General Terms and Conditions

Bornet Projects · Bornet Project Management Sàrl
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Bornet Projects is a brand of Bornet Project Management Sàrl, Chemin Marie-Louise-Bloesch 2, 2503 Biel/Bienne, Switzerland, CHE-342.988.070 (hereinafter "Bornet Projects"). These general terms and conditions (hereinafter the "GTC") apply to the project management, project recovery and consulting services that Bornet Projects provides to companies and organisations (hereinafter the "client"). Contact: info@bornetprojects.ch.

1. Scope and conclusion of the engagement

The GTC are attached to every proposal. Unless otherwise stated, a proposal is valid for 30 days. The engagement is concluded when the client accepts the proposal in writing (signature, email or purchase order); the client thereby accepts the GTC. Any change to the scope, deadlines or price is agreed in writing; an email is sufficient.

In the event of a conflict, a contract signed by both parties takes precedence over the proposal, and the proposal takes precedence over the GTC. The client's general terms and conditions only apply if Bornet Projects has accepted them in writing. Where the engagement is concluded through a matchmaking platform or an intermediary, its terms take precedence on the points they govern.

2. Nature of the services

The services are provided under a mandate contract within the meaning of Art. 394 et seq. of the Swiss Code of Obligations (CO). Bornet Projects works with due care and in accordance with professional standards, but does not guarantee a result (deadlines, budget or project objectives), which also depends on the client's decisions, resources and suppliers. Only the deliverables expressly described in the proposal are subject to a delivery commitment.

The client retains decision-making authority and responsibility for its project. Bornet Projects analyses, recommends, plans and manages; trade-off decisions, the choice of suppliers and approvals remain the client's responsibility. Bornet Projects cannot bind the client without a written power of attorney.

3. Independence and personnel

Bornet Projects works as an independent service provider; the engagement is neither an employment contract nor a staff leasing arrangement. The client sets the objectives, scope and priorities. Bornet Projects organises its own work (methods, working hours and location, subject to the proposal); its personnel are not integrated into the client's hierarchy and comply with the client's security and access rules. The client has no employer obligations towards Bornet Projects' personnel: their salaries and social insurance are borne by Bornet Projects.

The services are performed by the personnel designated in the proposal or by employees of Bornet Projects. The use of an external subcontractor requires the client's prior consent; Bornet Projects remains responsible to the client for the services it entrusts to third parties.

4. Fees, expenses and invoicing

Time-and-materials engagement: the time spent on the engagement is invoiced at the rate set in the proposal, with a timesheet attached to each invoice. A working day consists of 8 hours. The timesheet is deemed accepted if the client does not dispute it in writing within 5 working days.

Fixed-price engagement: the price set in the proposal is invoiced by milestones; a deposit may be provided for in the proposal.

Part-time engagement: a volume of days or hours is agreed per week or per month and invoiced at the end of each month.

Prices are in Swiss francs (CHF), excluding VAT, unless the proposal provides for another currency. VAT is added at the statutory rate where it is due. Services provided to clients established abroad are generally not subject to Swiss VAT.

Expenses related to the engagement (travel, accommodation, etc.) are invoiced in addition, at actual cost, unless the proposal provides for a flat rate. Significant expenses require the client's prior consent. Any adjustment of rates during an ongoing engagement is announced at least 30 days in advance and does not apply to ongoing fixed-price engagements.

5. Payment and late payment

Invoices are payable within 30 days net.

In the event of late payment, Bornet Projects sends a first reminder, free of charge; from that reminder, default interest of 5% per annum is due (Art. 102 and 104 CO). If the invoice is still unpaid 10 days later, a second reminder is sent, with a fee of CHF 20 per reminder, and Bornet Projects may suspend its services until payment is received. It may then initiate debt collection proceedings.

6. Client cooperation and change of scope

The client provides the necessary information, access and resources in good time, appoints a contact person with decision-making authority and makes its decisions within time frames compatible with the schedule. Bornet Projects is not liable for delays or errors caused by missing, late or inaccurate information, decisions or resources from the client.

If the work required significantly exceeds the estimate or the agreed scope, Bornet Projects informs the client in writing before carrying it out. No additional work is invoiced without the client's prior consent.

7. Assignments abroad

The client informs Bornet Projects of the local conditions of which it is aware and facilitates obtaining visas and access. Bornet Projects may refuse, postpone or interrupt a trip if the safety of its personnel is not reasonably ensured, in particular if the Swiss Federal Department of Foreign Affairs (FDFA) advises against travel. The parties then agree on remote work or a postponement.

8. Confidentiality and references

Bornet Projects keeps confidential the client's information that comes to its knowledge, during the engagement and without time limit after its end, except where required by law or with the client's written consent. A confidentiality agreement signed by the parties takes precedence.

Unless the client objects in writing, Bornet Projects may cite the engagement in its references in anonymised form (sector, region, nature of the project). The client's name or logo is only used with the client's written consent.

9. Data protection

Where Bornet Projects processes personal data on behalf of the client, it acts as a processor within the meaning of Art. 9 of the Swiss Federal Act on Data Protection (FADP): it follows the client's instructions and applies appropriate security measures. Where the engagement involves sensitive data (e.g. biometric or identity data), it accesses such data only to the extent strictly necessary, in the client's environments, and does not copy it to its own systems without the client's written consent. The other processing of personal data carried out by Bornet Projects is described in its privacy policy, available at www.bornetprojects.ch.

10. End of the engagement

Under the law (Art. 404 CO), either party may terminate the engagement at any time. For a part-time engagement or an engagement of indefinite duration, the parties undertake to give each other written notice of termination at least 30 days in advance, to the end of a month, to allow an orderly handover.

In all cases, the client pays for the services provided up to the end of the engagement (pro rata for a fixed-price engagement) and the expenses already incurred. If a party terminates the engagement without serious reason and at a time that is unfavourable to the other party, it compensates the other party for the resulting damage (Art. 404(2) CO).

At the end of the engagement, Bornet Projects returns the client's documents, data and means of access and, at the client's request, ensures a handover, invoiced at the agreed rate.

11. Liability

Bornet Projects is liable for direct damage caused by fault in the performance of the engagement. To the extent permitted by law, its total liability is limited to the fees invoiced for that engagement during the 12 months preceding the event giving rise to the damage; it is not liable for indirect damage, in particular loss of profit or loss of data. These limitations do not apply in the event of intent or gross negligence (Art. 100 CO).

Bornet Projects is not liable for the consequences of the client's decisions, nor for the services of suppliers or third parties engaged by the client.

12. Intellectual property

Deliverables produced specifically for the client become the client's property upon full payment of the corresponding services. Bornet Projects' methods, tools and templates remain its property, and it may reuse its general know-how, without any confidential information of the client.

13. Force majeure

Neither party is liable for a delay or failure to perform caused by an external event that it could neither foresee nor prevent, for example a natural disaster, a pandemic, an armed conflict, travel restrictions or a decision by an authority. The party concerned informs the other party without delay. If the impediment lasts more than 30 days, either party may terminate the engagement with immediate effect; the services provided and the expenses incurred remain due.

14. Governing law and jurisdiction

The GTC and the engagements are governed by Swiss law. In the event of a dispute, the parties first seek an amicable solution; failing that, the exclusive place of jurisdiction is Biel/Bienne.

15. Updates

Bornet Projects updates these GTC when its services or the legal framework change. The current version is published on its website. A new version applies to proposals issued after its publication; an ongoing engagement remains subject to the version accepted by the client, unless both parties agree otherwise in writing. In the event of any difference between the French version and a translation, the French version prevails.