

Terms and conditions for training and consulting

of lennartgehl.com GmbH

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English translation for information purposes. Only the German version is authoritative: kidenkraum.com/de/agb-beratung/2026-10-13

§ 1 Provider, scope and eligible customers

(1) The provider is

lennartgehl.com GmbH
Hans-Henny-Jahnn-Weg 53
22085 Hamburg

registered in the commercial register of Hamburg Local Court under HRB 173152, represented by its Managing Director, Lennart Maximilian Gehl, email hello@lennartgehl.com (hereinafter the "Provider").

(2) These General Terms and Conditions ("Terms") apply to contracts for training courses, seminars, workshops, consulting services and related services provided by the Provider. They succeed the Provider's general terms and conditions in version 1.3 of 4 August 2026 insofar as those concerned such services. For the KI-Denkraum Platform, only its own terms apply (kidenkraum.com/en/agb). For other services, these Terms apply only insofar as the respective contract expressly incorporates them.

(3) The services are intended exclusively for persons acting in the course of their trade, business or profession within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law, special funds under public law and other organisations that are not acting as consumers. Contracts with consumers within the meaning of section 13 BGB are not concluded on the basis of these Terms.

(4) The "Customer" is exclusively the natural person, legal entity or partnership with legal capacity designated as the contracting party in the offer.

(5) Any conflicting terms and conditions of the Customer apply only if the Provider has expressly agreed to their application in text form. The unconditional provision of services or acceptance of payments does not constitute such agreement.

(6) Describing a collaboration as a "partnership" or a Customer as a "partner" does not establish a partnership under company law, a joint venture, a commercial agency relationship, authority to represent the other party or exclusivity.

§ 2 Offers, conclusion of contracts and order of precedence

(1) Information presented on websites, in presentations or in other information materials is subject to change and does not constitute a binding contractual offer unless expressly stated to be binding.

(2) A contract is concluded when the Customer accepts an individual offer from the Provider within the period specified in that offer, or when the Provider expressly confirms an order. Acceptance may take place by signature, through an agreed electronic signature procedure or by an unambiguous, unmodified declaration of acceptance by email. A handwritten signature is not required unless the offer expressly provides otherwise.

(3) The following order of precedence applies to the contract:

1. Expressly negotiated individual agreements;
2. The individual offer;
3. Service schedules expressly incorporated into the contract;
4. Any data processing agreement concluded, within its scope; and
5. These Terms in the version specified in the offer.

Mandatory law and the statutory precedence of individual agreements remain unaffected.

(4) Before the Customer accepts the offer, the Provider shall make the version of the Terms specified in the offer available to the Customer as a PDF or on another medium that can be stored permanently. A subsequent amendment to the Terms published on the website does not amend an existing contract.

(5) Changes or additions to the scope of services after conclusion of the contract require an agreement in text form. Additional services shall be remunerated at the agreed fee or, if no fee has been agreed, at the customary reasonable fee.

§ 3 General principles governing the provision of services

(1) The type, scope, dates, place of performance, formats and specific deliverables are set out in the individual offer and the schedules incorporated into the contract.

(2) Unless a specific deliverable capable of formal acceptance has been expressly agreed, the Provider owes the professional performance of its activities, but does not owe any particular economic, organisational, personal, learning, leadership or implementation outcome.

(3) The services provide information, orientation, skills development and support for business decisions. In particular, they do not constitute legal, tax, financial, investment, data protection or IT security advice. The Customer remains responsible for reviewing, approving and implementing its decisions.

(4) The Provider may engage suitably qualified employees, freelancers and subcontractors unless personal performance by a particular individual has been expressly agreed.

(5) Deadlines shall be extended appropriately to the extent that a service is delayed by missing, late or incorrect cooperation by the Customer, a subsequent change to the order or an event for which neither party is responsible.

(6) The Provider may adapt editorial, methodological or technical details to current developments, provided that the overall nature, essential functions and quality level of the agreed service are not materially impaired.

