

# FRIEDERIKE FABRITIUS

NEUROPSYCHOLOGIST  
AUTHOR · KEYNOTE SPEAKER

## **General Terms and Conditions (GTC)**

General terms and conditions of Friederike Fabritius

### **§ 1 General Provisions**

The following general terms and conditions of Friederike Fabritius apply to all services in the framework of keynote speeches, coaching, consulting, and training courses (in-house and public) for business owners, consumers, legal persons under public law or special estates under public law (referred to in the following as "the Client"). The inclusion of the Client's general terms and conditions is rejected reserving any expressed written consent. The contents of this Agreement are strictly private and confidential and may not be communicated to a third party without the written consent of Friederike Fabritius.

### **§ 2 Conclusion of Contract**

A contract comes into existence when the proposal has been signed by the Client. This will be done within 14 days after receipt of the proposal/contract in text form and sent via email to [ff@fabulous-brain.com](mailto:ff@fabulous-brain.com). After the signing of the proposal and the receipt of an invoice, the speaking fee is due within 14 days of receipt of the invoice. If the Client fails to pay the invoice within time, Friederike Fabritius preserves the right to cancel the engagement. The number of participants is limited. If needed the participants' data will be processed electronically; any such processing is for internal purposes only and only to the extent necessary to execute the contract.

### **§ 3 Type and Scope of Service**

(1) Friederike Fabritius offers keynote speaking, training courses, coaching, and other leadership consulting (both in-house as well as public) in our own facilities as well as in facilities to be agreed on with the Client

(2) The number of participants may not exceed the number of registered participants. If people who are not registered are in the room, Friederike Fabritius is authorized in each case to eject these people from the room and to interrupt or delay the completion of the training until the people in question leave the room. A person who is provided access to the content of the training course by means of remote communication (e.g. Skype, video, webinar), is deemed in this case to be present in the room.

(3) The Client will provide:-

3.1 a suitable venue with appropriate heating, lighting and ventilation.

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3.2 that all necessary regulations are met in respect of the venue for fire, safety and any other statutory regulations and ensure that the maximum audience capacity for the venue is not exceeded.

3.3 suitable insurances including adequate public liability insurance and that the Client shall indemnify the Speaker against any action, claim, demand or proceeding made against the Speaker by any person, firm, company, government authority or agency arising out of or in connection with the organization or conduct of the activities and opportunities referred to in the Booking Details by the Client or by any person at the Client's direction or with the Client's authority or permission together with all costs and expenses which may be incurred by the Speaker in connection herewith.

3.4 all technical requirements, room layout and stage accessories listed in the Booking Details or requested prior to the engagement that are necessary for the Speaker to perform the services and these must be supplied in good working order and in particular suitable amplification must be ensured.

3.5 any speaker support material requested by the Speaker in connection with this engagement and to be produced by a company approved by the speaker.

(4) The organization of travel to the course site (flights business class, cab transportation to and from the airport, train rides first class) and any necessary hotel stays is entire the responsibility of and at cost to the Client. Cost for the technical delivery of virtual sessions (video setup, rent for video conferencing studio, professional filming and editing) is entire the responsibility of and at cost to the Client. In the case of a no-fault no-show or withdrawal of the training course, claims to reimbursement are excluded (see also § 7 Liability).

## **§ 4 Cancellation by Client or Friederike Fabritius**

(1) Where an Engagement is cancelled by the Client, charges may be levied against the Client in accordance with the provisions set out below:

Cancellation made within 6 weeks of the Engagement 100% of the Fees due

Cancellation made within 9 weeks of the Engagement 75% of the Fees due

Cancellation made within 12 weeks of the Engagement 50% of the Fees due.

Cancellations after this period cannot be considered.

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(2) Friederike Fabritius is entitled to cancel (withdraw from) the event for a justified reason (e.g. no-fault absence of Friederike Fabritius especially in cases of illness, force majeure) or to re-locate them and/or name a different date as a substitute. Friederike Fabritius will notify the Client of any cancellation changes immediately. If the event is cancelled by Friederike Fabritius, any fees already paid will be immediately reimbursed. The contractual payment obligation is void. § 7 (Liability) applies to any claims to compensation for damages from the Client/participant.

