

Terms and Conditions (TC)

STG Mental Health - Stephan Grombach

As of May 2026

1. Scope

These General Terms and Conditions (GTC) apply to all business relationships between STG Mental Health (hereinafter referred to as „Contractor“) and its clients. The Contractor's services are aimed at entrepreneurs. For the purposes of these General Terms and Conditions, an „entrepreneur“ is a natural or legal person, or a partnership with legal capacity, acting in the exercise of their commercial or independent professional activity when concluding the contract (§ 14 para. 1 BGB). Deviating terms and conditions of the client are not recognised, unless their validity is expressly agreed to in text form.

All orders and agreements require written form. Verbal agreements are only valid if the contractor confirms them in writing within three working days. The contractor's services shall be provided exclusively in accordance with these terms and conditions, unless the parties agree on an individual agreement in writing. The uncontradicted acceptance of these terms and conditions shall be deemed to be the client's consent, even if they exclude the recognition of other terms and conditions in their own conditions.

2. Benefits

The contractor provides services in the area of training and lectures with a focus on mental health and burnout prevention. The type, scope, content and objective of the services are set out in the respective offer or order confirmation. No specific success is owed. The contractor provides its services through the owner Stephan Grombach, employees and/or vicarious agents. The contractor is entitled to offer its services to competitors of the client, unless expressly agreed otherwise in writing.

The contractor undertakes to pay remuneration that meets at least the requirements of the Minimum Wage Act to all persons engaged by them for the execution of the obligations regulated in this contract, regardless of the type of contractual relationship these persons have with the contractor. The client is entitled to check compliance with this obligation on a random basis. Should persons engaged by the contractor in the execution of this order nevertheless pursue claims against the client under joint and several liability pursuant to § 13 MiLoG, the contractor is obliged to indemnify the client against such claims immediately, or, if the client has already made payment to the employee in response to such a claim, to reimburse the corresponding amount to the client.

Where the contractor engages further subcontractors to carry out activities under this contract, it shall include provisions corresponding to the aforementioned conditions in the contract with said subcontractor. If the contractor fails to comply with this obligation, the client may claim damages from the contractor in accordance with the foregoing provisions. Furthermore, in this case, the client shall be entitled to terminate the contract with the contractor with immediate effect.

3. Exclusion of Medical Services

The services offered do not constitute medical, psychotherapeutic or healing treatment, nor do they replace such. Participation in the services is at your own risk. Participants are themselves responsible for seeking medical or therapeutic support if necessary.

4. Contractor's Obligation to Cooperate

The client undertakes to provide all information necessary for the performance of the service in a timely manner. The success of the measure is heavily dependent on the active participation of the attendees.

5. Fees and Payment Terms

Remuneration is based on the respective offer. Fees and costs for the contractor's services will be recorded in text form in an order confirmation. The order confirmation will be sent to the client. A daily fee will be agreed upon per commenced day for the agreed-upon services of the contractor, which are to be realised jointly with the client or third parties. Travel and accommodation costs will be billed separately upon agreement. All prices are in EUR plus statutory value added tax. Invoices are due within 14 days of the invoice date, net. In the event of payment default, the contractor is entitled to charge default interest at the statutory rate.

The client shall not be entitled to offset or withhold payment unless the counterclaim is undisputed or legally established.

6. Cancellation and Rescheduling

Cancellations by the client must be made in writing. The following cancellation conditions apply:

Free of charge up to 28 calendar days before the appointment

27 to 15 days before the date: 50% of the agreed fee

14 to 7 days before the appointment: 75% of the agreed fee

less than 7 days before the appointment: 100% of the fee

7. Execution and Failure

The contractor is entitled to postpone appointments for important reasons (e.g. illness, force majeure). In this case, a replacement appointment will be agreed. There are no further claims.

8. Copyright

All documentation provided to the client by the contractor as part of the services is subject to the copyright of STG Mental Health, unless otherwise indicated. Reproduction or disclosure of the aforementioned works is not permitted without the prior consent of the contractor in writing. The client guarantees that no copyright or other rights are infringed by the works provided by them for the execution of the contract.

9. Confidentiality

All client information will be treated confidentially and will not be disclosed to third parties, unless legally required to do so.

10. Data Protection

The processing of personal data will be carried out in compliance with applicable data protection regulations. Further information can be found in the contractor's privacy policy at www.stg-mentalhealth.de.

11. Liability

STG Mental Health is liable for intent and gross negligence. A "loss event" is defined as an occurrence that establishes the grounds for a claim for damages. For simple negligence, STG Mental Health is liable – except in cases of injury to life, body, or health – only if essential contractual obligations (cardinal obligations) are breached. Liability is limited to the damage that is typical for the contract and foreseeable, but not exceeding the service fee agreed upon with the client.

Liability for indirect and unforeseeable damages, in particular loss of use, loss of profit, lost savings, and damage to property due to third-party claims, is excluded in cases of simple negligence – except in cases of injury to life, limb, or health. Further liability is excluded – irrespective of the legal nature of the claim made. However, the aforementioned limitations or exclusions of liability do not apply to any statutory strict liability. To the extent that liability is excluded or limited according to the preceding clauses, this also applies to the personal liability of employees, representatives, organs, and vicarious agents of STG Mental Health.

12. Jurisdiction and governing law

If the client is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law, or a special fund under public law, our registered office in Kirchberg an der Murr shall be the exclusive place of jurisdiction for all disputes, whether direct or indirect, arising from the contractual relationship. The same applies if the buyer is an entrepreneur within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch).

The law of the Federal Republic of Germany applies.

13. Final Provisions

Should individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.