

Terms and Conditions

As on 3 June 2018

Terms and Conditions (T&Cs):

Thinking Circular Eveline Lemke, Niederzissen, in brief: Thinking Circular EL

Section 1 – General

Section 1.1 – Contractual relationship

(1) A contract is formed by means of written acceptance of the offer on the part of Thinking Circular EL. This occurs by letter or email after the booking is received. Service descriptions issued by Thinking Circular EL on their website or in printed materials do not constitute a binding offer for the conclusion of a contract. Note: Hereinafter, the terms 'customer', 'user' and 'client' are identical in meaning.

(2) By concluding a contract, the user accepts Thinking Circular EL's terms and conditions. Thinking Circular EL's terms and conditions are freely accessible on the website www.thinking-circular.com and can be printed out as a PDF.

(3) By booking a service, the client guarantees that the specified data is complete and true. The client undertakes to report any changes to their personal data immediately.

(4) Either party may terminate the contractual relationship by the contractually specified deadline without giving any reason. The right to terminate early for good reason remains unaffected for both parties and in all cases. Any termination must be made in writing.

(5) Thinking Circular EL may terminate the contractual relationship with immediate effect without adhering to a deadline for termination if there exists a reason for extraordinary termination. This is particularly the case if the user defaults on their payment obligations or culpably breaches their contractual duties in another manner. Furthermore, if the business fundamentals for the user relationship cease to exist with the user (end of main lease). A contractual partner's right to extraordinary termination exists in accordance with legal provisions.

Section 1.2 – Payment

(1) The user of Thinking Circular EL's offers undertakes to

make payment either in cash or by bank transfer to:

Recipient: Eveline Lemke Consulting
IBAN: DE68 5775 1310 1000 1018 06
BIC: MALADE51AHR, Kreissparkasse Ahrweiler

Payment must be made within 10 days after the invoice is issued at the latest.

(2) In the case of those renting workspaces (co-workers), payment becomes immediately due once the contract has been concluded. Full payment must be made within 10 days after the invoice is issued at the latest. If payment is to be made on a monthly basis, this is due on the first of each month. In such cases, receipt of payment is the decisive factor. The user is considered as already in arrears if they exceed the payment due date. In this case, Thinking Circular EL is entitled to claim interest on arrears in the amount of 5% p.a. In addition, reminder fees may be charged. The liability to pay interest on arrears and reminder fees does not exclude the assertion of other delay damages.

(3) Thinking Circular EL is entitled to demand from the customer a reasonable advance payment or security upon conclusion of a contract (e.g. down payment, deposit). The amount of the advance payment (up to 50% of the service package at most), as well as the payment deadlines, can be agreed in the contract and in text form.

Section 1.3 – Terms of use

(1) When using the office spaces at Im Schülert 13, 56651 Niederzissen, Germany, the user accepts the house rules and undertakes to interact with others using the building in a respectful manner. In particular, neither the hirer nor any companies commissioned by them are permitted to sell or give out free of charge any food or drink or similar without the written consent of Thinking Circular EL; this entitles Thinking Circular EL to claim for damages.

(2) Thinking Circular EL may, in consultation with the user and once a reasonable deadline has been set, carry out improvements, repairs and structural modifications that

are appropriate for maintaining and extending the building or the workspace or to avert risks or repair damage. In the event of imminent danger, the user's consent is not required and no deadline needs to be set. The user is obliged to keep their workspace accessible at all times in case this is necessary and, if necessary, to clear it without delay. The user shall bear the resulting cost of this (replacement costs, damages for delay). The user may not reduce the user fee because of appropriate work being carried out. Claims for damages are excluded, unless the use of the workspaces is disproportionately hindered or excluded over a long period of time.

Section 1.4 – Internet use

(1) If Internet use is made available, the user undertakes to respect and comply with all applicable local, national and, if applicable, international laws and guidelines; in particular, to comply with German data traffic laws and report violations of the law to Thinking Circular EL. The user bears sole responsibility for all acts and omissions within the context of using the Internet.

