

Website Terms and Conditions of Use

EDC Hospitality Consulting

Introduction and General Information

These terms of use ("Terms and Conditions") apply to your use of "our website". By using "our website" you agree to these Terms and Conditions as applied to your use of the web site. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Web Site. EDC Hospitality Consulting ("we") may change these Terms and Conditions from time to time and by continuing to use our website you accept and agree to be bound by all changes.

Intellectual Property Rights

All copyright, trademarks (logos, service marks and trade names collectively the "Trademarks"), design rights, patents and other intellectual property rights (registered and unregistered) in and on our website and all content (including any applications) located on the site shall remain the sole property of EDC Hospitality Consulting or its licensors (which includes other users).

You must not:

- Republish material from our website without prior written consent.
- Sell or rent material from our website.
- Provide a public performance of any of our websites content.
- Reproduce, duplicate, copy or otherwise exploit material on our website content in any way except for your own personal, non-commercial use.
- You also agree not to adapt, alter or create a derivative work from any of our content except for your own personal, non-commercial use.
- Redistribute any content from our website, including onto another website.

What we consider acceptable use of our website

You agree to use our website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content or disrupting the normal flow of dialogue within our website.

You must not use our website to send unsolicited commercial communications.

You may not use the content on our website for any marketing related purpose without our express written consent.

Linking to Our Website

With prior consent from EDC Hospitality Consulting for the use, you agree that if you include a link from any other web site to "our web site", such a link shall open in a new browser window and shall link to the full version of an HTML formatted page of this Website. You are not permitted to link directly to any image hosted on the web site or our services. We reserve all of our rights under the law to insist that any link to the Web Site be discontinued, and to revoke your right to link to the web site from any other web site at any time upon written notice to you.

Third Party Websites

You may be able to link from our website to "third party" websites and third party websites may link to our website. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through third party websites, even if they are owned or run by associates of ours. Links to third party websites do not constitute an endorsement or sponsorship by us of such web sites or the information, content, products, services, advertising, code or other materials presented on or through such web sites. EDC Hospitality Consulting disclaims any liability for links; from another web site to this Web Site; and to another web site from this website inclusive of third party website transmissions received from third party websites.

Restricted Access

We may in the future need to restrict access to parts (or all) of our website and reserve full rights to do so. If, at any point, we provide you with a username and password for you to access restricted areas of our website, you must ensure that both your username and password are kept confidential.

We also reserve the right to disable your user account at our sole discretion without explanation.

User Contribution to our website

By sharing any contribution (including any text, photographs, graphics, video or audio) with EDC Hospitality Consulting you agree to grant to EDC Hospitality Consulting, free of charge, permission to use the material on our

website and for marketing purposes - which we will be communicated to you through an appropriate medium (including modifying and adapting it for operational and editorial reasons)

Copyright of your contribution will remain with you and this permission is not exclusive and you can continue to use the material in any way including allowing others to use it.

In order that EDC Hospitality Consulting can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any Swiss and/or European laws, that you have the right to give EDC Hospitality Consulting permission to use your contribution.

Products and Services

EDC Hospitality Consulting makes services and products available to clients of our website. "Participants" and "Clients" agree by engaging our services that -

1. Payment Terms

- "Settlement of the remainder" invoiced is payable within; 14 days after training completion for "Training & Development Solutions" by direct bank transfer.
- All other services are payable within 30 days on receipt of invoice by bank transfer.
- Clients from outside Switzerland may pay in local currency by direct bank transfer only and assume full-costs in any transfer fees
- In case of late payment, we reserve the right to charge interest of arrears as per the provision of the laws in force.

2. Meetings and consultations

- We reserve the right to charge, with notice to the client, for travel, meeting and consultation time on projects, Travel expenses will be invoiced at cost.

3. Professional Development and Management Consulting Costs

- Any subsequent changes to the agreed "brief" or "professional development" outline (Training & Development Solutions and Executive Education Sets are collectively termed "professional development") and deadlines, once the "project" (collective for "Professional Development" and "Management Consulting" assignments) has started could incur additional fees.
- Should the client decide to terminate the project before completion, we have the right to invoice 50% of the project fee (*except Executive Education Sets - see under 'Reimbursement for Open Executive Education Sets') subject to the usual 'Payment Terms'.
- In the extreme circumstance, that we be forced to cancel a Professional Development Programme we will reimburse you all monies already paid but are not liable for any costs incurred by you due to the inconvenience with regard to travel expenses, accommodation or work-incurred expenses.

4. Deposit and Payment for open "Executive Education Sets"

- Total amount payable within 30 days on receipt of invoice (following enrolment online, participants will be sent a "confirmation of enrolment" and invoiced for the registered professional development programme)

5. Deposit and Payment for "Training & Development Solutions"

- We reserve the right, in certain cases to request 20% of the total amount upon the clients signed "project confirmation".
- Settlement of the remainder invoiced, must be paid 14 days after the training has been delivered.

6. Deposit and Payment for "Management Consulting" projects

- We reserve the right, in certain cases to request 20% of the total amount upon the clients signed "project confirmation".
- Settlement of the remainder invoiced is payable within 30 days.

7. Reimbursement for open "Executive Education Sets"

If you inform EDC Hospitality Consulting of the cancellation of your registration on a course prior to the start date, reimbursement is as follows;

- Up to 60 days before: 100%
- Between 59 and 30 days before: 50%
- Less than 30 days before: 0%

Limited Warranties

We endeavour to ensure that all content on our website is correct, To the extent permitted by the applicable law, we disclaim all representations and warranties with respect to the Site and any Material thereon, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular propose; in no event will we be liable for indirect, special, incidental or consequential loss or damage which may arise in respect of the Site, its use, or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings, even if we have been advised of the possibility of such loss.

Limitations of our Liability

We do not exclude liability for death or personal injury to the extent only that the same arises as a result of negligence for which we are liable or otherwise, will be limited as follows:

- The website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage due to the use of the information or products sold from this website.
- In the event that any exclusion or other provision contained in these Terms be held to be invalid for any reason and we become liable for loss or damage that could otherwise have been limited, such liability shall be limited to CHF 1,000.
- EDC Hospitality Consulting do not warrant that functions available on the website will be uninterrupted or error free, that defects will be corrected, or that the server that makes the website available is free of viruses and / or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements.

Miscellaneous

Without prejudice to our other rights under this Terms and Conditions, if you fail to abide by these Terms and Conditions when using our website, we will take all necessary measures to ensure our protection including, but not limited to, informing relevant third parties such as your employer, school or internet provider about the infringement(s). We will also inform law enforcement on any serious violation.

Revision and change to these Terms and Conditions

EDC Hospitality Consulting may change these terms from time to time and so you should check these terms regularly. Your continued use of our website will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using our website immediately.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of Switzerland, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

Entire Agreement

This Terms and Conditions, together with our privacy policy, make the entire agreement between you and us in relation to your use of our website.

Law and Jurisdiction

These Terms and all use of our Site are governed by the laws of Switzerland and any questions arising shall be dealt with only by the Swiss courts.

Registrations and Authorisations applicable to EDC Hospitality Consulting

Contacting EDC Hospitality Consulting about these terms and conditions

The full name of our company is EDC Hospitality Consulting

Our address is

La Combettaz 81/5,
3963 Crans-Montana 1
Valais
Switzerland

You can contact us via email on contact@hc-edc.com

Effective of 01.03.2009