



RVS HOTEL CONSULTING

# GENERAL TERMS AND CONDITIONS

AS OF MARCH 1, 2020

RVS Hotel Consulting & Management  
a brand of the RVS Group GmbH  
Managing Partner: Emanuel M.M. Schreiner

Bergmannngasse 28, 8010 Graz, Austria  
T: +43 (0)660 24 86 300  
E: [we@rvshotel.com](mailto:we@rvshotel.com)  
W: [www.rvshotel.com](http://www.rvshotel.com)

Commercial Registration No.: 466751z  
Court: Regional Court for Civil Law (Landesgericht f. ZRS) in Graz, Austria

## **1. General Terms and Conditions / Scope**

1.1 All legal transactions between the Client (Client) and RVS Hotel Consulting & Management, a brand of the RVS Group GmbH (Consultant) shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable. If only an Offer (Proposal) is signed by the Client and accepted by the Consultant instead of a separate Contract, these General Terms and Conditions regulate the contractual relationship entered between the Client and the Consultant.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral Contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Client shall be invalid unless they have been explicitly accepted in writing by the Consultant.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

## **2. Scope of Consulting Assignments / Representation**

2.1 The scope of each particular consulting assignment shall be individually agreed by Contract.

2.2 The Consultant shall be entitled to subcontract, in whole or in part, the services for which the Consultant is responsible to third parties. Payment of said third parties shall be effected exclusively by the Consultant. No contractual relationship of any kind shall exist between the Client and said third party.

2.3 During the validity of this Contract and for a period of three years after termination thereof, the Client shall agree not to enter into any kind of business transactions with persons or organisations the Consultant employs to perform the Consultant's contractual duties. In particular, the Client shall not employ said persons or organisations to render consulting services the same or similar to those offered by the Consultant.

## **3. Client's Obligation to Provide Information / Declaration of Completeness**

3.1 The Client shall ensure that during the performance of the consulting assignment, organisational conditions in the Client's place of business allow the consulting process to proceed in a timely and undisturbed manner.

3.2 The Client shall also inform the Consultant in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.

3.3 The Client shall, in a timely manner and without special request on the part of the Consultant, provide the Consultant with all documents necessary to fulfil and perform the consulting assignment and shall inform the Consultant of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.

3.4 The Client shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of the Consultant's consulting activities prior to the commencement of the assignment.

## **4. Maintenance of Independence**

4.1 The contracting parties shall be committed to mutual loyalty.

4.2 The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for the Consultant and/or of any third parties employed by the Consultant is not jeopardized. This applies particularly to any employment offers made by the Client or the acceptance of assignments on their own account.

## **5. Reporting / Obligation to Report**

5.1 The Consultant shall be obligated to report to the Client on the progress of services performed by persons working for the Consultant and/or any third parties employed by the Consultant.

5.2 In case a final report is contractual part of the agreement, the Consultant shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment.

5.3 The Consultant shall not be bound by directives while performing the agreed service and shall be free to act at the Consultant's discretion and under the Consultant's own responsibility. The Consultant shall not be required to work in a particular place or to keep particular working hours.

## **6. Protection of Intellectual Property**

6.1 The Consultant shall retain all copyrights to any work done by the Consultant and/or by persons working for the Consultant and/or by third parties employed by the Consultant (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the Client may use these materials exclusively for the purposes described under the Contract. Therefore, the Client shall not be entitled to copy or distribute these materials without the explicit consent of the Consultant.

6.2 Any violation of this provision by the Client shall entitle the Consultant to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

## **7. Warranties**

7.1 The Consultant shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Consultant's work which have become known subsequently. The Consultant shall immediately inform the Client thereof.

7.2 This right of the Client expires six months after completion of the respective service.

## **8. Liability / Damages**

8.1 The Consultant shall be liable to the Client for damages - with the exception of personal injury - only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by the Consultant.

8.2 Any claim for damages on the part of the Client may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.

8.3 The Client shall furnish evidence of the Consultant's fault.

8.4 If the Consultant performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Client. In this case, the Client shall primarily refer to the third party.

## **9. Confidentiality / Data Protection**

9.1 The Consultant shall be obligated to maintain complete confidentiality concerning all business matters made known to the Consultant in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Client.

9.2 Furthermore, the Consultant shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Client's clients.

9.3 The Consultant shall not be obligated to maintain confidentiality towards any person working for the Consultant or representatives of the Consultant. The Consultant is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if the Consultant had breached confidentiality.

