



Terms and Conditions

1. Scope

1.1 These Terms and Conditions apply to contracts for services provided by ilsa Consulting – Kai Neumann, Buchenweg 14, 23683 Scharbeutz, Germany (hereinafter the “Consultant”).

1.2 Services include, in particular; business and management consulting and related advisory services; training courses, seminars, workshops, facilitation and comparable events; and scientific services, including research, analyses, studies, expert reports, scientific advice and participation in research, development and funded projects.

1.3 Clients may include companies, entrepreneurs, public bodies, universities, research institutions, associations and other organisations as well as consumers.

1.4 Individual agreements in a quotation, engagement letter, project agreement or other contract shall take precedence over these Terms. In scientific or publicly funded projects, applicable project, funding, consortium or grant conditions shall prevail to the extent they contain different provisions.

2. Formation of Contract and Scope of Services

2.1 The nature, scope, timing and remuneration of the services shall be determined by the relevant quotation, engagement, project agreement, event description or other individual agreement.

2.2 A contract may be concluded, in particular; by acceptance of a quotation, by confirmation of an engagement, or by mutual commencement of the agreed services.

2.3 Unless a specific result or work product is expressly agreed, the services are provided on a best-efforts service basis. No specific economic, personal, scientific, organisational or other outcome is guaranteed.

2.4 Statements, assessments, recommendations, forecasts, models and calculations are based on the information, data and knowledge available at the time they are prepared.

3. Consulting Services

3.1 Consulting services are intended, in particular; to support analysis, evaluation, decision-making and the development of possible courses of action.

3.2 The Client remains responsible for deciding whether and how recommendations or findings are implemented.

3.3 The Consultant does not warrant that implementation of recommendations will achieve any specific economic, technical, organisational or other result.

3.4 The Client shall provide information and documents required for the engagement accurately and completely to the best of its knowledge. The Consultant is not obliged to independently verify all information supplied by the Client unless expressly agreed otherwise.

4. Training Courses, Seminars and Workshops

4.1 Content, scope, venue, timing and, where applicable, the number of participants shall be determined by the relevant agreement or event description.

4.2 Events may be delivered in person, online or in hybrid form.

4.3 The Consultant may reasonably adapt content and scheduling to the specific situation and needs of participants, provided the essential character of the agreed event is maintained.

4.4 No specific learning, examination, professional, business or other outcome is guaranteed.

4.5 Participants are responsible for how they apply the information and methods provided.

5. Scientific Services and Projects

5.1 Scientific services shall be performed in accordance with recognised principles of scientific practice and the state of knowledge available at the relevant time.

5.2 Scientific research is inherently open-ended. Unless expressly agreed otherwise, no particular research result, confirmation of a hypothesis, scientific finding or commercial usability of results is guaranteed.

5.3 For research, development and funded projects, the relevant project agreements, funding rules, consortium agreements and other binding project requirements shall apply in addition to these Terms.

5.4 Separate project-specific arrangements may be made concerning publications, research data, jointly developed results, authorship, inventions and other intellectual property.

6. Client Cooperation

6.1 The Client shall reasonably cooperate in the performance of the agreed services.

6.2 In particular, the Client shall provide required information, data, documents, contact persons and, where agreed, technical or organisational resources in due time.

6.3 Deadlines shall be extended appropriately where delays are caused by missing or late cooperation by the Client. Any further statutory rights remain unaffected.

7. Fees and Invoicing

7.1 Fees shall be determined by the relevant quotation or individual agreement.

7.2 Unless stated otherwise, prices quoted to business Clients are exclusive of any applicable statutory value added tax (VAT). Prices quoted to consumers shall state the total amount payable, including VAT where applicable.

7.3 Fees are due upon invoicing. Unless the invoice specifies another payment period, invoices shall be paid in full within 14 days of receipt.

7.4 Travel, accommodation and other incidental expenses shall only be charged where agreed or where clearly required by the engagement and the Client has been informed in advance.

8. Cancellation and Termination

8.1 Training events, appointments and other services not yet performed may generally be cancelled by the Client without a cancellation fee.

8.2 Services already performed up to the time of cancellation or termination remain payable in accordance with the agreed remuneration.

8.3 Reasonable expenses or third-party costs already incurred and no longer cancellable, in particular travel or accommodation costs, may be charged to the Client if they were incurred in connection with the engagement.

8.4 If the Consultant has to cancel an appointment due to illness, force majeure or another material reason, the parties shall seek to agree a replacement date. If this is not possible or not desired, no fee shall be charged for the service not performed and any advance payment relating to that service shall be refunded.

8.5 Mandatory statutory rights of termination, rescission and withdrawal, including consumer withdrawal rights, remain unaffected.

9. Copyright and Rights of Use

9.1 Copyright in documents, concepts, presentations, models, texts, graphics, methods and other copyright-protected work products created by the Consultant remains with the respective rights holder.

9.2 Unless otherwise agreed, the Client receives a non-exclusive right to use work products individually created for the Client for the Client's own purposes associated with the engagement.

9.3 Training materials are intended, unless otherwise agreed, for the personal or internal use of the Client and the respective participants.

9.4 Publication, distribution to third parties, reproduction for onward distribution or separate commercial exploitation is permitted only where agreed or allowed by law.

9.5 Scientific projects may be subject to separate agreements concerning publications, research data, jointly developed results and intellectual property. Such agreements shall take precedence.

10. Confidentiality

10.1 The Consultant shall keep confidential any information of the Client marked as confidential or reasonably recognisable as confidential. The same applies to confidential information supplied by the Consultant to the Client.

10.2 This obligation does not apply to information that is or becomes publicly known without breach of this obligation, was already lawfully known to the receiving party, or must be disclosed pursuant to law or a binding order of a court or public authority.

