

SWISS INTERNATIONAL HOSPITALITY CONSULTING (SIHC) has established a pool of preferred “suppliers” of consultancy services, more commonly known as ‘Associate Consultants’. These individuals offer a range of consultancy services aligned to the services provided by SIHC to its clients.

SIHC will contract with its Associate Consultants from time to time to deliver services, on behalf of SIHC, direct to its clients to meet their bespoke and specific needs.

This document sets out the terms and conditions under which SIHC will contract with Associate Consultants* for their services.

**A consultant is a generic term within this document and may be a freelance associate, a SIHC associate manager or a SIHC associate director.*

The Associate Consultants may provide services across SIHC’s core service areas; currently these are BUSINESS ANALYSIS & STRATEGIES, PERFORMANCE MANAGEMENT, NEW DEVELOPMENTS AND (RE-)POSITIONING and HUMAN RESOURCES/ TALENT MANAGEMENT. These service areas cover a wide range of activities detailed on the SIHC website www.sihc.ch.

The terms and conditions set out in this document will include a set of general conditions (that are applicable to all Associate Consultants regardless of the type of association) as well as some service specific conditions.

In order to become a SIHC Associate Consultant you are required to accept the terms and conditions as set out within this document and pay the basic association fees as indicated on the SIHC webpage.

Professional Liability Insurance (PLI)

It is a requirement of all SIHC Associate Consultants entering a service agreement to have Professional Liability Insurance with an insurance provision of a minimum of CHF/EUR 2 Million in place. In signing and accepting these terms and conditions you are confirming you have the required PLI cover. SIHC may ask you to provide a copy of your policy at any time. If you are unable to provide confirmation of your policy cover you will be immediately removed from the Associate Consultant Pool.

If at any time your PLI is revoked or not renewed, you are required to notify SIHC immediately in writing and you will be removed from the Associate Consultant Pool.

1. General Terms and Conditions

1.1. The Commissioned Service

The Consultant agrees to deliver their services on behalf of SIHC in accordance with the terms and conditions set out in this document and as specifically detailed in the service agreement with the client or other appropriate engagement document.

1.2. Changes to the Commissioned Service

If during the course of service provision it is necessary (generally at the Client’s request) to adapt or extend the nature, scope, or duration of the service being provided, the Consultant must notify SIHC immediately so that the terms of the engagement of all parties involved can be amended to accurately reflect any variance in the service being delivered.

SIHC is not committed to make any commission payment for services provided by the Consultant that have not been agreed with SIHC in writing prior to being delivered.

1.3. Sub-contracting

The Consultant will not sub-contract the service they have agreed to provide on behalf of SIHC, without the prior written consent of SIHC.

1.4. Performance of Service

The Consultant will be solely responsible for determining all matters of detail as to the manner in which the service is performed, and for ensuring that all work is carried out to the highest standard and quality as expected by SIHC and the Client.

1.5. Quality Control

SIHC will use a variety of evaluation methods to check the quality of services being delivered on its behalf, including but not restricted to, direct consultation with the client.

1.6. Service Fees and Expenses

SIHC will confirm the agreed fee payable to the Consultant prior to any commission and this will be confirmed in the SIHC engagement documentation with the client.

In cases where travel expenses are agreed as part of the arrangements, SIHC will pay related and reasonable expenses for travel and accommodation costs; evidence of such expenses must be provided with the Consultant's invoice for services delivered. All such travel and out-of-pocket expenses must be approved by SIHC in advance.

1.7. Invoicing and Payment

The Consultant must invoice SIHC **within 30 working days** of the service being delivered or at an agreed regular pattern for service provision that exceeds a 30 day period. The invoice must include the SIHC purchase reference number and a detailed breakdown of service fees and expenses (where applicable). Copy receipts must be attached to verify all expense claims.

Note: SIHC has performance targets and if invoices are routinely provided late, this will affect your suitability as an Associate Consultant.

SIHC will not make payment to anyone other than the Consultant unless previously agreed in writing.

SIHC will make payments by international bank transfer and supplier invoices will normally be paid net monthly.

1.8. Non Gratuity

The Consultant shall not solicit any gratuity, tip or any other form of payment for any part of the services or goods, other than those expressly agreed with SIHC.

1.9. Cancellations

Should it be necessary for **SIHC to cancel** the agreed service, we will endeavour to confirm the cancellation with the Consultant at least two weeks before the agreed start/delivery date, upon which no preparation or cancellation fee will be due/paid to the Consultant.

