

General terms and conditions

1. Unless otherwise stated or agreed, we are bound by our offers for up to four weeks after the submission of the offer. An obligation to fulfil the performance – particularly regarding the adherence to proposed deadlines – only arises after written order confirmation by the client.
2. PMCC Consulting GmbH is authorised to have the tasks assigned to it carried out fully or partially by third parties, such as independent consultants, freelance cooperation partners, etc. The third parties working for PMCC Consulting GmbH are in a contractual relationship with PMCC Consulting GmbH; the clients are therefore not authorised to instruct them to take on orders for their own account.
3. PMCC Consulting GmbH and its clients are obliged to keep all information – concerning the other party that has become known to them within the framework of the contractual relationship and is not publicly available – confidential, and to extend this obligation to their employees and any other third parties working for them. This confidentiality obligation also applies after the termination of the contractual relationship.
4. The copyright for all documentation, documents, or other materials provided by PMCC Consulting GmbH remains with PMCC Consulting GmbH. Results may only be used for the purpose agreed upon in the contract. The transfer to third parties, reproduction, or duplication of work results may only occur with the written approval of PMCC Consulting GmbH.
5. The agreed daily rates and fees generally apply to the contracted performance period or another duration agreed upon in writing between the client and PMCC Consulting GmbH. After the expiration of this period, PMCC Consulting reserves the right to validate the value of the claims and ancillary claims. The consumer price index published by Statistics Austria or any index replacing it will serve as the basis for calculating the value retention.
6. Services will be invoiced by PMCC Consulting GmbH after completion, or in the case of a multi-month service period, on a monthly pro-rata basis. For services whose scope is less than half a day (4 hours), a half-day will be invoiced, unless otherwise agreed. If invoicing has been agreed on an hourly basis, invoicing shall be based on full hours commenced. Additionally, costs for preparation, follow-up, and travel may apply. Advance payments and partial payments can be agreed upon based on the effort involved.
7. Unless otherwise agreed, invoices from PMCC Consulting GmbH are due within 14 days of receipt and without any deductions. In the event of a delay, the statutory default interest will be considered agreed upon.
8. Changes, cancellations, or postponements of contractually agreed services must always be made in writing and will only be considered received after written confirmation by PMCC Consulting GmbH on the next business day. In case of cancellation or postponement by the client of already confirmed orders, the following fees will be charged, unless explicitly agreed otherwise in writing:
 - Cancellation or postponement **up to 4 weeks before** the agreed start of work: 0% of the order amount
 - Cancellation or postponement **up to 2 weeks before** the agreed start of work: 50% of the order amount and 100% of already incurred costs (e.g., conception costs, cancellation fees for hotels or transportation, etc.)
 - Cancellation or postponement **within 2 weeks** of the start of work: 75% of the order amount and 100% of already incurred costs (e.g., concept costs, cancellation fees for hotels or transportation, etc.)
 - Cancellation or postponement on or after the start of work: 100% of the order amount and all already incurred costs (e.g., concept costs, hotels, or transportation, etc.)

The cancellation fees may be reduced if the client provides evidence that PMCC Consulting GmbH has incurred lesser damage or expenses.
9. For services outside the respective location of the consultant, the following travel and accommodation costs will be charged, unless otherwise agreed in writing between PMCC Consulting GmbH and the client:
 - Current official mileage allowance
 - Other travel expenses (1st class train, economy flight, taxi, public transport, parking, rental car, etc.) based on actual costs as per receipts
 - The costs for accommodation and fare for the consultants are to be reimbursed for the duration of travel on the day before the event (if travel time exceeds 1 hour) until the end of the event, according to receipts. For travel times exceeding four hours and if the event ends after 6:00 PM local time, accommodation and fare may be extended until the following day.
 - Compensation for travel time according to the agreed daily rate (pro-rated by full hours) for a total travel time of more than three hours, as agreed.
 - Travel planning is done based on the principles of cost-effectiveness and reasonableness.
10. Virtual services from PMCC Consulting GmbH will be conducted via Microsoft Teams. If the client requests the use of a platform other than Microsoft Teams, the administrative handling of the service (e.g., scheduling appointments and sending invitations or access links to the consultant and participants) is the responsibility of the client. PMCC Consulting GmbH is not liable for the availability and fault-free operation of the platform used for hybrid or virtual consulting services, nor for any specific quality of transmission. It is the responsibility of the participants or the client to ensure that the platform functions smoothly within the respective infrastructure. The privacy policies of the platform used apply.
11. If a service cannot take place due to illness of the consultant, force majeure, or other unforeseeable events, PMCC Consulting GmbH will make efforts to find a solution to still deliver the service, for example, by providing a replacement consultant. However, if these efforts are unsuccessful, PMCC Consulting GmbH is entitled to reschedule the service without being in default. Any related claims for damages by the client are excluded.

12. PMCC Consulting GmbH is entitled to withdraw from the contract:
- If the delivery of the consulting service becomes impossible or is further delayed due to reasons within the client's responsibility, despite setting a deadline;
 - If a judicial insolvency proceeding is initiated against the client's company, or if a bankruptcy petition is rejected due to insufficient assets to cover the costs.
13. Any agreements deviating from these terms and conditions between the client and PMCC Consulting GmbH are only binding if made in writing.
14. The court of jurisdiction for all disputes is Graz.
15. **Data Protection:** *The client agrees to the storage and use of the personal data provided (such as email address, name, and address) by PMCC Consulting GmbH. This data will be used for the initiation and execution of contracts, to support event participants, for billing purposes, for communication regarding orders, for sending postal or digital product information, and for (technical) administration. This data is necessary to fulfil the contracts with the client and to conduct pre-contract measures. Your personal data will not be passed on to third parties and can be viewed or deleted at any time upon request. You can also revoke this consent at any time. For more information on data protection, please refer to our [data protection declaration](#). As an event participant, please also note the Terms of Use/Data Protection Notice for the [Moodle learning management system](#), Microsoft MS Teams, and [Lamapoll](#).*
16. Unless otherwise specified above, the [General Terms and Conditions for Management Consulting](#), in their current version, apply.

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