(7) In the event of force majeure or comparable events beyond the Provider's reasonable control, the affected performance obligations shall be suspended for the duration and to the extent of the impediment. Such events include, in particular, significant outages of communications networks or essential third-party services, government measures, industrial action, pandemics and the illness at short notice of an individual expressly designated to provide the service. In the event of a temporary impediment, the parties shall agree on a reasonable alternative date or a reasonable substitute service.

§ 4 Customer data, Customer materials and anonymised insights

(1) "Customer Data" means content and information provided by the Customer or its employees, in particular names, business email addresses, company affiliations, descriptions of business challenges and documents or working materials supplied.

- (2) The Customer retains all rights in its materials. For the duration and purposes of contract negotiations and performance, it grants the Provider a non-exclusive right to store, reproduce and technically process lawfully provided materials, and to have them processed by contractually bound service providers, to the extent necessary for service delivery, communication, documentation, security, troubleshooting or billing.
- (3) The Customer shall ensure that it is entitled to provide the materials and that it complies with applicable law, third-party rights and its own confidentiality and compliance obligations when doing so. The Provider remains responsible for its own statutory data protection obligations.
- (4) Without a prior express agreement, no special categories of personal data under Article 9 of the General Data Protection Regulation (GDPR), data concerning criminal offences, passwords or access credentials, classified information, patient data or information requiring a similarly high level of protection may be provided. Personal information must be limited to what is necessary and, where possible, anonymised or pseudonymised.
- (5) The Provider does not use Customer Data to train or fine-tune its own, generally available or third-party AI models. AI services are used for Customer Data only if the contractual and product terms applicable to the enterprise service used exclude the use of inputs, outputs or Customer Data for training or fine-tuning general-purpose models or models used across customers. Services with different terms shall be used only with the Customer's prior express approval and where the necessary legal requirements are met.
- (6) The Provider may derive general experience, methods and fully anonymised and aggregated, non-personal insights from the provision of services and use them without time limit to improve its own services, for quality assurance, statistics and the development of new offerings. This is permitted only if neither the Customer nor natural persons can be identified or re-identified by reasonable means and no confidential business details are disclosed. This contractual clause does not in itself provide a legal basis under data protection law for the prior processing of personal data.
- (7) To the extent that the Provider processes personal data exclusively on behalf of and on the instructions of the Customer, the parties shall conclude a data processing agreement under Article 28 GDPR before that processing begins.

§ 5 Customer's duty to cooperate

- (1) The Customer shall designate a contact person authorised to make decisions and provide agreed information, approvals, access and materials in a timely, complete and accurate manner.
- (2) For training courses and workshops, the Customer shall in particular ensure the agreed number and selection of participants, suitable premises and technical equipment, required licences and necessary internal approvals and consultation procedures.
- (3) If the Customer fails to provide or delays necessary cooperation, the affected dates and deadlines shall be postponed appropriately. Any additional work caused as a result shall be remunerated at the agreed fee or, if no fee has been agreed, at the customary reasonable fee; expenses saved shall be taken into account.
- (4) Responsibility for the legal permissibility of the systems used and content provided by the Customer, and of the processes implemented after the service has been provided, remains with the Customer unless the Provider has expressly assumed a duty of review of its own.

§ 6 Training, dates and cancellation

(1) The content, duration, format, location, number of participants, trainers and materials for a training course, seminar or workshop are set out in the offer. Agreed dates are binding. Any cancellation or requested rescheduling by the Customer must be made in text form; the time of receipt by the Provider is decisive.

(2) If the Customer cancels for a reason for which the Provider is not responsible, the following flat-rate cancellation charges apply to the agreed net training fee:

1. At least 14 calendar days before the start: no cancellation charge;
2. At least seven but fewer than 14 calendar days before the start: 50%;
3. Fewer than seven calendar days before the start, or failure to attend: 100%.

