



General terms and conditions of  
BA & Co. GmbH

BA & Co. GmbH  
Hauptstrasse 80  
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[info@ba-co.ch](mailto:info@ba-co.ch)



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### 1. scope of application and subject matter of the GTC

The GTC apply to all services provided by BA & Co. GmbH for the customer. Deviating provisions shall only apply if they have been expressly and in writing agreed between BA & Co. GmbH and the customer have been agreed. Any special or general terms and conditions of contract that conflict with these General Terms and Conditions of Business shall be governed by BA & Co. GmbH and have not been accepted in the relationship between BA & Co. GmbH and the customer are not valid.

### 2. conclusion of contract

The contract between the customer and BA & Co. GmbH is concluded by electronic registration, agreement or by using the services. The content and scope of services shall be governed by these GTC or by any individual agreements.

### 3. services of BA & Co. GmbH

The BA & Co. GmbH provides services that are carried out with the utmost care. The BA & Co. GmbH has the right at any time to change the type, scope, price, conditions of purchase and channels of purchase of the services it provides and to refuse its services completely in the event of default in payment or other breaches of duty. BA & Co. GmbH has the right to cancel seminars or workshops without replacement. The BA & Co. GmbH must inform the customer in good time of such a cancellation and refund to the customer any seminar fees already paid. Further compensation or compensation payments due to the cancellation shall be excluded in their entirety. If the BA & Co. GmbH is not able to perform its services due to illness, accident or other absence, the customer will be offered the possibility of a replacement date or he can withdraw from the contract and the costs already paid will be reimbursed in full. Prices are quoted in Swiss francs. Our list prices valid on the day of registration will be charged.

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#### 4. superior violence

If BA & Co. GmbH is responsible for the timely fulfilment of the contract, BA & Co. GmbH and third parties involved as a result of force majeure such as natural disasters, earthquakes, volcanic eruptions, avalanches, storms, thunderstorms, storms, wars, unrest, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents and reactor damage, BA & Co. GmbH shall be released from fulfilling the obligations concerned for the duration of the force majeure as well as a reasonable start-up period after its end. If the force majeure lasts longer than 30 days, the BA & Co. GmbH may withdraw from the contract. BA & Co. GmbH shall reimburse the customer in full for any remuneration already paid.

#### 5. obligation of customer

The customer undertakes to pay the agreed remuneration. The customer is obliged to take all precautions to ensure that BA & Co. GmbH can provide its services for the customer. Depending on the circumstances, this may include the provision of suitable information and documents for BA & Co. GmbH.

#### 6. resignation

In the case of seminars, withdrawal is possible free of charge up to 90 days before the seminar is to be held. If there is no cancellation or a late cancellation, the customer must bear the following costs:

Up to 4 weeks start of service 30% of the agreed costs

Up to 3 weeks start of service 50% of the agreed costs

Up to 2 weeks start of service 80% of the agreed costs

Up to 1 week start of service 100% of the agreed costs

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## 7. liability

For the statements and information in the advertisements and offers of BA & Co. GmbH does not assume any liability. The BA & Co. GmbH disclaims any liability that may arise in connection with the provision of its services to the customer, insofar as the breach of duty of care is due to slight or medium negligence. The BA & Co. GmbH shall only be liable for deliberately or grossly negligently demonstrably incurred damage to the customer. Liability for consequential damages and indirect damages is excluded in any case. The liability for any indirect damages and consequential damages is completely excluded. The BA & Co. GmbH accepts no liability in particular for accidents or theft during seminars, workshops or other events organised by BA & Co. GmbH for events carried out by BA & Co. Insurance is the responsibility of the customer. The liability for direct damages is limited to the sales price of the affected service. This limitation of liability does not apply to direct damages caused by gross negligence or intent. The customer is obliged to pay any damages to BA & Co. GmbH immediately.

## 8. data protection

The BA & Co. GmbH takes all reasonable measures to protect the data stored with it. Access by third parties to BA & Co. GmbH or a contractual partner of BA & Co. GmbH on stored data does not lead to the liability of BA & Co. GmbH and its contractual partners. The BA & Co. GmbH uses customer data for the contractual and legally compliant fulfilment of the services offered, for the maintenance of the customer relationship as well as for the submission of offers. The customer declares his consent to the storage and use of his data by BA & Co. GmbH in full. The customer can prohibit the use and processing of his data for marketing purposes at any time.

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## 9. confidentiality agreement

The parties agree that discretion will be maintained regarding all information, in particular with regard to the concepts and solutions developed, within the framework of the performance of the service. The customer is obliged to take all measures to protect this data from unauthorized access.

## 10. invoicing, reminder and delay

The customer is obliged to pay all invoices in full. The customer undertakes to pay the amount owed on site or at the beginning of the seminar or within 30 days of the invoice being delivered at the latest. For amounts exceeding CHF 3,000, an advance payment of 50 percent must be guaranteed. Location fees are to be paid within 10 days. If the customer does not meet his payment obligation within the payment period, he will be in default with a reminder upon expiry of this period. The default interest is 3%.

## 11. applicable law and place of jurisdiction

These GTC are subject to Swiss law. Unless mandatory statutory provisions take precedence, the court at the registered office of BA & Co. GmbH shall have jurisdiction.

## 12. Coaching

BA & Co. GmbH does not offer psychotherapeutic sessions. The coachee(s) acknowledges that the coaching sessions in which he/she participates are not the same as psychotherapy. Coaching sessions are not a substitute for psychotherapy. Coaching sessions cannot replace professional psychotherapeutic or psychiatric support. Coaching sessions are a motivational support and a "mirror instrument" to better clarify the coachee's goals and action orientation. Coaching sessions are suitable for people who want to actively take responsibility for their own decisions and actions. The coachee(s) takes part in the coaching sessions based on free choice and personal responsibility.

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