

## **GENERAL TERMS OF SERVICE (GT)**

### **BETWEEN:**

GESTA Particulier (Garcia) – Gestion Administrative pour Particulier, sole proprietorship represented by Ms. Tchamali Deborah GARCIA, founder and general manager.

hereafter: “GESTA Particulier” or the “Service Provider”;

and

the “Client”.

**The parties agree as follows:**

### **PREAMBLE**

The Service Provider is specialized in the administrative and personal assistance to individuals. The Service Provider acts upon request of the Client to perform the personal and/or administrative tasks for which the Client would normally be responsible. **A contractually binding quote is issued for all services. The acceptance of such quote by the Client shall imply unconditional acceptance of the present GT by the Client.**

**The Service Provider retains the right to modify the GT at any time and without prior notice. The relevant version of the GT is indicated on the quote.** Failing such indication, the version of the GT in effect at the time of issuance of the quote is applicable.

The failure by the Service Provider to apply a section of the GT does not imply waiver nor renunciation to prevail itself of such section.

The confidentiality of your personal data is important to us. Any personal data that you provide us shall be processed in accordance with applicable law and with our [privacy policy](#).

In case of discrepancy between the English version and the French version, the French version shall prevail.

### **Article 1: CONTRACT PURPOSE**

The present contract purports to set the terms upon which the Service Provider shall provide its services as defined by the quote, as accepted by both parties.

Each mission starts with an analysis of the Client’s request. This analysis allows to define the services to be provided. It also allows to set the fees and terms of payment applied depending on the requests.

### **Article 2: SERVICES**

The quote defines the services. It shall specify :

- ◇ the nature of the services,
- ◇ the fees for the services without taxes,
- ◇ the amounts of reductions, if any,
- ◇ the terms of payment,
- ◇ the planning setting forth for the actions and

obligations of the Service Provider and the Client, as well as applicable deadlines,

- ◇ the list of documents required to perform the services, as well as deadlines for receipt,
- ◇ the reminder that the Client fully and unconditionally accepts the GT.

In order to confirm its request in a firm and final manner, the Client shall:

- ◇ either approve the quote electronically by clicking “I accept”
- ◇ or return the quote by post without any modifications, duly signed and dated with the mention “Agreed and approved”.

The order is subject to the following condition precedents: a) receipt of the declaration of acceptance of the quote, either electronically, or dated and signed by post, and b) payment of any required down payment. Failing receipt of the acceptance confirmation and of the down payment by the quote expiry date, the quote shall be considered cancelled without notice.

After acceptance of the quote by the Client, the performance of the services shall start once the documents indicated in the quote are received. The services may be provided in French or in English. The Service Provider confirms to work in those languages. If considered necessary by the Service Provider, the latter may delegate the performance of the services to auxiliaries.

### **Article 3: FEES AND PAYMENT**

#### ***1. Fees:***

The fees due for the services are indicated on the quote accepted by the Client. They are indicated in Swiss francs (CHF) and are subject to applicable VAT. The fees may be calculated as a fixed rate or as hourly rates.

It is agreed between the parties that the payment by the Client of the Service Provider’s fees shall be understood as reception and final acceptance of the services. Unless otherwise mentioned on the quote, the fees cannot be renegotiated after acceptance of the quote or once the service has been performed. The prices may be revised by Service Provider each year on the 1<sup>st</sup> of January.

The quote and the fee proposal are valid for 30 days as from the date of the quote. Beyond that period, the quote must be reconfirmed by the Service Provider.

#### ***2. Payment:***

Down payment invoices, monthly invoices and other invoices are payable upon receipt. The payment must be performed by credit card, debit card or wire transfer. Any payment by wire transfer shall trigger additional costs of CHF 10 for the reconciliation of the payments. No discount is owed in case of early payment.

**Any late or non-payment shall automatically cause:**

- ◇ **any further amounts owed to become**

- ◇ immediately due.
- ◇ the calculation of a default interest of 5% per year to be paid, it being specified that the Client must compensate any damages in excess of the default interest.
- ◇ invoicing of CHF 20 as reminder costs, per reminder,
- ◇ in case of recovery proceedings, the recovery costs as well as the costs of the debt-collection services (*Office des poursuites*) shall be owed by the Client,
- ◇ the right for the Service Provider to interrupt pending services and to delay acceptance of any further requests from the Client and/or to terminate the contract.