(2) The user is subject to legal restrictions in searching for, storing, transmitting, distributing and presenting certain content. This includes, in particular, copyright restrictions. Copying, distributing or downloading copyrighted music or films is prohibited. In the event of a culpable violation of this obligation, which leads to damage to Thinking Circular EL, the user of Thinking Circular EL has to compensate for the damage as well as the associated costs. Moreover, Thinking Circular EL reserves the right to terminate the contract without notice in this case.

(3) Thinking Circular EL accepts no liability for the infringement of third-party intellectual property rights relating to users' work and the transmission of data and data carriers by the user. The user is responsible for ensuring that no competition, copyright, trademark, data law or other legal violations occur in the context of the contractual relationship with Thinking Circular EL. If Thinking Circular EL becomes aware of such legal violations, the contractual relationship will be terminated immediately. In the event of a legal violation, the user shall indemnify Thinking Circular EL against any third-party claims. The user shall reimburse Thinking Circular EL for the costs of legal action in the amount of the legal fees incurred in the event that a claim is made against Thinking Circular EL by third parties as a result of an infringement.

Section 1.5 – Termination of use

(1) The user must treat all objects with care and, after termination of use, return them to Thinking Circular EL in

a contractually compliant, defect-free, usable and clean condition. Thinking Circular EL must receive full compensation for any damage to these objects or lost furnishings.

(2) At the end of the contract, the user must hand back all keys to Thinking Circular EL. Should the user not fulfil this duty or not fulfil it on time, Thinking Circular EL may open up and clean the workspaces or deposit boxes. Items left behind can be stored by Thinking Circular EL at the user's expense if they are not removed despite a request. ELC Thinking is not obliged to store items and can utilise or dispose of items left behind.

Section 1.6 – Liability and usage rights

If the user does not vacate a workspace or meeting room in time, they will be liable to Thinking Circular EL for any damages caused by the late handover, even if this exceeds the amount of the compensation for loss of use.

Section 1.7 – Miscellaneous

(1) In all cases in which Thinking Circular EL is obliged to reimburse damages or expenses in the course of business on the basis of contractual or legal claims, Thinking Circular EL shall only be liable if it, its executives or agents are culpable of intentional wrongdoing, gross negligence, or injury to life, limb or health. This does not affect liability for the culpable violation of essential contractual obligations and guarantees. However, liability is limited to foreseeable damage typical to the contract. Liability for consequential damage, in particular loss of profit or compensation for third-party damages, is excluded unless Thinking Circular EL is guilty of intentional wrongdoing or gross negligence.

(2) The use of Thinking Circular EL logos or mentioning Thinking Circular EL in newspaper advertisements, circulars or invitations to events of any kind, as well as photographic material from Thinking Circular's spaces, require the written consent of Thinking Circular EL.

Section 2 – Co-working

(1) Thinking Circular EL's offer in the area of co-working includes the fee-based provision of workspaces in the spaces reserved for co-working from the place of reference (planned for 2019), Im Schülert 13, 56651 Niederrissen, Germany (so-called „co-working“).

(2) Subject to other regulations, the contract begins on the date of the conclusion of the contract. Full-time tickets are valid for 30 days from the 1st or the 15th of each month.

(3) The notice period for full-time tickets in a subscription is one month to the end of the contract month.

(4) The co-working workspaces are equipped with: table, chair, power connection and WLAN. The user must have checked the equipment before the start of the activity and confirm its functionality, provided that they do not raise an objection to it before use.

(5) The user is aware that the workspaces are located in an open-plan office and the rented workplaces cannot be locked separately. They waive any claims on the basis of the condition known to them in accordance with paragraphs 536 and 536a of the German Civil Code. Claims to price reductions do not exist in this respect. Thinking Circular EL does not guarantee the condition of the workspace when handing it over to the user, nor for the duration of its use. The user shall confirm that the workspace used by them, including all furnishings, is in a contractually appropriate condition before starting to use it.

