subtil. TERMS

TPL-06

General Terms & Conditions

For all services of subtil. Attach to every proposal and link on the website.

Provider	Mário Afonso, subtil. (sole proprietorship), Ampfleteweg 3, 5234 Villigen, Switzerland · hello@subtil-consulting.com
Valid from	9 November 2026

1. Scope

- These terms apply to all services of subtil. (consulting packages, remote services, Steady, subtil. at Home, workshops).
- The accepted proposal and these terms form the contract. If they differ, the proposal applies.
- Other terms of the client only apply if subtil. accepts them in writing.

2. Contract

- The contract starts when the client accepts the proposal in writing (signature or email).
- Written form includes email.

3. Our services

- subtil. works as a mandate (Art. 394 ff. Swiss Code of Obligations): with care and to the best of its knowledge, inside the client's team, on-site or remote.
- subtil. does not promise a specific business result. Decisions and their implementation stay with the client.
- subtil. works according to its values (respect for people, no blame, sustainability) and may decline or stop tasks that go against them or against the law.

4. What the client provides

- A decision-maker (sponsor) and the agreed time of the team.
- Access to the workplace, data and documents needed, on time.
- Safe working conditions on-site and information about site safety rules.

5. Prices & currency

- Prices are as written in the proposal. The amount is the same number in CHF (Swiss clients) or EUR (Portugal / EU and other clients), as agreed in the proposal.
- subtil. is not registered for Swiss VAT (Art. 10 para. 2 VATA). Taxes due in the client's country (for example reverse-charge VAT) are handled by the client.
- Clients who book a new project after their first project get 10% off that project. Campaign discounts apply only as published.

6. Payment

- 50% of the total within 10 days of accepting the proposal. The dates are reserved when this payment is received.
- 50% on the first day of the project (invoice issued on day 1, due within 10 days).
- Recurring services (Remote Follow-up, Steady): 50% at the start of the period, 50% at the middle of the period.
- If payment is late, subtil. sends a reminder and may pause the work. Default interest of 5% per year applies from the reminder (Art. 104 Swiss Code of Obligations).

7. Travel & expenses

- Remote work is the default whenever it serves the result.
- When on-site work is needed, travel and accommodation costs are shared 50 / 50 between the client and subtil., unless the proposal says otherwise.
- Other expenses only with the client's prior agreement.

8. Change of dates

- Date changes are possible on request, depending on subtil. availability, and are confirmed in writing.
- A change requested less than 5 working days before an agreed day counts as a cancellation of that day (point 9) unless subtil. can reuse the day.

9. Cancellation

- Both parties may end the contract at any time (Art. 404 Swiss Code of Obligations). Work already done is always paid.
- If the client cancels, subtil. receives a flat compensation for the reserved days that cannot be used for other work: more than 30 days before the start - 10% of the project price; 10 to 30 days before - 25%; less than 10 days before or during the project - 50% (the first payment is kept). Work already done is added if higher.
- If subtil. has to cancel, all payments for work not done are refunded. Further claims are excluded, except for intent or gross negligence.

10. Confidentiality

- Both parties keep confidential all non-public information they learn about the other, during and after the contract.
- subtil. never shares client data, numbers or results without written permission.

11. Data protection

- Personal data is processed only for the contract, in line with the Swiss Federal Act on Data Protection (FADP) and, where it applies, the EU GDPR. Details: Privacy page at subtil-consulting.com.
- Data is deleted when it is no longer needed or on request, except where the law requires keeping it (for example accounting records: 10 years).

12. Documents & methods

- Documents created specifically for the client (maps, procedures, checklists, reports) belong to the client after full payment.
- subtil. keeps all rights to its methods, templates, tools and know-how and may use general, anonymous learnings in future work.

13. Photos, videos & testimonials

- During the project subtil. may take photos and short videos of the work areas, the process and the results, to document the project.
- The client chooses in the acceptance of the proposal (TPL-01): A - may be shared on the subtil. website and social media; B - only for the project documentation and report; C - no photos or videos. Accepting the proposal with option A is the client's written permission; no separate form is needed.
- People are shown only if they agree themselves. Each person can say no without giving a reason and is then not shown (or not recognisable). The client informs its team before the project. For a testimonial or a quote with a person's name, subtil. asks that person directly.
- Never shown: the client's customers or beneficiaries, personal data, and confidential information (documents, screens, prices, products).
- The client (or a person shown) can withdraw the permission in writing at any time for future publications. subtil. then removes the content from its own channels as soon as possible.
- Testimonials with name and company are only used with explicit permission (feedback form TPL-07).

14. Liability

- subtil. is liable for damage caused intentionally or by gross negligence. Liability for slight negligence and for indirect or consequential damage (for example lost profit) is excluded as far as the law allows.
- In any case, liability is limited to the price of the project concerned.

15. Final provisions

- Swiss law applies.
- Place of jurisdiction: the seat of subtil. (canton of Aargau). For private clients (subtil. at Home), the mandatory consumer rules on jurisdiction apply.
- If one clause is invalid, the rest stays valid. subtil. may update these terms; the version accepted with the proposal applies.