

GENERAL TERMS AND CONDITIONS OF URPEAK SARL

1. Scope of Application

These General Terms and Conditions of services ("General Conditions" or "GC") are applicable to all the activities provided by URPEAK Sàrl (hereinafter called the "Company") (IDE: CHE-281.790.938) a company located at Avenue Gratta-Paille 2, 1018 Lausanne, Switzerland.

URPEAK has extensive expertise in higher education and business management, and offers its services to individuals and companies to develop their potential to achieve success, growth, and goals that they have set for themselves. URPEAK has been created to provide professional education and professional certification in accordance with the strictest international standards. URPEAK also provides consulting and business research services to both individuals and companies.

These General Terms and Conditions apply to all services provided by the Company, whether ordered through the Company's website (www.urpeak.ch), through orders made by telephone, post, email, by oral declaration, or by any other manifestation of will.

By accessing the Company's website and using it, in particular by ordering the services of the Company, the client acknowledges to be bound by these General Terms and Conditions, which he declares to have read and understood.

The Company reserves the right, at its sole discretion, to modify these General Terms and Conditions at any time. It is the customer's responsibility to consult them regularly in order to be kept informed of any changes. The Terms and Conditions applicable at the time of the contract's conclusion by the customer apply, unless the customer has expressly agreed in writing to other provisions.

2. Conclusion of Contract

The conclusion of the contract takes place at the time the customer accepts the offer proposed by the Company in relation to the services provided.

The contract is in any case concluded as soon as the customer accepts the services proposed by the Company and/or when he orders services on the Company's website.

3. Prices

Unless otherwise agreed, all prices are quoted in Swiss francs (CHF). The Company reserves the right to quote prices in other currencies depending on the countries in which its products will be sold.

All quoted prices include additional amounts relating to Value Added Tax (VAT) amounts, where applicable. The applicable VAT rate is determined according to the country concerned.

The prices do not include any additional taxes that might apply.

The Company reserves the right to modify its prices at any time. The prices indicated apply at the time of the conclusion of the contract.

4. Payment

The company offers the customer the following payment terms: invoice, credit card, and PayPal.

5. Consulting and Research Services

The customer is entitled to a free initial consultation during which the Company will interview the customer to determine his needs and propose a package of services to best meet them. During this interview, the Company is not obliged to provide any advice that constitutes paid services unless agreed upon in advance. If this has been agreed upon, then the customer is obliged to pay the invoice submitted by the service provider in order to obtain these paid services.

The Company is not responsible for decisions and actions of third parties involved in the consulting project.

6. Professional Education

A customer that wishes to participate in a workshop, or an online session, must pay the relevant invoice at least 30 days prior to the workshop. In the case of cancellation less than 30 days prior to the workshop, or if the customer does not attend the workshop, the Company reserves the right to keep the payment and in certain cases propose to the customer a place in another workshop.

In case of rejection of the customer application by AHLEI, the total amount will be returned with the deduction of only the registration fee of CHF 80.

The Company can not be held responsible if the customer fails the certification exam. The workshops are intended to provide all of the necessary information to pass the certification exam; however, they do not guarantee success to those customers who do not undertake responsibilities from their side to study. The DVDs, videos, course materials and the texts provided are non-refundable unless damaged in shipment; defective, and/or unopened. In these cases they must be returned within 30 days.

AHLA members can benefit from special rates. If you would like to become an AHLA member, please send a membership application to by email to membership@ahla.com or contact them by telephone at 1-202-289-3100. Special rates are attributed only after verification of AHLA membership status.

7. Obligations of the Company

7.1. Provision of services

Unless otherwise agreed, the Company fulfills its obligations by providing the agreed service.

7.2. Auxiliaries

The Company expressly reserves the right to hire auxiliaries (assistants) in order to fulfill its contractual obligations.

8. Obligations of the Customer

The customer is obliged to take all necessary measures as soon as possible so that the Company can provide its services. The customer must take all such measures at the place, at the time and in the manner agreed upon. Depending on the circumstances, the customer will also be required to provide all necessary information and documents to the Company.

9. Prohibition of Poaching

The client may not engage or hire employees or assistants of the Company, whether on his own behalf or on behalf of a third party, without the express consent of the Company. The client is also prohibited from employing employees or auxiliaries of the Company, directly or indirectly, even after the termination of the contractual relationship with the Company. This prohibition is valid during the year following the end of the employment relationship and is limited to the area of activity of the employees and the auxiliaries concerned.

10. Cancellation of Order

The cancellation of an order does not incur any additional costs if notified at least 30 (thirty) working days before the service is provided.

However, when the customer wishes to attend seminars/meetings (workshops) for a certification, a registration fee of CHF 80. - will be deducted from the total amount of the reimbursement.

In all cases, the Company will endeavor, to the extent possible, to find a satisfactory solution for the customer.

11. Warranty

The company guarantees to perform the agreed services according to the usual quality standards.

12. Liability

Liability for indirect or consequential damages is excluded.

Liability for direct damage is limited to the contractually agreed amount. This limitation of liability is not valid in case of fraud or gross negligence.

The customer is obliged to inform the Company immediately of any damage.

Any liability of auxiliaries is excluded, to the extent permitted by law.

13. Agents and Distributors

The customer accepts that potential distributors or agents are likely to work independently of the Company and that potential claims should therefore be directed against them directly. The Company declines all liability in the event of contractual violations committed by potential agents or distributors.

14. Intellectual Property Rights

The Company has all rights to the products and services it offers.

Neither these General Terms and Conditions nor the individual agreements relating thereto deal with the assignment of intellectual property rights, unless expressly provided for.

In addition, any re-use, publication or dissemination of information, images, texts or any other elements that the customer receives in connection with these provisions are excluded, unless expressly authorized by the Company.

The Customer must ensure that he does not violate any third party intellectual property rights when using content, images, texts or figurative elements, when using them in connection with the Company.

15. Data Protection

The Company must process and use the data collected at the time of the conclusion of the contract in order to fulfill its contractual obligations. The Company shall take all necessary measures to ensure the protection of the data in accordance with legal provisions. The customer accepts that his data are recorded and used in accordance with the contract and is aware that the Company may disclose it or that of third parties in the event of injunctions from a court or an authority. Unless expressly excluded by the customer, the Company is entitled to use its data for marketing purposes. The data necessary for the performance of the service may be transferred to the service partners mandated by the Company and to other third parties.

16. Entire

These General Terms and Conditions supersede any prior agreements or provisions. Only the provisions stipulated in individual contracts which specify General Terms and Conditions take precedence over these.

17. Severability Clause

The validity of these General Terms and Conditions will not be affected if one of its provisions or one of its annexes is or was to be declared void. In such a case, the null or invalid provision will be replaced by a valid provision that is close to the purpose of the void or invalid provision. The same applies in the event of a contractual shortcoming.

18. Confidentiality

The customer, the Company, and their auxiliaries undertake to keep secret all information that has been exchanged or acquired in the course of the services performed. The obligation of confidentiality persists even after the end of the contract.

19. Governing Law and Judicial Procedures

These General Terms and Conditions are governed by Swiss law.

The courts located at the company's headquarters shall be competent to settle any dispute between the parties, except in the case of mandatory legal provisions to the contrary.

The company is free to introduce a judicial action at the defendant's headquarters/domicile.