeam GmbH.
   - If the cancellation is made between 3 months and 4 weeks before the start of the event, a processing fee of EUR 150.00 plus VAT will be charged for single-part events and EUR 300.00 plus VAT for multi-part events; any participation fees already paid will be refunded by ComTeam GmbH.
   - In the event of later cancellation, 75% of the net participation fee will be charged as a cancellation fee
   - If a multi-part event such as the Learning Journey “Leadership Essentials” is cancelled, there is no entitlement to a partial refund.

- If a training course such as the business coaching training or a seminar package such as “Leadership Personality” is booked as a whole and with one invoice, it can be rebooked free of charge for all ComTeam products or, if the training course is cancelled, the remaining entitlement can be transferred to other persons. The refund of the remaining amount is excluded.

6. If a participant is unable to take part in a training, seminar, or special event due to illness and can prove this by presenting a medical certificate, he/she has the right to rebook free of charge for a training course with the same course name on the next available date.
7. Registration for individual events can be transferred to another person at any time. If the participation fee has already been paid, there is no right to cancellation.
8. For a processing fee of EUR 150.00 plus VAT, a customer can also rebook the registration once to another ComTeam event within the following 6 months in the period between 3 months and 4 weeks before the start of the event. Different participation prices must be balanced out.
9. Hotel bookings can be cancelled free of charge up to 6 weeks before the start of the seminar. Cancellations within 6 weeks before the start of the seminar will incur cancellation fees for accommodation and meals, depending on the venue.
10. We recommend that you insure yourself against the risk of cancellation and take out cancellation insurance.

§ 15 Implementation of training and seminar events, cancellation and cancellation, legal information

1. The venue is specified in the current training description or in the confirmation letter. We reserve the right to relocate the venue or change the trainer line-up. Unless otherwise agreed, the minimum number of participants is 6.
2. ComTeam GmbH reserves the right to cancel, postpone or combine confirmed events with events of comparable content for worthy cause. Worthy cause is deemed to be circumstances for which ComTeam GmbH is not responsible, if the minimum number of participants is not reached, due to the cancellation of a trainer without the possibility of deploying a replacement or due to force majeure. In this case, however, ComTeam GmbH will endeavour to offer alternatives. In the event of cancellation or cancellation of the event, ComTeam GmbH will inform the participants immediately and reimburse any participation fees already paid; no further claims may be made unless these are based on the participants not being informed of the cancellation of the event or not being informed in suitable time.
3. The events organised by the ComTeam Academy do not constitute services in the medical or naturopathic sense but serve solely to develop the participant’s personality. Participation in ComTeam Academy events does not represent a health risk for a person of normal physical and mental health. Nevertheless, we advise against participation in the event of serious acute physical or mental impairments/illnesses or if the participant is under the influence of medication, drugs, or alcohol. All participants are fully responsible for themselves and their actions inside and outside the event and are liable for any damage caused.

§ 16 Copyrights to training documents

All copyrights and other industrial property rights relating to the training documents, including those relating to translation, reprinting and reproduction, remain with ComTeam GmbH. No user may reproduce, duplicate, distribute or publicly reproduce the training documents, in whole or in part, in any form, including for the purposes of teaching, without the prior written authorisation of ComTeam GmbH.

IV. Special Provisions for Knowledge Nuggets

§ 17 Booking, Contract Formation and Access

1. Booking “Knowledge Nuggets” is only possible via the ComTeam GmbH webshop. Each client is entitled to one free test nugget. Additional nuggets can be booked individually or as part of a package. To book, the client selects the desired date or nugget package and enters the required details during the booking process. By completing the order process and submitting the order, the client makes a binding offer to conclude a contract. The contract is formed once ComTeam GmbH accepts the booking by sending an automatic order confirmation via email.
2. When booking a “nugget package” or a programme/seminar that includes nuggets as part of its content, the client will receive an access code together with the invoice. This code allows the client to book individual nuggets for the desired dates free of charge in the webshop afterwards. The access code is intended solely for the booked individual and must not be shared or published. Booking individual nuggets follows the process described in paragraph 1.
3. After successfully booking a nugget date, the client will receive a separate email containing the access link for the online session. This link is intended solely for the booked individual and must not be shared or published. Sharing the access link or allowing unauthorised persons to participate constitutes a breach of these Terms and Conditions and may result in claims for damages. The client is obliged to treat the access link and any login details confidentially and protect them from unauthorised access.