10.3 More extensive non-disclosure arrangements may be agreed for individual engagements or projects.

11. Liability

11.1 The Consultant shall be liable without limitation for intent and gross negligence and for culpably caused injury to life, body or health.

11.2 In the event of a slightly negligent breach of a material contractual obligation, liability shall be limited to the foreseeable loss typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Client may normally rely.

11.3 In all other respects, liability for loss caused by slight negligence is excluded to the extent permitted by law.

11.4 In particular, the Consultant shall not be liable for economic, organisational, scientific or other decisions made by the Client or third parties on the basis of consulting, training or research results, except where liability arises under the preceding paragraphs.

11.5 Recommendations, forecasts, calculations, scenarios, simulations and scientific statements do not constitute guarantees of future developments or outcomes.

11.6 Any liability that cannot legally be excluded or limited remains unaffected.

12. Force Majeure and Other Impediments

12.1 If an agreed service cannot be performed, or cannot be performed on time, due to force majeure or other extraordinary circumstances beyond the Consultant's reasonable control, the affected obligations shall be suspended for the duration of the impediment.

12.2 The parties shall, where reasonably possible, agree a replacement date, modified performance or another appropriate solution. Mandatory statutory rights remain unaffected.

13. Consumers and Right of Withdrawal

13.1 Consumers may have a statutory right of withdrawal in relation to distance contracts and contracts concluded away from business premises, unless a statutory exception applies.

13.2 The applicable withdrawal information and model withdrawal form are set out after these Terms.

13.3 Where a consumer expressly requests that performance of a service begin before the expiry of the withdrawal period, the statutory requirements and consequences shall apply.

13.4 The cancellation option under Clause 8 exists independently of any statutory consumer withdrawal right.

14. Data Protection

14.1 Personal data shall be processed in accordance with applicable data protection law.

14.2 Further information is provided in the Consultant's applicable privacy notice.

15. Governing Law, Jurisdiction and Language

15.1 These Terms and the contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) to the extent it could otherwise apply. In relation to consumers, this choice of law shall not deprive the consumer of mandatory protections granted by the law that would apply in the absence of this choice.

15.2 If the Client is a merchant (Kaufmann) within the meaning of German commercial law, a legal entity under public law or a special fund under public law, and an agreement on jurisdiction is legally permissible, Lübeck, Germany, shall be the exclusive place of jurisdiction for disputes arising out of or in connection with the contractual relationship. Mandatory statutory jurisdictions remain unaffected.

15.3 For consumers, the statutory rules on jurisdiction apply.

15.4 Individual agreements between the parties take precedence over these Terms.

15.5 If these Terms are made available in both German and English, the German version shall prevail in the event of inconsistencies or differences in interpretation, unless the parties expressly agree otherwise.

15.6 If any provision of these Terms is or becomes wholly or partly invalid, the validity of the remaining provisions shall remain unaffected. The applicable statutory provisions shall apply in place of the invalid provision.

Consumer Withdrawal Information

This information is intended for distance contracts and contracts concluded away from business premises for services where a statutory German/EU consumer withdrawal right applies.

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us (ilsa Consulting – Kai Neumann, Buchenweg 14, 23683 Scharbeutz, Germany, email: info@ilsa.de) of your decision to withdraw from this contract by an unequivocal statement (for example, a letter sent by post or an email). You may use the model withdrawal form provided below, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you without undue delay and no later than fourteen days from the date on which we are informed of your decision to withdraw. We shall make the reimbursement using the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested that performance of the services begin during the withdrawal period, you shall pay us an amount proportionate to the services already performed up to the time when you informed us of your withdrawal, compared with the full scope of the services provided for in the contract, where the statutory conditions for such payment are met.

Request for Early Performance

If you want ilsa Consulting to begin performing the service before the expiry of the 14-day withdrawal period, the following declaration should be confirmed separately:

“I expressly request that ilsa Consulting – Kai Neumann begin performing the commissioned service before the expiry of the withdrawal period. I understand that, once the contract has been fully performed, my right of withdrawal may expire where the statutory requirements are met. If I withdraw before full performance, I may be required to pay a proportionate amount for services already performed up to the time of withdrawal.”

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

To	ilsa Consulting – Kai Neumann Buchenweg 14 23683 Scharbeutz Germany Email: info@ilsa.de
Withdrawal	I/We hereby give notice that I/We withdraw from my/our contract for the provision of the following service:
Service	
Ordered / contract concluded on	
Name of consumer(s)	
Address of consumer(s)	
Date	
Signature	_____ _____ (only if this form is submitted on paper)

Practical note: Where the German statutory withdrawal regime applies, this information and the model form should be provided to the consumer before or at contract conclusion on a durable medium (for example, as a PDF attachment by email). An express request for early performance during the withdrawal period should be documented separately.

Practical Use for International Engagements

These Terms are designed as an English-language contractual version for engagements that remain governed by German law. They are not intended to replace mandatory local-law provisions that may apply in another country.

For business-to-business projects, the quotation or engagement letter should expressly incorporate these Terms, for example: "The engagement is subject to the Terms and Conditions of ilsa Consulting – Kai Neumann, version August 2026, attached to this quotation."

For cross-border scientific or funded projects, project-specific provisions on intellectual property, publication rights, confidentiality, research data, funding conditions, tax treatment and liability should normally be dealt with in the project or consortium agreement.

Where a consumer is based outside Germany, mandatory consumer protections of the consumer's country may apply despite the choice of German law. The consumer section should therefore be reviewed before routinely selling consumer training services into additional jurisdictions.

These Terms do not constitute country-specific legal advice. For substantial recurring business in a particular foreign jurisdiction, local legal review is recommended.