

General Terms and Conditions of actIT academy & consulting GmbH for the design and execution of in-house seminars (In-house Terms and Conditions)

§1 Subject matter

actIT academy & consulting GmbH (hereinafter referred to as actIT academy & consulting) shall provide qualification services for the client in the form of in-house seminars, in which the seminar participants (e.g. employees) to be determined by the client shall participate. These seminars are described in more detail in contracts between actIT academy & consulting and the client, hereinafter referred to as "contract", which contain the individual provisions.

If the contract or a general framework agreement on in-house training with the contracting parties contains provisions that deviate from these in-house terms and conditions, the respective contract shall take precedence over these in-house terms and conditions.

Otherwise, these terms and conditions shall apply exclusively; actIT academy & consulting shall not recognise any terms and conditions of the client that conflict with or deviate from these terms and conditions unless it has expressly agreed to their validity in writing. These terms and conditions shall also apply if actIT academy & consulting performs the service for the client without reservation in the knowledge of terms and conditions of the client that conflict with or deviate from these terms and conditions.

§2 Speakers, seminar documents

actIT academy & consulting shall provide any speakers specified in the contracts for seminars. If a speaker is unable to attend a scheduled seminar for reasons for which actIT academy & consulting is not responsible, actIT academy & consulting shall be entitled to appoint a suitable replacement speaker of its own choosing or to reschedule the seminar in consultation with the client.

Unless otherwise agreed, actIT academy & consulting shall provide the contractually agreed seminar documents at the latest by the start of the seminar.

The seminar documents are protected by copyright.

All rights, including those of translation, reprinting and reproduction of the contents and course materials, media or parts thereof, are reserved by actIT academy & consulting. No part of the content or course materials or media may be reproduced, processed, duplicated, distributed or used for public reproduction in any form, including for teaching purposes, without our written consent, using electronic systems.

The client or seminar participants also do not acquire any right to publish the content received or accessed. In particular, the client or seminar participants are not entitled to reproduce, modify, distribute, reprint, store permanently beyond the scope of the contract, use for the purpose of creating a database, or pass on to third parties any of the content received or accessed, either in whole or in part.

The client shall ensure that seminar participants or third parties do not pass on or reproduce the seminar documents without authorisation. The client requires the prior express written consent of actIT academy & consulting to make additional copies of seminar documents for the purpose of conducting the seminar or for use in other educational events.

§3 Remuneration, payment terms and discounts

actIT academy & consulting shall receive the contractually agreed remuneration for the execution of the seminars as well as reimbursement of travel costs, expenses and outlays. Unless otherwise agreed, all remuneration, costs, expenses and expense reimbursements shall be due in full immediately upon invoicing, plus the statutory value added tax applicable at the time of performance. In the event of default, actIT academy & consulting shall charge interest on the outstanding amount at a rate of 8% above the respective base interest rate. actIT academy & consulting reserves the right to assert further claims for damages.

If actIT academy & consulting is commissioned via the Semigator platform, 15% of the contractually agreed remuneration shall be payable in addition to the contractually agreed remuneration and the reimbursement of travel costs, expenses and outlays.

The 15% shall only be payable if the client accepts the booked service.

In all other respects, our valid cancellation and withdrawal conditions apply.

§4 Obligations of the client to cooperate in the preparation and execution of the seminar

The client shall appoint a contact person authorised to submit and accept the declarations required by actIT academy & consulting for the preparation and execution of the seminars. If the seminars take place at the client's premises, the client shall provide rooms with the necessary equipment, including hardware and software, for the seminars. The client shall ensure that the seminar participants are not disturbed during the seminar.

The client shall provide actIT academy & consulting with all information and documents necessary for the execution and preparation of the seminar in good time. If actIT academy & consulting provides the client with seminar equipment (e.g. hardware, projectors, flipcharts, Metaplan boards, etc.) for seminars outside its training centres, the client undertakes to take out appropriate liability insurance with sufficient coverage and shall provide proof of this upon request by actIT academy & consulting.

§5 Provision of software

Unless otherwise agreed in the contract, the client shall provide the system environment and the required number of software licences for both the client's employees (seminar participants) and the trainers and system administrators of actIT academy & consulting free of charge for the purpose of preparing and conducting the training courses. At the same time, the client assures that it is authorised to temporarily transfer the licences for the purpose specified in this contract.

actIT academy & consulting guarantees that the transfer of the licences does not infringe any third-party property rights. actIT academy & consulting shall ensure that the scope of use is not impaired during the term of the contract.

actIT academy & consulting undertakes to use the licences provided exclusively for the preparation of the training environment and for the training of the client's employees and to completely uninstall the software at the end of the seminar. actIT academy & consulting further assures that the licences will not be used beyond the scope of use specified in this contract. Insofar as the client's own information, documents or data (hereinafter referred to as data) are used within the scope of the seminar, the client shall ensure that it has its own data backup from which destroyed or lost data can be reconstructed in machine-readable form with reasonable effort.

§6 Liability

Claims for damages by the client or participants shall only be valid in the full extent provided by law in cases of intent or gross negligence.