(6) Co-workers receive a personal key/access medium per workspace, giving them constant access to the designated spaces (so-called „co-working space“). Keys/access media are handed over upon conclusion of a contract. Lost keys must be reported immediately; an at-cost replacement free of EUR 40 will be charged. The assertion of further damages by Thinking Circular EL remains unaffected. Culpable default on the part of the Member entitles Thinking Circular EL to refuse access until the arrears are settled.

(7) Specifying „c / o Thinking Circular“ as the official head office is reserved for co-workers who have subscribed to a tariff denoted in a corresponding manner. However, any postal communication must be in the following form:

Company XYZ
c/o Thinking Circular
Im Schülert 13
56651 Niederzissen, Germany

Thinking Circular EL must be notified in writing that this address is to be used as the official head office when this use begins at the latest.

(8) The co-working spaces also occasionally host events. Another workspace will be made available for the duration of the event at the co-worker's request.

(9) The user can use the co-working space 24 hours a day, 7 days a week. The user is aware that the co-working space is not manned by Thinking Circular EL staff between 24 December and 1 January each year or on Carnival Monday.

(10) Co-working tickets or spaces may not be transferred to third parties.

Section 3 – Meeting and Event Services

(1) Thinking Circular EL offers meeting services.

(2) After booking a meeting room, the user receives a booking confirmation with all booking details for opening the room for the period of the booking. If the hirer has made the room booking online, Thinking Circular EL will facilitate access to the booked room on the day of the booking or access will be confirmed via the room booking system. The user needs a smartphone or laptop for this.

(3) When hiring event rooms, the relevant room is hired out for the agreed time frame. Any necessary preparation time for assembly, decoration, disassembly etc. must be taken in the agreed time frame and must be taken into account by the hirer accordingly when making the booking. This also applies to agreed catering arrangements. Should the hirer exceed the time frames booked, the extra time and any potential damages (see Section 1.6) will be invoiced accordingly. Acceptance is usually carried out by the user. In the event of a deviation from this, a written agreement is required. Staffing costs incurred by Thinking Circular EL will be invoiced to the user.

(4) In the event that the use of a seminar or event room is cancelled, the following cancellation fees are incurred: up to 21 days beforehand: no fees, 20-15 days beforehand: 30%, 14-8 days beforehand 50%, 7 days or less: 100% of the estimated or agreed price. Cancellation fees for external catering are passed on/become due pursuant to the agreement for it.

(5) Subject to availability, digital projectors, Metaplan boards, flipcharts and whiteboards, technical accessories and presentation material are hired out for an additional charge.

Section 4 – Training and seminars

(1) Thinking Circular EL's training offer includes seminars, workshops and after-work events. Registrations must be made by telephone, letter or email. The participant received an invoice with the registration confirmation for all seminars subject to a fee. Payment must be received prior to the start of the event. The participant is only entitled to take part in the event once payment has been received successfully.

(2) Thinking Circular EL undertakes to hold workshops and events subject to a fee organised by the company if the minimum number of participants set in advance is reached. The minimum number of participants required can vary. Thinking Circular EL can issue information about this on request. In the event of cancelled on the part of the participant, the following cancellation fees are incurred: up to 21 days beforehand: no fees, 20-15 days beforehand: 30%, 14-8 days beforehand 50%, 7 days or less: 100% of the estimated or agreed price. Substitute participants are accepted for a rebooking fee of EUR 20. The cancellation fees also apply if the participant cancels or fails to attend for good reason or reasons beyond the participant's control.

(3) In the event that the seminar is overbooked (in this case, the order in which registrations were received applies), the participant received a cancellation or a proposed alternative date. Depending on the event, this only occurs in a minimum number of participants is reached.

(4) Unless otherwise stated, the event venue is Thinking Circular EL, Im Schülert 13, 56651 Niederrissen, Germany or, if the event venue is different, this must be confirmed in writing before the event begins.

Section 5 – Consultation

(1) Thinking Circular EL prepares an offer for each consulting service. The scope of services results from the detailed description of the offer. The contractual partner accepts the offer by means of written order confirmation by either telephone or email. The order is created via the confirmation.