## **Article 4: PARTIES' DUTIES AND CONFIDENTIALITY**

The Service Provider undertakes to:

- ◇ Abide by the strictest confidentiality duties with respect to the information provided by the Client and marked as confidential by the Client,
- ◇ Refrain from disclosing any information on the services performed for the Client unless required by the performance of the requested services,
- ◇ Enter into a non-disclosure agreement if required by the Client.

The confidentiality duties above shall, however, not apply:

- ◇ If the Service Provider has a legal duty to disclose confidential information,
- ◇ If disclosure is required to assert the Service Provider's interests in legal proceedings,
- ◇ To publicly available information,
- ◇ To information disclosed by a third party through no breach of said party's obligations.

The Client undertakes to :

- ◇ **Provide complete and true information and documents to the extent necessary for the performance of the requested services.**
- ◇ **Meet the dates and times of meetings set for the proper performance of the foreseen planning: any action not performed and not cancelled 24 hours in advance shall trigger the invoicing of costs of CHF 15 with the next invoice.**
- ◇ **Ensure that any cancelled action is re-planned and performed at a time compatible with the planning initially agreed.**

## **Article 5: LIABILITY**

Considering the nature of the service performed, the Service Provider shall only have an obligation of diligence but not an obligation of result.

The Service Provider undertakes to provide the services pursuant to professional standards and in the best way possible, in conformity with the terms of the agreement, as well as applicable laws and regulations.

**In particular, the liability of the Service Provider shall be excluded:**

- ◇ For errors caused by the lack of or incorrect information provided by the Client,
- ◇ Delays caused by the Client, the administration or third parties which would make impossible to abide by deadlines agreed by the parties or set by law,
- ◇ For decisions made by the administration or by third parties.

**In any case, the liability of the Service Provider shall be excluded except for fraud or gross negligence, and liability for auxiliaries shall be entirely excluded.**

## **Article 6: DURATION OF CONTRACT**

The duration of the services is defined in the quote, which is part of the contract. The contract shall be effective as from its acceptance whether electronic or by way of signature. In the case where performance has begun prior to acceptance, it is agreed that said prior performance will be covered by the acceptance of the quote.

## **Article 7: TERMINATION AND END OF CONTRACT**

**Unless otherwise indicated on the quote, agreements for services to be provided over time shall be entered into for an initial period of 1 year and the agreement shall be automatically renewed for further periods of identical length, unless terminated by either party with a prior written notice of 3 months.**

Each party may immediately terminate the agreement if one of the parties ceases its activities, defaults on payments, or if one of the terms of this contract is breached.

Upon termination or at end of the contract, the Service Provider shall be freed from its obligations under the contract at the date of termination or end of contract.

In case of termination by the Client, the latter shall owe any amounts related to services performed until the date the termination becomes effective, provided they have yet to be paid.

**For all fixed-rate services, the termination of the contract by the Client prior to performance of the service shall cause 90% of the amount of the fees, as agreed in the quote, to be due.**

## **Article 8: NON-SOLLICITATION**

The Client undertakes not to recruit, hire or solicit, directly or indirectly, any personnel of the Service Provider. This undertaking is effective as from the start of the performance of the services and shall be effective for a period of two years after the end of the contract. Should this undertaking be violated, the Client shall pay the Service Provider a penalty

**amount of two years of remuneration of the concerned personnel, based on the latest remuneration applicable at the date of the concerned person's departure. Any damage in excess of the aforementioned amount is reserved.**

## **Article 9: FORCE MAJEURE**

Neither party shall be considered as having breached its obligations and to be liable if the performance of such obligation is affected, temporarily or definitely, by a *force majeure* cause or event.

Within five business days of the occurrence of such event, the party affected by the *force majeure* event or cause shall notify such fact to the other party. The affected party shall use its best efforts to eliminate the causes of the delay and shall resume the performance of its obligations as soon as the concerned cause disappears. However, if the *force majeure* cause continues to exist for fifteen business days as from its occurrence, each party shall have the right to terminate the agreement, without incurring any liability for such termination. Said termination shall become immediately effective as from the receipt by the other party of the signature letter with receipt confirmation. If the contract is terminated by the Client for a *force majeure* cause, the Client shall remain obligated to pay the amounts owed until the date of termination.

## **Article 10: APPLICABLE LAW AND JURISDICTION**

**The present GT and the quote shall be exclusively interpreted according to Swiss material law, to the exclusion of its conflict rules. Failing amicable resolution, any dispute between the parties regarding the performance or the interpretation of the GT and of the contract shall be subject to the exclusive jurisdiction of the Geneva courts.**

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