

General terms and conditions (T&Cs)

Formation4You GmbH



1. Area of application

Our general terms and conditions (T&Cs) apply for all business with our customers, throughout its duration and for future business dealings. They are accepted by customers upon ordering. The conditions are considered to be accepted and conflicting conditions are considered to be dropped if no written objection specifying the nature and extent of the condition which is not recognised is received within three days. Additions and ancillary agreements concluded with the customer are only binding on us with written confirmation. The customer's terms and conditions, diverging provisions and additional provisions only apply if they are agreed in writing and have been signed by both (or all) contracting parties.

2. Term

Formation4You GmbH, hereinafter referred to as "Formation4You", is a limited liability company under Swiss law entered in the commercial register with the purpose of consultation, organisation and implementation of training activities for companies of all types, the associated project management, and consultation on all other operational matters.

3. Offers

Our offers are time-limited, either in accordance with the statutory regulations or according to the specific information in the offers themselves. Formation4You can provide the customer with a performance report concerning specific or all services which they obtain from Formation4You. If the customer does not request the correction of incorrect information within the time limit and form specified on the performance overview, then the performance overview becomes part of the contract. If Formation4You determines for its part that the performance overview is incorrect, it may provide the customer with a corrected version. Our offers are of a confidential nature and may only be made available to such persons as are dealing with our offers. We retain ownership of and copyright for all project studies and drafts.

4. Conclusion of the contract

The offer submitted by Formation4You to the customer is considered to be a proposal. For conclusion of the contract, the customer must confirm the offer. If the customer places an order with Formation4You, then the contract is concluded with the appropriate written notification and written confirmation from Formation4You. Formation4You reserves the right to change the prices, its services, the specific conditions and the offer conditions at any time. Formation4You shall inform the customer of changes in an appropriate manner. If Formation4You increases the prices such that it results in a higher total charge for the customer or if Formation4You significantly changes a service received by a customer to the detriment of the customer, the customer may prematurely terminate the affected service from this point until the entry into force of the change without financial consequences. If it does not do so, then it accepts the change. Price adjustments owing to changes to the duty rates (e.g. increase in value added tax) and price increases by third party providers are not considered to be price increases and do not entitle the customer to cancellation. The customer may place their order orally or in writing. Emails as confirmation are expressly recognised by both parties. Provisional date reservations are valid for 14 days and are confirmed by Formation4You without notification of the customer, after which the costs become payable.

5. Early termination / cancellation of a project

The customer is bound by the order until acceptance of the products and services ordered. Formation4You undertakes to completely fulfil the accepted order under the agreed conditions. Early termination is only possible through mutual, written agreement. In the event of cancellation by the customer, the following cancellation costs are considered to be agreed:

- 0% of the estimated service costs up to 45 days before the service date
- 20% of the estimated service costs up to 30 days before the service date
- 50% of the estimated service costs up to 20 days before the service date
- 80% of the estimated service costs up to 10 days before the service date
- 100% of the estimated service costs less than 10 days before the service date

The customer will incur the cost of products which have already been ordered from third party suppliers or third-party services insofar as these orders cannot be cancelled. Costs in connection with such cancellation will likewise be borne by the customer.

6. Nature and extent of the services

The nature and extent of the services to be provided by Formation4You is determined by the offer from Formation4You which underlies the contract and has been accepted by the customer. Changes to the nature and/or extent of the services to be provided by Formation4You are only valid on the basis of prior written agreement between the customer and Formation4You. Formation4You may engage third parties for the provision of services. The customer is not entitled to specific structuring of the services or to retention of services which are accessible through this.

The services are provided in German, French, Italian or English according to the order. The documentation, texts and reports are drafted in German. If the customer would like the services, documentation, texts and reports in Italian, French or English instead, this must be expressly communicated to Formation4You upon ordering. Any additional costs which may occur in this connection shall be the subject of a special agreement.