(2) The client shall provide Thinking Circular EL with the necessary infrastructure for events held externally in the form of suitable premises, technology and work materials. More precise arrangements will be made while preparing the relevant event and by mutual agreement.

(3) For the event offered, Thinking Circular EL provides qualified and methodically-didactically qualified instructors and, depending on the content of the event, varying degrees of complementary content or documentation for the participants.

(4) Thinking Circular EL undertakes to treat information of any kind whatsoever about the participant(s), as well as the business and/or company issues of the client in a confidential manner. Exceptions may only be granted by express permission of the participant.

(5) The prices and conditions of the order confirmation

or the individual agreement apply. Partial payments may be agreed, depending on the scope of the order. Full payment becomes due without deductions within ten days of invoicing. If the contractual partner withdraws from parts of the order or if they cancel the order, Thinking Circular EL is entitled in principle to invoice for costs/expenses incurred up to the termination date as well as lost revenue through personnel bookings or similar, up to the full order value.

(6) Thinking Circular EL reserves the right to cancel orders or parts of orders and seminars for good reason up to two weeks prior to the relevant event start date. In the event that an event is cancelled or stopped as a result of force majeure (e.g. the instructor being ill), no claims for compensation can be made against Thinking Circular EL.

Section 6 – Liability, data protection, copyright

(1) Thinking Circular EL is liable to the client only for intentional and grossly negligent behaviour, for whatever (legal) reason. The personal liability of employees or subcontractors acting as consultants and network partners for Thinking Circular EL is excluded. There is no liability for indirect damage, e.g. consequential damage, pure financial loss or lost profit.

(2) Liability for injury to life, limb and health remains unaffected by this exclusion. Claims for damages expire after 12 months.

(3) No liability is assumed for material contributed by the participant/client during a training course.

(4) Since learning success is largely determined by the participant and the learning environment of the participant (e.g. by the corresponding previous knowledge and the willingness to cooperate), there is also no liability claim to Thinking Circular EL in this case.

(5) By registering for a seminar, personal data are collected by the client in automated procedures and stored, processed and used in the course of the event(s) (paragraph 4 (2.2) of the Federal Data Protection Act). The personal data are collected exclusively for the purpose of carrying out events and projects and are limited to the extent necessary for this (paragraph 3a of the Federal Data Protection Act). The client ensures that the consent of the data subject has been obtained for the transmission of the data. Thinking Circular EL ensures that the provisions of the Federal Data Protection Act are complied with and that the technical and organisational measures necessary

for the implementation of the data protection regulations are guaranteed in accordance with paragraph 9 of the Federal Data Protection Act, incl. appendix to paragraph 9.

(6) All rights to the seminar documentation and work materials and to the duplication of the event documentation or parts thereof belong to Thinking Circular EL, unless otherwise stated. No part of this documentation may be further processed, reproduced or used for public distribution in any form (photocopy, digital or otherwise) without the written permission of Thinking Circular EL, especially not for the purpose of personal instruction. The learning material available during an event, no matter which media presentation may not be taken, copied, modified or deleted in whole or in part. We reserve the right to claim damages in the event of infringement.

Section 7 – Final provisions

(1) Amendments or additions to the contract must be made in writing. This also applies to the waiver for the requirement for the written form. The assignment of rights and claims from the contract requires the written consent of the other party.

(2) Should any individual provision become ineffective, this shall not impair the effectiveness of the remainder of the contract. In this case, the parties shall agree to a substitute clause that comes as close as possible to the previous regulation in terms of meaning and purpose.

(3) The user's general terms and conditions are excluded and shall not apply, even if there has been no explicit objection to their inclusion. Agreements made individually and in writing take precedence over these "Terms and conditions".

(4) Thinking Circular EL reserves the right to amend these T&Cs without giving a reason unless this is not acceptable to the user. Thinking Circular EL will notify the user in good time of amendments to the T&Cs. Should the user raise no objections within 2 weeks of being notified, the amended T&Cs will be considered as having been accepted by the user.

(5) The laws of the Federal Republic of Germany shall apply exclusively.

(6) The place of jurisdiction shall be Sinzig.