

General Terms and Conditions ahrendorf communication

This English version is provided for convenience only. In the event of any discrepancies or inconsistencies between the English and German versions, the German version shall prevail.

1. Scope

(1) These General Terms and Conditions (GTC) apply to all contracts for services provided by ahrendorf communication in the areas of PR & Communications and personal 1:1 sparring. Personal 1:1 sparring means individual consulting and support relating to professional and business matters. This includes, in particular, the formats SESSION and RAUM as well as comparable individually agreed services.

(2) The services are provided exclusively to entrepreneurs, self-employed professionals and companies using them in the course of their business or self-employed professional activities. Contracts with consumers are not concluded.

(3) Any deviating or supplementary terms and conditions of the Client shall apply only if ahrendorf communication has expressly agreed to their application.

2. Conclusion of Contract and Scope of Services

(1) The type and scope of services as well as the remuneration are set out in the respective offer, booking confirmation, order confirmation or other individual agreement.

(2) Offers made by ahrendorf communication are non-binding unless expressly designated as binding. A contract is concluded when the Client confirms the order or booking and ahrendorf communication accepts it.

(3) Changes or additions to the agreed scope of services shall be agreed separately and may be charged additionally.

3. Remuneration and Payment

(1) The amount of remuneration and the payment terms are set out in the respective offer, booking confirmation, order confirmation or other individual agreement. All prices are exclusive of any applicable VAT.

(2) Invoices are due for payment without deduction within the payment period stated on the respective invoice.

(3) For SESSION and RAUM, the agreed remuneration must be paid before the service begins. If payment by instalments has been agreed for RAUM, the first instalment is due before the start of the engagement. Further instalments are due on the dates stated on the invoice.

(4) Services beyond the agreed scope of services as well as necessary third-party costs, travel expenses or other expenses shall only be charged additionally following prior agreement with the Client.

4. Client Cooperation

(1) The Client shall provide ahlendorf communication with all information, documents and other content required for the agreed services in a timely and complete manner.

(2) Where the provision of services depends on the Client's cooperation, agreed dates and deadlines may be postponed accordingly if the required cooperation is not provided in a timely manner.

5. Confidentiality

(1) ahlendorf communication shall treat as confidential all confidential information relating to the Client that becomes known in the course of the collaboration and shall not disclose such information to third parties without the Client's consent. This applies in particular to business, operational and personal information.

(2) The obligation of confidentiality shall continue after the collaboration has ended. This does not apply to information that is publicly known or must be disclosed due to legal obligations.

6. Liability

(1) ahlendorf communication shall have unlimited liability for damage caused intentionally or through gross negligence, as well as for damage resulting from injury to life, body or health.

(2) In the event of a slightly negligent breach of material contractual obligations, liability shall be limited to the typical, foreseeable damage. In all other respects, liability for slight negligence is excluded.

(3) To the extent that ahlendorf communication is legally responsible for the conduct of persons engaged to perform the agreed services, the above limitations of liability shall apply accordingly.

(4) Any mandatory statutory liability shall remain unaffected.

7. Special Terms for PR & Communications

(1) Third-party services and costs

Where third-party services are necessary or appropriate for the performance of an assignment, their commissioning and the associated costs shall be agreed with the Client in advance. ahlendorf communication is entitled to commission agreed third-party services either in the name and for the account of the Client or in its own name for the account of the Client.

(2) Approvals and responsibility for content

The Client shall review any content and measures submitted for approval and provide the necessary approvals in a timely manner. The Client is responsible for the accuracy and completeness of the information, details and materials provided by the Client.

(3) Legal review

Legal review of content or communication measures is not part of the services provided by ahlendorf communication. Where such review is required or requested, it may be carried out by appropriately qualified third parties following prior agreement.

(4) Rights of use

Where copyright-protected work is created as part of an assignment, the Client shall, upon full payment, receive the rights of use required for the agreed purpose. The scope, duration and territorial extent of such rights shall be determined by the respective agreement and the purpose of the contract. Third-party rights remain unaffected.

(5) Dates and deadlines

Agreed dates and deadlines are subject to the Client providing the required information, materials and approvals in a timely manner. Delays caused by late cooperation on the part of the Client or by circumstances beyond the control of ahlendorf communication shall result in a reasonable postponement of the affected dates and deadlines.

(6) Communication results

ahlendorf communication owes the agreed PR and communications services but does not guarantee any specific commercial or communication result. In particular, no guarantee is given for media coverage, specific reach, responses or other results that depend on decisions or circumstances beyond the control of ahlendorf communication.

(7) Media contacts

Media distribution lists and contact details developed by ahlendorf communication are its own working resources and are not part of the materials to be handed over to the Client. This does not affect the introduction and networking of contacts required as part of specific PR activities.

8. Special Terms for Personal 1:1 Sparring

(1) Nature of the service

The content and focus of personal 1:1 sparring are based on the Client's respective professional and business topics and concerns. No specific process or result is owed.

(2) SESSION

A SESSION is an individually agreed appointment for personal 1:1 sparring. Duration, delivery and remuneration are set out in the respective booking agreement.

(3) RAUM

RAUM is personal 1:1 support provided over an agreed period of time. The collaboration includes the individually agreed sessions as well as, where applicable, other agreed forms of exchange between sessions. Scope, duration and remuneration are set out in the respective booking agreement.

(4) Personal responsibility and distinction from medical or psychotherapeutic treatment

Personal 1:1 sparring is intended for individual reflection and support relating to professional and business matters. It does not constitute medical or psychotherapeutic treatment and is not a substitute for such treatment. Decisions and their implementation remain the responsibility of the Client.

(5) Appointments and cancellations for SESSION

An agreed SESSION appointment may be rescheduled or cancelled free of charge up to 48 hours before it begins. In the event of cancellation without an alternative appointment being agreed, any remuneration already paid will be refunded. In the event of a later cancellation or failure to attend, the agreed remuneration remains due. Deviating individual arrangements remain possible.

(6) Duration and early termination of RAUM

RAUM is booked and remunerated as a continuous engagement for the individually agreed period. Ordinary termination during this period is not provided for. The right of either party to terminate for good cause remains unaffected. Individual arrangements regarding early termination remain possible.

9. Final Provisions

Applicable law

The contractual relationship shall be governed by the laws of the Federal Republic of Germany.

ahlendorf communication

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