6.1 The customer's services

The customer undertakes to provide Formation4You with all of the necessary documents and information in full and in good time. The customer is responsible for the maintenance and the timely removal of all of the necessary infrastructure, as well as for prompt payment for the services purchased. The provision of services by Formation4You requires the use of appropriate devices and furniture by the customer if necessary. It is itself responsible for the procurement, installation, functionality and legal conformity of its infrastructure. If Formation4You provides a device, furniture or auxiliary material through leasing or rental, this remains the property of Formation4You for the full duration of the leasing or rental period.

7. Deadlines

Any agreed deadlines or periods for the provision of services apply subject to force majeure events. The agreed deadlines or periods begin as soon as Formation4You and the customer are in agreement on all the details of the contract and the customer has provided Formation4You with all of the information and documents required for the provision of the service.

8. Confidentiality

Formation4You undertakes to treat all data and information concerning the customer and its employees which are made accessible to it during the course of its activities for the customer as confidential. The use of reports or illustrations from Formation4You for advertising purposes of any kind, including simply referencing the report, requires approval by Formation4You and may be subject to a fee. Consent may be tied to conditions or associated with requirements. Formation4You will be released from its confidentiality obligation within the scope of the consent granted for advertising.

9. Prices, terms of payment

The prices for Formation4You's services are strictly net in Swiss Francs (CHF), excluding value added tax. The value added tax shall be borne by the customer. Advance payments or other payment terms may be contractually agreed. The customer is always required to pay the invoice for Formation4You's services in a timely manner. Unless otherwise agreed, the payment term for the customer is 15 days as from the invoice date. Compensation of CHF 20.00 and default interest may be charged on payment reminders. Unless otherwise agreed, the services are compensated at cost. Formation4You's respective applicable hourly rates shall apply. The hourly rates apply for services during normal business hours. A surcharge of 50% may be applied for urgent performances which must be completed outside of business hours in agreement with the customer. If a fixed price is agreed, then this is based on the known bases at the time of conclusion of the contract and is on condition that the requirements agreed at this time are fulfilled. If these bases and requirements change, then Formation4You may request an adjustment of the fixed price.

10. Data protection

Formation4You complies with the applicable legislation when handling data. Formation4You only collects, stores and processes data which is required for the provision of services and for the establishment and maintenance of the customer relationship, namely to ensure a high quality of services and for invoicing. The customer agrees that Formation4You may collect information about it in connection with the conclusion of the contract and the implementation of the services. It agrees to the processing of its data for marketing purposes, namely for the needs-oriented structuring and development of the services and for tailored offers. The customer may limit or prohibit the use of its data for marketing purposes.

11. Intellectual property

For the duration of the contract, the customer has the non-transferable, non-exclusive right to the use of the services and products. The content and scope of this right results from the contract documents. All rights to existing intellectual property or intellectual property resulting from fulfilment of the contract with regard to Formation4You's services and products remain reserved by it or the authorised third parties. If the customer violates third parties' intellectual property rights and claims are raised against Formation4You for this, then the customer must indemnify Formation4You. The expertise developed by Formation4You during the course of the contractual service belongs exclusively to Formation4You. The customer is not entitled to the commercial right of use. Formation4You is entitled to use the expertise during the course of its development activities. Expertise which Formation4You already had or which it has otherwise obtained remains its property.

12. Liability

Formation4You is liable within the legal framework. Any further liability, regardless of the legal basis, in particular for indirect damage and consequential damage is expressly excluded insofar as this is permitted by law. Formation4You is not liable if provision of the service is temporarily interrupted or is entirely or partially limited or impossible owing to force majeure.

13. Applicable law and jurisdiction

The individual contracts and the T&Cs are exclusively subject to Swiss law. The place of jurisdiction for all disputes arising directly and indirectly from the contractual relationship is the competent local courts at Formation4You's registered office for Formation4You and for the customer. Formation4You will always seek to resolve any differences with its customers amicably and by mutual agreement.

14. Validity

These T&Cs apply as from 1 January 2016 and remain valid until new provisions are published.