9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract - with the exception of any duty to give evidence.

9.5 The Consultant shall be entitled to use any personal data entrusted to the Consultant for the purposes of the services performed. The Consultant shall guarantee the Client that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declarations of consent are obtained from the persons involved.

## 10. Remuneration

10.1 After completion of the services agreed upon, the Consultant shall receive remuneration agreed upon in advance between the Consultant and the Client. The Consultant shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by the Consultant.

10.2 An invoice submitted by the Consultant is deemed approved by the Client if the Client did not raise an objection within 14 calendar days after the Consultant's submission of the invoice.

10.3 The Consultant shall render accounts which entitle to deduct input tax and contain all elements required by law.

10.4 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to the Consultant by the Client separately, upon submission of the appropriate receipts. Travel expenses, including accommodation and meals, are booked via the Consultant's office at the following standards where applicable and if not agreed otherwise:

- Airplane Cabin Class: Business Class.
- Train, Bus, Coach: First Class.
- Cruise Ship: Suite or similar.
- Transport to/from airport/train station/cruise terminal: Taxi or private car.

10.5 Accommodation and meals to be arranged by and at the expense of the Client:

- Hotel Accommodation to be provided by the Client at his property in form of one suite a similar per Consultant. If not accommodated at the Client's property: Accommodation in a 4-star hotel or higher will be arranged via the Consultant's office and at the expense of the Client, with prior consent of the Client.
- All meals and beverages during the Consultant's time on site at the location of the Client's property are included as follows:
  - Meals: three meals per day.
  - Beverages: non-alcoholic as well as standard alcoholic beverages.
  - Not included: premium food and premium beverage products, wellness, spa treatments, sport activities, excursions, if not agreed otherwise.
- Invitation for accommodation, food and beverages, of relevant business partners of the Consultant only with prior consent of the Client.

10.6 In the event that the work agreed upon is not completed due to reasons on the part of the Client, or due to a premature termination of Contract by the Consultant for cause, the Consultant shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Client shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that the Consultant did not perform by the date of termination of the agreement.

10.7 In the event that intermediate invoices are not paid, the Consultant shall be released from the Consultant's commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

## 11. Electronic Invoicing

11.1 The Consultant shall be entitled to transmit invoices electronically. The Client agrees explicitly to accept invoices transmitted electronically by the Consultant.

## 12. Duration of the Agreement

12.1 The Contract terminates with the completion of the project.

12.2 Apart from this, this Contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:

- one party breaches major provisions of the Contract
- one party is in delay with the payments after the beginning of insolvency proceedings
- legitimate concerns exist regarding the Client's credit standing, even though insolvency proceedings have not been opened, the Client fails to make an advance payment or to furnish suitable security at the Consultant's request and the Consultant didn't know about the Client's bad financial situation when the Contract was concluded.

## 13. Personal Data Protection

13.1 The Client agrees that his personal data, namely name, occupation, date of birth, Business Register Number, powers to represent the company, contact person, business address and other addresses of the Client, phone number, fax number, e-mail address, bank details, credit card details, VAT number may be collected, stored and processed electronically for the purpose of performance of the Contract and support of the Client and for the Consultant's own advertising and promotion purposes, for example by sending him offers, advertising brochures or newsletters (in hard copy or electronic form) and for the purpose of making reference to the current or former business relationship with the Client. The Client agrees to be sent electronic mail for advertising purposes until further notice. Such consent may be revoked in writing via e-mail, fax or letter to the contact details stated in the header of these General Terms and Conditions at any time.

13.2 Our Privacy Policy can be viewed and downloaded via [www.rvshotel.com/contact.html](http://www.rvshotel.com/contact.html). Should questions occur regarding the data obtained or how it is used, stored or secured, please contact us directly via the contact details provided on the cover page of this document.

## 14. Final Provisions

14.1 The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.

14.2 Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing. Electronic mail (e-mail) is a valid way of written communication as long as the e-mail contains the sender's name, e-mail address and date and time of sending. This shall also apply to a waiver of this requirement in written form.

14.3 This Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law as well as UN Commercial Law. Place of fulfilment is the registered business establishment of the Consultant in Graz, Austria. Jurisdiction in all disputes is the court at the Consultant's business location in Graz, Austria.