The liability of actIT academy & consulting shall be limited to foreseeable damage in cases of negligence less than gross negligence. The above limitation of liability does not apply to liability for personal injury and liability under the Product Liability Act, as well as to the breach of an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner may regularly rely (cardinal obligation). actIT academy & consulting reserves the right to object to contributory negligence.

All claims for damages or reimbursement of futile expenses shall become statute-barred within one year in the case of contractual and non-contractual liability, except in cases of intent or personal injury. The right to extraordinary termination for good cause remains unaffected.

Further claims by the customer for breach of duty are excluded. This exclusion does not apply in cases of intent or gross negligence or in cases of injury to life, limb or health. Insofar as the liability of actIT academy & consulting is excluded or limited, this also applies regarding the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

§7 Withdrawal, postponements

The client may withdraw from the contract by written declaration. If the postponement is made less than six weeks before the start of the seminar, 25% of the agreed seminar fee shall be payable. If the withdrawal is made less than four weeks before the start of the seminar, 100% of the agreed seminar fee shall be payable.

In the event of withdrawal, the client shall also reimburse actIT academy & consulting for any expenses incurred in accordance with the contract up to the time of withdrawal, insofar as their performance was to be expected in accordance with the purpose of the contract and the client was informed of the start of the preparatory services. Any additional costs incurred because of the withdrawal shall also be invoiced to the client upon presentation of evidence.

Requests by the client to reschedule seminar dates will be considered if they are communicated to actIT academy & consulting in writing at least four weeks before the start of the agreed seminar dates. actIT academy & consulting is entitled to terminate the contract with the client without notice if an application for the opening of insolvency proceedings has been filed against the client's assets.

§8 Confidentiality, duties of loyalty

actIT academy & consulting shall treat all information about the client's trade and business secrets that become known to it while executing a contract as confidential and shall only use it for contractually agreed purposes. At the client's express request, actIT academy & consulting shall require its employees to provide the client with a corresponding written declaration.

The client and actIT academy & consulting undertakes to act loyally towards each other. They shall refrain from soliciting employees – including freelancers – or former employees of the other party who have been involved in the contract for a period of twelve months after the end of the contract. The contracting parties undertake to observe the statutory provisions on data protection and to require their employees to comply with these provisions.

§9 Default of acceptance, force majeure

If the client is in default of acceptance of a service owed by actIT academy & consulting or if it fails to perform or delays a service for which it is responsible, actIT academy & consulting shall be entitled to refuse the service owed but shall retain its claim to remuneration less any expenses saved.

Events of force majeure that make it difficult or impossible for actIT academy & consulting to perform its services entitle actIT academy & consulting to postpone the fulfilment of its obligations for the duration of the hindrance and for a reasonable start-up period. Force majeure includes strikes, lockouts and similar circumstances that directly or indirectly affect actIT academy & consulting, if it is not responsible for them.

§10 Out-of-court dispute resolution

The European Commission provides a platform for online dispute resolution at [Site relocation - European Commission](#), which consumers can use to resolve disputes and find further information on dispute resolution.

actIT academy & consulting is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board in the event of a dispute with the participant.

§11 Data protection

actIT academy & consulting processes the personal data that the participant transmits to actIT academy & consulting during the order to fulfil the contract and, if necessary, to pursue the rights and claims of actIT academy & consulting or to be able to fulfil the rights and claims of the participant, Art. 6 para. 1 lit. b), lit. f) GDPR.

In addition, actIT academy & consulting stores certain documents and data, including certain personal data, to comply with the commercial and tax law retention obligations applicable to actIT academy & consulting, Art. 6 para. 1 lit. c) GDPR. By registering for the training, the participant agrees that their email address and, if applicable, additional contact details (e.g., social media profiles such as LinkedIn or XING) may be used by actIT consulting GmbH to provide information regarding the training, to send newsletters, and to share other professional information via social media channels. If the registration is carried out by the employer, the employer confirms that the registered participant has been informed about the processing of their personal data and has given explicit consent to receive information via email or social media channels. The employer ensures that the participant can withdraw this consent at any time. The newsletter and other communications via social media can be unsubscribed from at any time; an unsubscribe link is included in every newsletter, or an unsubscribe request can be sent by email to datenschutzbeauftragter@actit-consulting.com. The legality of the processing carried out before the withdrawal remains unaffected. Further information on the processing of personal data can be found in the [privacy policy](#).

§12 Final provisions

Written

No verbal side agreements to these in-house terms and conditions have been made. Changes or additions must be made in writing to be legally valid. The requirement for the written form can only be waived in writing.

Applicable

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

Place

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As of 08.2025



The exclusive place of jurisdiction for all disputes arising from the contract is Eschborn. Notwithstanding this, actIT academy & consulting may also sue the client at its place of business.

§12Final

actIT academy & consulting bases its business activities and decisions on the generally accepted ethical values of the Code of Conduct. Further details can be found on the Code of Conduct Berlin website [Berlin Code of Conduct](#).