If we cancel within two weeks of start delivery date any costs incurred by the Consultant will be reimbursed by SIHC unless the cancellation is due to circumstances beyond our control.

Should it be necessary for the **Consultant to cancel** the agreed service, the Consultant should provide one months' notice before the start/delivery date, upon which no cancellation cost will apply.

If the Consultant fails to give due notice, or if they provide less than one month's notice before the start/delivery date, any costs incurred by SIHC and/or the client will be charged to the Consultant.

If the cancellation is due to unavoidable and extenuating circumstances, such as bereavement, illness or accident, no costs will be incurred by the Consultant.

1.10. Materials (if applicable)

The Consultant is expected to provide all necessary materials for the delivery of their service. However, in exceptional cases SIHC may be able to assist with printing/copying but the cost will be passed on to the Consultant. This will not affect the ownership or copyright of the materials.

The Consultant must ensure that the service and any materials used are of the highest quality.

The Consultant will produce all materials (such as presentations, handouts, digital information etc) and will be asked to provide an electronic copy of materials to SIHC by email at least 10 days before the service provision.

All materials produced/used must be made available to SIHC in its original source format.

All materials produced by the Consultant must include the logos and company contact details of SIHC.

1.11. Confidentiality, Copyright and Corporate Image

The Consultant shall keep confidential any information relating to SIHC and that of clients.

The Consultant shall not engage in any discussion with the client in respect of costs or fees. The service is commissioned from and provided by SIHC.

The Consultant may discuss the nature or detail of the service being provided with the Client, and if the Client then wishes to discuss the cost of a potential additional or varied service, they should be advised to contact SIHC.

It is the responsibility of the Consultant to ensure that any materials used have the source identified and does not infringe any copyright conditions.

Any materials produced by the Consultant on behalf of SIHC under this association will remain sole proprietary of SIHC.

The Consultant will respect the copyright of materials produced or owned by SIHC and undertakes not to reproduce them without prior written permission from SIHC.

When delivering services on behalf of SIHC, the Consultant must ensure that all participants are aware that the service is commissioned from and delivered by SIHC.

The logos and company contact details of SIHC must be used on materials provided to clients and participants.

Neither party shall act in any way that may be detrimental to the others reputation and brand.

1.12. CV and References

The Consultant is required to maintain an up to date CV within the SIHC Associate Consultant Pool system, together with updated references.

When responding to client tenders SIHC may offer a number of Consultant CVs for the Client to consider and then select from. Ensuring your latest information is held on file at SIHC will improve your opportunities for selection.

Please note that at any point the 'references' provided may be taken up by either SIHC or a potential Client, so it is important to ensure they remain willing referees and are recent and relevant to the services you are offering.

1.13. Integrity and Self Promotion

SIHC works with an Associate Consultant Pool so that a long term relationship is built up with a core group of Consultants who are highly qualified and respected in their field of expertise. SIHC operates a 'relationship of trust and respect' with its clients* and SIHC wishes to operate similar relationship with Consultants.

** SIHC client means any organisation, firm or individual the Consultant is asked to provide services to on behalf of SIHC.*

While inclusion in the SIHC Associate Consultant Pool is indicative of a potential offer of engagement on an on-going basis, **SIHC is not able to make any guarantee in respect of the quantity of commissions offered to the Consultant**, as engagement will be based on service demand as well as client selection of the Consultant.

Acceptance into the SIHC Associate Consultant Pool will mean that SIHC will treat the Consultant as a 'preferred supplier' when responding to any client tender processes or in meeting any internal SIHC requirement for consultancy support.

If the Consultant is approached directly by SIHC clients for follow-up services as a direct result of delivering services on behalf of SIHC, the Consultant must refer the client back to SIHC to make the necessary engagement arrangements. This approach will clearly demonstrate to clients the strong association between SIHC and Consultants and strengthens the trust and respect amongst all parties.

The Consultant should not market themselves to clients whilst delivering services on behalf of SIHC. If SIHC is made aware or there is any evidence of this type of activity the Consultant will be considered in breach of these terms and conditions; no fee will be paid by SIHC to the Consultant for that particular service commission and the Consultant will be removed from the Associate Consultant Pool. This applies to both verbal and written marketing activities.

