



## Terms and Conditions January 1, 2021

### 1. Course Location

Unless otherwise expressly agreed in writing, all language courses, take place at the premises provided by the language school and translation agency WORDCULTURE GmbH.

On-site and in-company language courses can be arranged upon request at the time of registration.

When such courses are provided on your own premises, you will be charged for reasonable travel expenses, in addition to the applicable course fee.

### 2. Course confirmation and Payment

After signing the registration form or confirming the course by mail or telephone, the client will receive an invoice with the course fees. The fees must be paid in full before the course start date or in monthly instalments. (see 2.1).

#### 2.1 Monthly Instalments

The first instalment must be paid before the course start date. The following instalments are due each month within 30 days from the last instalment. Students are not entitled to any refund or cancellation of the remaining instalments if they decide to prematurely terminate their course.

### 3. Course Organisation

Due to organisational reasons the school management reserves the right to change the dates or times of the courses. Should a course leader be unable to attend the lesson, the school management will organise a replacement. If this is not possible for any given reason, the course will be postponed and made up for at a later date.

### 4. Group Size and Organisation

In order to guarantee the quality of our courses, all group courses provided at the premises of WORDCULTURE GmbH have a minimum of 3 and a maximum of 6 participants.

In case of an insufficient number of participants, Wordculture reserves the right to change the course structure (duration/intensity) and to reduce the number of hours, or to cancel the course.

#### 4.1 Exclusion from a Course

The School management reserves the right to exclude any participant from a course for a justified reason (e.g. in the event of non-payment of the course fee or in cases like libel, harassment, or the wilful damage of property) If a participant is excluded from a course, he or she is liable for the entire course fee – i.e. he or she would be entitled to neither a full or a partial refund.

### 5. Course Start Date

The course start date is recorded on the registration form as well as on the invoice. In the case of private lessons the start date is fixed by agreement with the teacher. Referring to point 10 (Refund policy) the start date is binding. When the start date recorded on the registration form is not a specific date but one or several months are given as a binding date, then according to point 10., is valid the 15th calendar day of each month.

### 6. Cancellation of Group and Private Lessons

#### 6.1 General Lesson Cancellation

All cancellations must be made directly with the teacher. The participant is obliged to make sure that the teacher receives the cancellation on time.

#### 6.2 Cancellation of Private Lessons

For private lessons or skype training, all cancellations must be made a minimum of 24 hours in advance (for lessons on Mondays cancellations must be made by Friday at 6 p.m of the week before at the latest) and can be rescheduled without any additional cost. The lessons which are not cancelled within at least 24 hours' notice will be charged.

#### 6.3 Cancellation of Semi-private Lessons

For semi-private lessons (a group of two participants), both participants must agree to the cancellation. i.e. the participant unable to attend the lesson must inform the other participant in time. With his or her agreement the lesson can be cancelled or postponed without being charged according to point. 8.2. Should one of the participants attend the class, the lesson will be charged in full.

#### 6.4 Cancellation of Group Courses

For group courses cancellations, e.g. in the event of illness or holidays, are not possible. The untended lessons can not be refunded or made up for.

#### 6.5 Cancellation of Group Courses at a Company

For group courses at a company one course per semester can be cancelled or postponed without being charged as long as the teacher is informed at least 7 days before the due date. The lessons which are not cancelled within at least 7 days' notice will be charged.

### 7. Transfer of bookings

Bookings of language courses are valid exclusively for the person or persons recorded on the invoice and cannot be used by, or transferred to another person.

### 8. Period of Validity

The period of validity of the course is recorded on the contract and the invoice. Should lessons be cancelled due to illness or absence of the course trainer, the cancelled lessons will be made up for within the agreed duration of the entire course or, if this is not possible, the course will be extended according to the number of cancelled lessons.

### 9. Course Cancellation

Cancellations must be sent in writing to our school. A refund of the course fees can be given according to our terms and conditions (see 10.)

### 10. Refund policy

If a course is cancelled up to 14 days before the course start, tuition fees are refunded in full, less 50 CHF for administrative charges. If a course is cancelled up to 7 days before the course start, we will refund 50% of tuition fees, less 50 CHF for administrative charges. If a course is cancelled less than a week before the beginning of the course the tuition fees are charged in full.

#### 10.1 Exceptional Circumstances

In the event of very exceptional or unforeseen circumstances (e.g. a long illnesses) upon written request, the student will be issued with a credit note for another course at a later date. An administrative fee of 50 CHF will be charged.

#### 10.2 A Full Refund of all Tuition Fees is granted in the Following Cases:

- An insufficient number of participants at the time of registration.
- If a course arranged does not take place for any reason.

In all cases the refund will be limited to the lessons already paid for, which have not taken place. In other cases e.g. a failed examination, the tuition fees can not be refunded.

**10.3** WORDCULTURE GmbH is not responsible for students not achieving the language level due to too many unattended lessons or lack of commitment.

### 11. Governing Law and Place of Jurisdiction

These terms of use shall be interpreted in accordance with Swiss law with the place of jurisdiction being Zurich, Switzerland.