§ 18 Payment Terms

1. For paid bookings of Knowledge Nuggets or nugget packages, an invoice will be sent by email to the address provided by the client after the contract has been concluded.
2. The invoice amount is payable immediately upon receipt without deduction.

§ 19 Cancellation, Rebooking, and Cancellation by ComTeam GmbH

1. The client may cancel or rebook nugget dates free of charge in writing (by email) up to 24 hours before the start. If a paid date is cancelled on time, the amount already paid will be refunded in full. Alternatively, the client may rebook to another date free of charge. If cancellation occurs later than 24 hours before the start or the client does not attend without prior notice, the service will be deemed provided. In this case, there is no entitlement to a refund or rebooking.
2. If a nugget package is cancelled, the package price will be refunded minus the regular individual prices of nuggets already attended.
3. ComTeam GmbH reserves the right to cancel or postpone events for important reasons (e.g., trainer illness, technical issues). In such cases, the client will be informed immediately and will receive either a replacement date or a full refund of the amount paid. Alternatively, a free rebooking to another date is possible. Further claims are excluded.

§ 20 Usage Rights

1. Participation in a “Knowledge Nugget” is intended solely for the person specified during the booking process.
2. Sharing the access link or login details with third parties and participation by unauthorised persons is prohibited. It is also not permitted to record the event in whole or in part, make it publicly accessible, or distribute it in any other way.
3. All content of the “Knowledge Nuggets”, including presentations and accompanying materials, is protected by copyright and remains the property of ComTeam GmbH. Any use beyond participation, particularly commercial reuse, is not permitted without prior written consent from ComTeam GmbH.
4. Breaches of these provisions may result in claims for damages and exclusion from future events.

V. Special provisions for specialist books and materials offered online

§ 21 Conclusion of contract and processing

1. ComTeam GmbH offers individual materials and tools via its website. The customer can find detailed information in the article descriptions.
2. A purchase contract is concluded when ComTeam GmbH confirms the client’s order in text form or when ComTeam GmbH sends the client the works ordered.
3. ComTeam GmbH has created the texts, graphics and images contained in the works to the best of its knowledge and belief in compliance with the relevant laws and legal provisions. The final examination and evaluation of the content for the intended use in each individual case is the responsibility of the client; this applies about any changes in the factual and legal situation at the time of use and to any changes and additions made by the client.
4. For the purchase of ComTeam GmbH works via other providers such as the Amazon.de platform, the general terms and conditions of these providers also apply.

§ 22 Prices and shipping costs, payment

1. The prices stated on the website of the respective provider apply. Packaging and shipping costs may be added.
2. When ordering via ComTeam GmbH, the products will be dispatched after receipt of payment. If a purchase is made on account, payment is due immediately.

§ 23 Copyright

1. The works offered by ComTeam GmbH are subject to copyright protection under the German Copyright Act. Copyright protection extends to the texts and images contained therein, as well as to the structure and design.
2. Without the prior written consent of ComTeam GmbH, no user may reproduce, copy, distribute or publicly reproduce all or part of the works in any form, not even for teaching purposes.

VI. Final Provisions

§ 24 Salvatory Provision

Should any clause of the contract or of these terms and conditions be legally ineffective or become legally ineffective in the future, such ineffectiveness shall not affect the legal effectiveness of the remaining clauses of the contract or of these terms and conditions. In such a case, the contracting parties shall agree on a legally effective provision which comes closest to the meaning and purpose as well as the economic objective of the ineffective clause. The same procedure shall be applied if the contract or these terms and conditions contain a regulatory gap which must be closed by an additional interpretation of the contract.