From time to time and in particular to SIHC Associate Managers and Directors, SIHC may offer a Consultant the opportunity to engage with a client directly to deliver a particular service. SIHC may then negotiate an 'introduction fee' or commission of not less than 15% for this referral.

1.14. Professional Liability Insurance (PLI)

The Consultant is asked to provide details of their PLI insurance cover of minimum CHF/EUR 2m when accepting these terms and conditions

1.15. Tax & Liabilities

Any engagement with the Consultant is a contract for services and SIHC will make payments in respect of an agreed fee for services plus applicable taxes.

The Consultant is responsible for all Income Tax Liabilities and National Insurance or similar contributions in respect of fees. The Consultant indemnifies SIHC in respect of any claims that may be made by the relevant authorities against SIHC in respect of Income and/or National Insurance or similar contributions relating to the Consultant and any of its employees.

1.16. Laws and Jurisdiction

These terms and conditions in respect of an agreement to contract with the Consultant for services shall be governed by the Laws of Switzerland.

1.17. Complaints

Any complaint you may have concerning the way in which SIHC administers and/or engages with the Associate Consultant Pool should be made to SIHC at the earliest opportunity in writing.

1.18. Breach of Agreement

Any breach of the terms and conditions outlined in this document may result in the Consultant being removed immediately from the SIHC Associate Consultant Pool and all further and future engagements will be cancelled at no cost to SIHC. No association fee will be reimbursed in case of breach of agreement.

1.19 Termination of Association

The Consultant may terminate his/her association with SIHC at any time giving three months prior notice in writing. Association fees will be reimbursed pro rata of remaining full months/years.

2. Interim Specific Terms & Conditions

2.1. Service End Date

The nature of interim services means that the length of service provision may not always be clear at the point of engagement. SIHC, the Consultant and the Client may agree an open ended commission to enable the end date to be determined at a later stage during the service provision. For extended periods of service provision (over 30 days) SIHC will agree a monthly invoicing and payment arrangement with both the Consultant and the Client.

The Consultant is required to notify SIHC in writing at the point when any end date is discussed or agreed with the Client.

2.2. Hours of Work

The Interim will generally work 9 hours per day (to include a lunch break). The number of days per week and working pattern will be agreed with SIHC and the Client before the service commences.

Any variation to the agreed interim working pattern requested either by the Client or the Consultant must be confirmed to SIHC immediately in writing.

2.3. Notice of Termination of Services

The Client will be required to provide SIHC and the Consultant with one month's notice in writing to terminate an interim contract.

2.4. Time Recording

For the purposes of evidencing and monitoring time commitments, SIHC, the Client and the Consultant will agree a process and any necessary documentation to record and report the hours of work delivered by the Consultant. This will enable timely generation and authorisation of invoices for services delivered.

2.5. Evaluation and Feedback

On completion of an interim service SIHC will seek feedback from the Client to determine their overall level of satisfaction. If the engagement is for a prolonged period this feedback may be sought periodically throughout the period of commission.

2.6. Commission Specific T&Cs

From time to time SIHC may be required to sign a Client service agreement for the provision of a service. SIHC undertakes to provide a copy of such an agreement to the Consultant prior to their acceptance of the commission.

In accepting the commission from SIHC, the Consultant will be agreeing to the commission specific terms and conditions of the Client.

	Associate	Associate Manager	Associate Director
<u>SIHC Web Presence</u>			
SIHC listing as freelance consultant	✓		
SIHC listing as associate manager (full profile)		✓	
SIHC listing as associate director (full profile & accomplishments)			✓
<u>SIHC Leads & Representation</u>			
access to SIHC leads in the region of residence		✓	
access to SIHC leads in the country of residence			✓
official SIHC representative within assigned countries			✓
<u>SIHC Corporate Identity (min. 1 yr association)</u>			
personalised SIHC business cards (1 set excl. shipping cost)		✓	✓
SIHC templates for reports & presentations		✓	✓
SIHC colaterals			✓
personalised SIHC email address			✓
access to SIHC high resolution corporate identity			✓
<u>Earning Potential</u>			
fix provision on accomplished mandates	✓		
direct billing responsibility (within SIHC fee structure)		✓	✓
<u>Association Fee Discounts</u>			
discounts on 2 years package	5%	8%	10%
discounts on 3 years package	10%	15%	15%
Association Fee per month	CHF29	CHF59	CHF99

FOR PAYMENT BY CREDIT CARD OR PAYPAL ADD 5.5%