## **§ 5 Intellectual Property**

Absent the written consent of Friederike Fabritius, no parts of documents or other media that are received by the Client or participant in the framework of participation in the training course may be reproduced, edited, disseminated, distributed or used for public presentation. To the extent that documents or other media are used to which third parties have rights, these rights are held by the respective originator or rights holder. The Client and/or the participant receives the non-exclusive and non-transferrable right to use the documents as provided for in the framework of the training course and to that purpose only. Deviations from these terms of use require an expressed written agreement. Friederike Fabritius reserves all the rights and entitlements in terms of patents, copyrights, trademarks and other intellectual property rights and in terms of all methods, procedures, ideas and concepts that are contained in the services to be provided, or that Friederike Fabritius develops or provides for this contract. The Client agrees to provide copy of all promotional materials, brochures, press releases etc. prior to printing and/or posting on an agreed website for approval by Friederike Fabritius. The photographs and videos supplied shall be returned and/or deleted within 14 days of the Engagement.

## **§ 6 Compensation and Terms of Payment**

- (1) All prices are net prices plus the legally mandated German VAT.
- (2) The Client will pay the Fees in accordance with the relevant invoice in advance of the event. If the Client fails to make payment on time, Friederike Fabritius reserves the right to:
  - (a) cancel the booking forthwith; and
  - (b) treat the non-payment as a cancellation by the Client in which case the Client shall pay Friederike Fabritius applicable cancellation charges set out in Clause 4 immediately.
- (3) The Client is responsible for all necessary expenses incurred by the Speaker that are directly connected with the Engagement. The Client will, where appropriate, provide the Speaker with accommodation, meals

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and all air or overland travel tickets. All travel will be business class unless agreed to the contrary in writing by Friederike Fabritius. The hotel must be at least 4 stars and in acceptable proximity to the venue. Expenses shall be invoiced to the Client by Friederike Fabritius and must be paid within 14 days of receipt of the invoice.

(4) In the event of any payments of the expenses not being paid in full in accordance with the terms of the relevant invoice(s), Friederike Fabritius reserves the right to charge interest from the invoice date at the rate of 4% above the prevailing Bank base rate of Comdirect Bank Quickborn.

## **§ 7 Liability**

(1) If a training course is either cancelled or called off for reasons for which Friederike Fabritius cannot be responsible, especially due to sickness and force majeure, there is no claim to carrying out the training course. Friederike Fabritius is liable in this case only to immediately inform the Client and participants via email.

(2) Claims by the Client to compensation for damages are excluded. This excludes claims to compensation for damages brought by the Client for injury to life, limb or health or breach of essential contractual obligations (cardinal obligations) as well as liability for damages arising from intentional or grossly negligent breach of contract by Friederike Fabritius, its legal representatives or temporary employees. Essential contractual obligations are those whose fulfilment is absolutely necessary to attain the objective of the contract, whose fulfilment is a fundamental precondition to the proper completion of the contract and on whose fulfilment the contract partner may regularly rely.

## **§ 8 Severability Clause, Requirement of Written Form**

(1) If individual provisions of the training contract including these General Terms and Conditions prove or become partly or wholly unenforceable or unfeasible, or if the training contract contains unintended loopholes, this will not compromise the enforceability of the remaining provisions. The parties commit to agree on an enforceable and feasible provision in place of the unenforceable, unfeasible or missing provision that will most closely approximate the unenforceable, unfeasible or missing provision with all due consideration for the commercial purpose of the contract. The parties are obligated to confirm such a provision in the required form, at least in writing.

(2) Changes and amendments to this contract must be made in writing; this applies to any change to the requirement of written form as well.

## **§ 9 Applicable Law**

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- (1) For all legal relationships between the parties, including these terms and conditions, the law of the Federal Republic of Germany applies.
- (2) The sole court of jurisdiction for all legal disputes arising from this contract is Düsseldorf.