(3) The Customer remains entitled to prove that no loss, or a substantially smaller loss, has been incurred. Expenses saved and revenue from a reasonable replacement booking shall be taken into account. Documented third-party costs that can no longer be cancelled must be reimbursed additionally to the extent that they are not already covered by the flat-rate charge. The Provider may prove that a higher loss has actually been incurred.

(4) The flat-rate cancellation charge is waived for a one-time rescheduling if the parties agree in text form on a binding, substantially equivalent replacement date within six months of the originally agreed date, no later than two working days after the request to reschedule and before the original date. The original due date for payment remains unchanged.

(5) If the Provider cancels a date for a reason for which it is responsible and no reasonable alternative date is agreed, it shall refund the remuneration for the cancelled service. Statutory termination rights, in particular under section 627 BGB where its requirements are met, remain unaffected.

(6) The Provider records an online training session only if this has been agreed in the offer and all participants consent at the start; consent is voluntary. If a participant does not consent or withdraws consent, there is no recording from that point on; this gives the Customer no claim to the recording and no reduction of the remuneration. The Provider provides the recording and transcript to the Customer for internal use in accordance with § 10(5). The Customer informs the participants from its organisation in advance of the recording, its purpose and its recipients, and is itself responsible under data protection law for its use of the recording.

§ 7 Remuneration, billing and late payment

(1) All prices are net of value added tax and are subject to VAT at the applicable statutory rate.

(2) Under a monthly contract model, recurring remuneration shall be invoiced monthly in advance. Under an annual contract model, the annual remuneration shall be invoiced annually in advance. Any different provisions in the offer take precedence.

(3) Invoices are due without deduction within 14 calendar days of receipt unless the offer specifies a different payment period.

(4) In the event of late payment, statutory default interest and the statutory fixed compensation for late payment apply. Any proven further loss caused by late payment remains recoverable.

(5) Travel, accommodation, venue, shipping and other incidental costs shall be charged only if agreed or if the Customer has approved them being incurred in advance.

(6) Set-off is permitted only against claims that are undisputed, have been established by a final judgment or arise from the same contractual relationship. A right of retention may be exercised only in respect of claims arising from the same contractual relationship.

(7) In the event of a material overdue payment, the Provider may temporarily suspend outstanding services or access after prior notice and the expiry without payment of a reasonable payment period.

§ 8 Contract term and termination

(1) The start, term and end of the contract are governed primarily by the individual offer. Unless the offer provides otherwise, paragraphs 2 and 3 apply.

(2) If the offer specifies a monthly contract model, the contract shall initially run for one month and renew for one further month at a time. Either party may terminate the contract in text form at any time, without a minimum notice period, with effect from the end of the current monthly period. The notice of termination must reach the other party no later than the end of that monthly period; if received later, it takes effect at the end of the following monthly period.

(3) If the offer specifies an annual contract model, the contract shall run for twelve months and then end automatically without notice of termination being required. There is no automatic renewal. Continuation requires an express renewal agreement in text form, which must be concluded no later than one month before the contract ends. Silence, failure to give notice or mere payment of an invoice does not result in renewal.

(4) Under the annual contract model, ordinary termination before the agreed contract end date is excluded unless the offer provides otherwise. Both parties' right to extraordinary termination for good cause remains unaffected. In the case of breaches that can be remedied, a reasonable period for remedy must generally first be set or a warning issued.

(5) Good cause for termination by the Provider may exist, in particular, if the Customer materially breaches obligations relating to use, confidentiality or data protection despite a warning, or is in arrears with a substantial part of the remuneration.

(6) Notices of termination and renewal agreements must be made in text form.

(7) When the contract ends, obligations to provide further services and any entitlements to access and support that have not yet arisen also end. Rights of use under § 10(5) continue.

§ 9 Confidentiality and protection of trade secrets

(1) Each party shall keep confidential all technical, business, organisational and personal information of the other party that becomes known in connection with contract negotiations or performance and is marked as confidential or is confidential by its nature.

(2) Confidential information may be used only for contractual purposes and may be made available only to members of governing bodies, employees, consultants and subcontractors who need it and are bound by at least equivalent confidentiality obligations. The use of fully anonymised and aggregated insights under § 4(6) remains unaffected.

