



#clearedtoland, Rahel Kindermann Leuthard, Sophie-Taeuber-Str. 8, 8050 Zürich

# General terms and conditions of #clearedtoland

## 1. Scope of application

These General Terms and Conditions (hereinafter "GTC") govern the contractual relationship between the customer and #clearedtoland, c/o Rahel Kindermann Leuthard, Sophie-Täuber-Strasse 8, 8050 Zurich (hereinafter "#clearedtoland") for all services provided by #clearedtoland. They regulate all points which are not regulated in a separate contract.

These GTC apply exclusively in addition to the contracts. Deviating general terms and conditions of the customers have no validity.

#clearedtoland is entitled to change the GTC at any time without giving reasons. The current and binding version will be published on the internet. A written version can be obtained from #clearedtoland.

## 2. Conclusion of contract

The contract is concluded when the customer accepts the offer created by #clearedtoland or makes use of the offered services.

#clearedtoland is entitled to reject a contract without giving reasons or to terminate it prematurely. If services have already been used, #clearedtoland can charge for them.

## 3. Services of #clearedtoland

#clearedtoland offers its clients workshops, keynotes, panel discussions, consulting services and coaching. All services of #clearedtoland can be booked on the website of #clearedtoland or via e-mail or telephone.

The service offerings of #clearedtoland – apart from the public workshops – are offered according to individual customer needs. The specific scope and execution of the service will be defined in a quote from #clearedtoland.

In the case of coaching sessions, the client may request a detailed protocol of the coaching sessions carried out. #clearedtoland has the right to charge the customer for the effort of writing the protocol.

#clearedtoland has the right to have their services partially provided by members of the "Extended Crew".

## 4. Workshop offer and registration / keynotes and keynote registration

The workshop offer (plus the offer of keynotes and panel discussions) of #clearedtoland results from the offer shown on the internet. It includes the offer of workshops, keynotes and panel discussions conducted by the #clearedtoland team.

Reservations for the workshop offer, or for keynotes and panel discussions of #clearedtoland are mainly accepted by e-mail or telephone. In exceptional cases, reservations can also be made verbally. Reservations will be confirmed to the customer by e-mail with a booking confirmation. The contract is concluded with the confirmation of the reservation. The customer accepts with his registration the general terms and conditions of #clearedtoland.

## 5. Obligation of the customer to cooperate

The customer is obliged to provide all information necessary for the provision of the service in a timely manner.

During the entire coaching process, the client has to deal with his situation and his actions contribute to a sustainable solution.

## 6. Prices, expenses and methods of payment

The prices according to the website of #clearedtoland are valid, unless otherwise agreed between the customer and #clearedtoland.

### Workshops:

The workshop fee is per participant and event. Included are the services listed on the Internet for the corresponding workshop.

### Keynotes:

The prices are valid on request from #clearedtoland.

### Consulting / Coaching:

The prices are valid on request from #clearedtoland.

#clearedtoland can issue intermediate invoices for its services or invoice after each coaching session carried out individually. In case of non-payment of intermediate invoices, #clearedtoland is released from its obligation to perform. This does not affect the right to assert further claims resulting from the non-payment.

Time and remuneration forecasts for consulting and coaching services are non-binding estimates. If it becomes apparent that the forecasts cannot be met, #clearedtoland informs the client immediately.

If the contractual relationship is terminated prematurely, #clearedtoland is entitled to payment for services rendered up to the termination date, regardless of the reasons for the termination.

Unless otherwise contractually agreed, all expenses incurred in connection with the performance of the contract (travel, board and lodging costs) shall be borne by the customer.

In the absence of any other regulation, the following applies:

- outward and return journeys are considered working time
- CHF 0.80 is charged per km driven. Rides within a radius of 20km of the #clearedtoland headquarters are free of charge.
- For train journeys the costs of 2nd class will be charged, for journeys longer than 1.5h the costs of 1st class will be charged.
- For air travel within Europe the costs of economy class will be charged, for all other air travel the costs of business class will be charged.
- For overnight stays, the costs of an appropriate hotel will be charged (min. 3 stars).
- For any small expenses, a flat rate of 2% of the fee may be charged.
- Further expenses can be charged in mutual agreement according to effective expenditure and on presentation of a receipt.



Payment is made in Swiss Francs (CHF) or Euro (EUR) against invoice. #clearedtoland is entitled to transmit invoices also in electronic form. The customer explicitly agrees to the sending of invoices in electronic form, unless otherwise agreed. #clearedtoland is also entitled to demand advance payment.

Unless otherwise specified in the contract, the following terms of payment shall apply:

- Public workshops: payable at the latest 7 days before the beginning of the workshop
- Consulting/Coaching: at the latest 14 days after receipt of the invoice

If the customer does not pay within the specified period, #clearedtoland has the right to demand a default interest of 5% after a written reminder. Possible reminder costs will be charged to the customer.

