

Terms and Conditions (T&C)

1. Scope

1.1 These Terms and Conditions govern the legal relationship between netzwerk plan+bau (hereinafter referred to as the "Provider") and the registered companies (hereinafter referred to as "Member" or "Members").

1.2 The network is exclusively aimed at commercial and self-employed entrepreneurs. Use of the network by consumers as defined in § 13 of the German Civil Code (BGB) (private individuals acting for purposes that are not primarily attributable to their commercial or self-employed activity) is excluded.

1.3 Diverging conditions of the Member will not be accepted unless the Provider explicitly agrees to them in writing.

2. Registration and membership

2.1 Use of the Provider's services requires registration.

2.2 Registration is carried out via the online form on the Provider's website. The Member agrees to provide accurate and complete information and to keep it up to date.

2.3 After successful completion of the registration process on the website, the Member receives an email with the invoice. Payment must be made in full within the period stated on the invoice. Upon receipt of payment in the Provider's account, the Member receives a membership number, and the registration is confirmed.

2.4 With the Provider's confirmation of the registration, a membership contract is concluded.

2.5 Membership begins on the date of confirmation and continues for the agreed duration.

3. Duration and renewal of Membership

3.1 Membership is valid for 12 full months. Confirmation of registration by the Provider marks the start of membership, which ends after 12 full months at the end of the month.

3.2 In the 12th month of membership, the Member will receive an invoice for the next billing period. Membership does not renew automatically. The Provider issues the invoice in due time, and renewal only occurs if the fee for the next year is paid by the Member. If payment is not made within the specified period, the membership ends automatically.

4. Services and benefits

4.1 Members receive access to the following free benefits:

Weekly updates via email: Members receive a weekly email with the latest summarized listings, job advertisements, succession requests, and company presentations from the network. These emails are sent to all contact persons specified during registration or updated via support in the member portal.

Create listings: Members can publish their offers and requests directly in the network. New projects, available capacities, or needed services – the Member's listing is included in the weekly updates sent to all members.

Create job advertisements: The Member's job advertisements are included in the weekly updates sent to all members, allowing the Member to reach other companies and professionals who can refer potential candidates.

Place successor requests: The Member's succession inquiry is featured in the weekly updates and reaches all members who may help find suitable successors.

Access to mediator services: Members have access to experienced mediators for industry-specific conflicts. Referral is free of charge. However, mediators and their services are paid by the Member.

Create company presentations: Members can promote their company in the network – whether nationally or internationally. The Member's presentation is sent to all members via the weekly updates to help build new connections.

Support: If Members have questions or issues, the Provider's support is available. The Provider is committed to assisting Members in utilizing the network's benefits quickly and effectively.

4.2 Free benefits such as "Create listings", "Create job advertisements", and "Place successor requests" may be used once per week per registered Member. "Create company presentations" may be used once per month.

4.3 Members may also create additional paid listings. These are presented individually via email to all members in addition to the listings in the weekly updates.

4.4 The Provider reserves the right to change or expand the offered benefits. The Member will be informed in good time of any changes.

5. Fees and payments

5.1 Membership is subject to a fee. The membership fee is €599 per year plus 19% VAT; the gross amount is €712.81. The Provider may offer temporary discounts or promotions without permanently altering the regular membership fee.

5.2 Payment of the membership fee is made annually via invoice.

5.3 In case of late payment, the Member receives a payment reminder with a 7-day deadline. If no payment is received, a first warning notice follows with a further 7-day grace period. After that, a second warning notice with a final 7-day deadline is sent.

5.4 If the final deadline passes without payment, the Provider may charge interest at 9 percentage points above the base rate under § 288 (2) of the German Civil Code (BGB), plus a reminder fee of €5.00 per reminder level.

5.5 If payment is still not received after the second warning notice, the Provider may suspend or terminate the membership and pursue the claim through legal action.

5.6 An increase in the membership fee during the current contract period is excluded. Price adjustments apply only to the next contract term. If the Member does not accept the new prices, no further action is required – the membership ends automatically without payment.

5.7 Use of paid listings requires a separate order by the Member. Current prices are available on the Provider's website.

5.8 Payment for paid listings is made once via invoice.

5.9 If the Member is in default of payment for paid listings, the Provider may choose not to publish the listing and may terminate the membership.

5.10 The Provider reserves the right to change prices for paid listings with at least 30 days' notice. Changes will be communicated via email or in writing.

6. Termination of membership

6.1 Membership ends automatically if the Member does not pay the membership fee for the next term. A separate cancellation is not required.

6.2 Termination for good cause remains unaffected. This applies especially in cases of violation of these T&C.

6.3 Membership fees are non-refundable – even partially.

6.4 After termination, access to the benefits is revoked.

7. Liability and disclaimer

7.1 The Provider is only liable for damages caused by intent or gross negligence without limitation.

7.2 In cases of slight negligence, the Provider is only liable for breaches of essential contractual obligations (cardinal obligations). In such cases, liability is limited to typical, foreseeable damages.

7.3 Liability for indirect damages, lost profits, or missed savings is excluded unless caused by intentional or grossly negligent conduct.

7.4 The above limitations do not apply to damages resulting from injury to life, body, or health, or in cases of liability under the Product Liability Act.

8. Data protection

8.1 The Provider processes personal data of Members in accordance with the General Data Protection Regulation (GDPR) and the privacy policy, which can be accessed at any time on the Provider's website. Data will not be shared with third parties unless necessary for contract fulfillment.

9. Compliance and code of conduct

9.1 Each Member agrees to comply with applicable laws and all internal policies of the Provider, especially compliance guidelines and the code of conduct.

9.2 The current compliance guidelines and code of conduct are available on the Provider's website at any time. Alternatively, they can be provided by email upon request.

9.3 Violations of the compliance guidelines or code of conduct may result in suspension or termination of membership.

10. Right of withdrawal

10.1 The network is exclusively intended for entrepreneurs as defined in § 14 of the German Civil Code (BGB). Consumers under § 13 of the German Civil Code (BGB) are excluded from use.

10.2 Since membership and all services are exclusively intended for commercial and self-employed use, no statutory right of withdrawal exists under § 312 (1) in conjunction with § 355 of the German Civil Code (BGB). Withdrawal or cancellation of the contract is therefore excluded.

11. Final provisions

11.1 If any provision of these T&Cs is or becomes invalid or unenforceable, the remaining provisions shall remain unaffected.

11.2 Changes and additions to these T&C must be made in writing. No verbal agreements exist.

11.3 German law applies. The place of jurisdiction for all disputes arising from or in connection with this agreement is the Provider's registered office.

11.4 The Provider may amend the T&C with 30 days' notice. Members will be notified in writing at least 30 days before changes take effect. If the Member disagrees with the new terms, they may refuse payment for the next term. In this case, no cancellation is required.

netzwerk
plan + bau