(3) Information is not confidential if the receiving party can demonstrate that it already knew it lawfully, that it is or becomes publicly known without a breach of contract, that it was lawfully obtained from a third party without a duty of confidentiality, or that it was developed independently without the use of confidential information.

(4) Disclosures mandatorily required by law or by public authorities remain permitted. To the extent legally permitted, the disclosing party shall inform the other party in advance and limit disclosure to what is necessary.

(5) The parties shall take appropriate technical and organisational safeguards and inform each other without delay of significant unauthorised access or disclosures.

(6) The general duty of confidentiality continues for five years after the contract ends. For trade secrets within the meaning of the German Trade Secrets Act (GeschGehG), it continues for as long as the statutory requirements for a trade secret are met.

§ 10 Rights in content, methods and third-party materials

(1) All of the Provider's pre-existing rights and rights developed in the course of providing the services in texts, graphics, databases, collections, selection and arrangement work, templates, methods, taxonomies, criteria, prompts, workflows, data structures, training materials and other Provider materials remain with the Provider or its licensors.

(2) The Customer receives only those rights of use expressly granted in these Terms, the offer or a schedule. Ownership of files or storage media does not confer any additional rights. The Customer's rights in its own materials and independently created contributions remain unaffected; the underlying Provider rights and licence restrictions continue to apply.

(3) No rights are granted in linked podcast episodes, publications or other third-party content beyond those held by the Provider itself or permitted by law.

(4) A party's trademarks, business identifiers and logos may be used by the other party only with prior express approval. Use of the Customer as a reference or the creation of a case study requires a separate agreement.

(5) Upon full payment of the remuneration, the Customer receives a non-exclusive right, unlimited in time, to use training materials and recordings, including transcripts, provided by the Provider as part of a training course internally by its employees and the participants. Passing them on to third parties, publishing them or adapting them for external purposes requires the Provider's prior consent in text form; the Customer does not pass recordings and transcripts on to third parties and does not publish them.

§ 11 Problems with performance

(1) The Customer shall notify the Provider of apparent problems with performance without delay and in a comprehensible manner, and allow the Provider a reasonable opportunity to examine and remedy them.

(2) For files transmitted incorrectly or incompletely, the primary remedy shall be resupply or correction. For training or consulting services, an entitlement to remedy exists only to the extent that the nature and purpose of the service permit it to be provided subsequently or corrected.

(3) A problem with performance does not arise solely because the Customer takes a different view of an editorial assessment, forecast or recommendation, an external link is subsequently changed, or an intended learning or business outcome is not achieved.

(4) Statutory rights in the event of problems with performance otherwise remain unaffected.

§ 12 Liability

(1) The Provider's liability is unlimited:

1. In the event of intent or gross negligence;
2. For culpably caused loss of life, bodily injury or damage to health;
3. To the extent that it has expressly given a guarantee, fraudulently concealed a defect or expressly assumed a procurement risk; and
4. Under the German Product Liability Act and other mandatory statutory liability provisions.

Claims of data subjects under Article 82 GDPR remain unaffected to the extent that the Provider is liable under that provision.

(2) In the event of ordinary negligence, the Provider is liable only for the breach of an essential contractual obligation. Essential contractual obligations are obligations whose fulfilment is necessary for the proper performance of the contract and on whose fulfilment the Customer may regularly rely. In that case, liability is limited to the loss that was recognisable at the time the contract was concluded as a typical and foreseeable consequence of the breach.