## 7. Changes and cancellations

#clearedtoland expressly reserves the right to make changes to the program at any time as well as to replace or omit an announced speaker. Such changes do not entitle to claim a price reduction or to claim damages. If an event has to be cancelled or postponed for important reasons or due to force majeure, #clearedtoland has to inform the customers immediately. Cases of force majeure are in particular warlike events, epidemics, pandemics, terrorism, riots, official requirements, changes in laws, court decisions, strikes, lockouts or lockdowns. In this case, the customer can demand a refund of the payment already made. Appointments that have to be cancelled by #clearedtoland will not be charged to the customer. In this case, #clearedtoland will try to offer an alternative date, if possible.

#clearedtoland has the right to charge the customer for expenses incurred. The liability for further costs of the customer (e.g. travel and accommodation costs) is expressly excluded, unless mandatory legal regulations are opposed.

## 8. Withdrawal

If the customer withdraws from the contract – unless there is a deviating contractual regulation – the following applies:

### Workshops that are booked via the website or e-mail:

If the registered person is prevented from attending the workshop, he/she is entitled to send a replacement. In this case no further costs will be charged. However, #clearedtoland is entitled to refuse the substitute person if the substitute person does not meet the requirements for participation in the respective workshop. If the registered person withdraws from the workshop participation without naming a suitable replacement person, the following cancellation costs apply:

- If the registered person withdraws up to 30 working days before the workshop begins, a processing fee of 10% of the workshop fee is due;
- In case of later cancellation or no-show, the entire workshop fee is due.
- Cancellation must always be made in writing. Oral cancellations are not accepted.

### Coaching:

Coaching appointments can be cancelled free of charge up to 48 hours before the effective date. For cancellations up to 24 hours before the appointment 50% of the agreed fee will be charged. For coaching appointments that are not cancelled at least 24 hours before the appointment, the full amount will be charged.

### Consulting:

The following applies to all consulting services:

From 6 weeks to 27 days before the start of the consulting mandate, withdrawal is possible against a processing fee of 10% of the agreed amount. If the customer withdraws between the 28th and 14th day before the start of the consulting mandate, the customer owes 50% of the amount. In case of a later withdrawal the entire amount is owed.

Cancellation must always be made in writing. Oral cancellations are not accepted.

## 9. Copyright

All documents submitted by #clearedtoland (e.g. training documents, analyses, calculations, logos, pictures) are protected by copyright. The customers have – after full payment – a simple, non-transferable right of use for personal use. It is not permitted to change the content or editorial content of documents in whole or in part, to duplicate them, make them publicly accessible or forward them, place them on the Internet or other networks, resell them or use them for commercial purposes. For all other uses, the written consent of #clearedtoland must be obtained in advance. #clearedtoland has the right to demand compensation for any other permitted use.

## 10. Confidentiality

#clearedtoland guarantees to keep confidential all sensitive information and data about its customers and employees of its customers, which become known in connection with the provision of services under an agreement, and to keep all documents provided to it carefully and to protect them adequately against unauthorized access by third parties. The obligation to maintain confidentiality shall continue to apply even after termination of the contractual relationship. The right to disclosure on the basis of a written authorization by the customer or on the basis of a legal obligation or official request remains reserved.

## 11. Privacy

#clearedtoland treats the provided personal data according to the valid data protection regulations of Switzerland. They will be processed for the purpose of providing the service and, if necessary, forwarded to partners connected with the event. With the registration or conclusion of a contract, the customer explicitly agrees to this. The customer can demand insight and deletion of his data at any time. Furthermore, we expressly refer to our data protection declaration ([www.clearedtoland.ch](http://www.clearedtoland.ch)).

## 12. Insurance

The customer himself is responsible for sufficient insurance coverage.

## 13. Liability

#clearedtoland is liable for a proper execution of the offered event. The liability of #clearedtoland is limited to gross negligence and intentional damage. The liability is in any case limited to the amount of the corresponding event price.

The #clearedtoland website contains links to third party websites. #clearedtoland is not liable for the content of third party websites nor for damages incurred by the customer due to access to third party websites. Consultation of third party websites is solely at the risk and benefit of the customer.

## 14. Photographs

#clearedtoland can take photographs of customers during an event. The customer agrees to the use of the photographs for advertising purposes of #clearedtoland for further events through internet, social media or other media and press articles. The customer explicitly agrees that #clearedtoland may use the photographs for its internet presence. If the customer does not want photographs to be used by him, he must inform #clearedtoland in writing before the event begins.

## 15. Final clauses

Should individual provisions of these GTC be invalid or void, the validity of the remaining provisions shall remain unaffected. The invalid or ineffective provisions shall be interpreted or replaced in such a way that they most closely correspond to the purpose of the provision concerned.



#clearedtoland has the right to change these terms and conditions at any time.

Swiss law applies exclusively. Exclusive place of jurisdiction for any disputes arising from this contract is Zurich.

#clearedtoland, Zürich; June 4, 2020