(3) Within the liability limit under paragraph 2, liability per claim event is limited to the higher of EUR 10,000 and 50 per cent of the reference remuneration. Total liability for all claim events within a contract year is limited to the higher of EUR 20,000 and 100 per cent of the reference remuneration. For ongoing contracts, the reference remuneration is the net remuneration agreed for twelve contract months of the individual contract concerned. For one-off assignments or a total term of less than twelve months, the total agreed net remuneration is decisive. VAT and third-party costs passed through to the Customer are disregarded. A contract year is each twelve-month period from the start of the contract; for shorter or one-off contracts, the entire contract term constitutes one contract year. Loss is attributed to the contract year in which the breach causing it occurred. Multiple losses arising from the same breach constitute a single claim event. The caps apply collectively to all claims of the Customer and the companies included within the contract's scope of protection; they are not multiplied by the number of entitled companies or persons. The monetary caps apply only to the extent that they cover the foreseeable loss typical of the contract at the time it was concluded, or the total of such losses that would be expected on a typical assessment. Otherwise, the liability limit under paragraph 2 continues to apply to the amount exceeding those caps.

(4) If, before the contract is concluded, the Customer becomes aware of circumstances that may create an unusually high risk of loss in connection with the agreed service, it shall draw the Provider's attention to them in text form. The parties may agree a higher liability limit in the offer together with an appropriate remuneration or insurance arrangement. Statutory provisions on contributory fault remain unaffected.

(5) In the event of data loss caused by ordinary negligence, recoverable restoration costs are limited to those that would have arisen had proper, regular backups appropriate to the risk been made. This applies only to data that the Customer controls itself and can reasonably back up. Paragraphs 2 and 3 apply to data whose storage, backup or return the Provider has expressly undertaken.

(6) The Provider is not liable for the Customer's independent decisions or publications, adaptations made by the Customer, unlawful Customer Data, or the availability and factual accuracy of external sources and services, unless the Provider has itself culpably breached an obligation.

(7) The limitations of liability apply to all claims for damages and reimbursement of expenses, regardless of their legal basis. They apply accordingly for the benefit of the Provider's governing bodies, legal representatives, employees, freelancers and persons engaged to perform its obligations.

(8) Claims for provision of the services owed or subsequent performance, and statutory rights of rescission, termination and price reduction, are not restricted by this section.

§ 13 Indemnification for third-party claims caused by the Customer

- (1) The Customer shall indemnify the Provider against justified third-party claims arising from unlawful provision of Customer materials for which the Customer is responsible, exceeding the rights of use granted, or unlawful adaptations and publications made by the Customer.
- (2) The indemnity includes reasonable and necessary legal defence costs. The Provider shall inform the Customer of the claim without delay, shall not acknowledge it without the Customer's consent and shall allow the Customer to participate appropriately in the defence. Any contributory fault of the Provider shall be taken into account.

§ 14 Data protection

- (1) Each party processes personal data for the purposes it determines itself under its own responsibility in accordance with applicable data protection laws. If the Provider processes personal data exclusively on the Customer's documented instructions, this constitutes processing on behalf of the Customer where the statutory requirements are met; in that case, the parties shall conclude an agreement under Article 28 GDPR before processing begins.
- (2) Information about processing for which the Provider is the controller is contained in the current Privacy Policy (kidenkraum.com/en/datenschutz) or in a privacy notice supplied before the specific processing takes place.
- (3) The Customer shall inform the Provider in good time of any particular data protection, confidentiality or security requirements that go beyond the agreed standard. Their implementation requires a separate agreement.
- (4) Where necessary, the parties shall conclude a data processing agreement, including technical and organisational measures and provisions governing subcontractors.

§ 15 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- (2) The place of performance is the Provider's registered office, unless the nature of the service or the offer provides otherwise.
- (3) If the Customer is a merchant within the meaning of German commercial law, a legal entity under public law or a special fund under public law, Hamburg shall be the exclusive place of jurisdiction. Mandatory statutory places of jurisdiction remain unaffected.
- (4) Legally relevant declarations may be made in text form, in particular by email, unless the law requires a stricter form. Oral individual agreements remain effective in accordance with the law.
- (5) If any provision of these Terms is or becomes wholly or partly invalid, the contract and its remaining provisions shall remain valid. The invalid provision shall be replaced by the applicable statutory provision.
- (6) The German version of these Terms is authoritative; the English version is a translation for information purposes.