

# General Terms and Conditions

General Terms and Conditions (GTC), Version March 2024 in English

## 1. Scope of application

The following General Terms and Conditions apply to all courses and seminars of the Swiss Education Company GmbH (hereinafter referred to as “Swiss Education Company”) vis-à-vis its course and seminar participants (hereinafter referred to as “course participants”). Changes to these Terms and Conditions made by Swiss Education Company will be communicated to the course participant in writing or by e-mail to the (e-mail) address provided by the course participant. They are deemed to be approved if the course participant does not object in writing or by e-mail within 4 weeks. The course participant must inform Swiss Education Company of any changes to his/her (e-mail) address. Delivery to (e-mail) addresses that are no longer current does not prevent the effectiveness of deliveries, provided the changes have not been communicated.

## 2. Registration

Registration for a course or seminar must be made in writing using the registration form provided. The course participant will receive the registration form by e-mail or, on request, by post. The course description, which forms an integral part of the contract, is sent together with the registration form. The form must be signed by hand and then sent either as an original by post or as a scan by e-mail. Alternatively, registration via the Swiss Education Company website is also possible, in which case the GTC must also be accepted. The registration of the course participant (with a written registration form or via the website) is a binding and irrevocable application. The course participant receives a confirmation of registration unless Swiss Education Company rejects participation within five working days (Monday to Friday; federal and cantonal holidays of Zurich are decisive). The contract becomes binding for both parties (i) with the confirmation of registration or (ii) in the absence of express rejection within a reasonable period.

## 3. Financial provisions

Payment by monthly instalment is possible for courses of 2 months or longer, but not for shorter courses and seminars.

For online payment by monthly instalments using a credit or debit card, the first monthly instalment is due 5 days after the date of registration. Subsequent monthly instalments are each due at 30-day intervals from the due date of the first instalment. The number of monthly instalments is determined by the duration of the course in months.

If payment is made in monthly instalments by QR invoice, a deposit of 20% is due 5 days after the date of registration. The balance is due in monthly instalments at 30-day intervals from the start of the course. The number of monthly instalments is determined by the length of the course in months -1 month. (e.g. course length of 6 months: 1 deposit and 5 monthly instalments).

In the case of a one-off payment, there is a right to a discount of 3%, provided that payment is made within 5 days of registration. The claim is due from the date of registration. The discount must be deducted independently by the course participant on the QR invoice. In the event of payment without discount, the course participant may reclaim the omitted discount within 6 months of receipt of payment. Due to the additional manual effort on the part of the Swiss Education Company, a contribution towards expenses of CHF 25.00 will be deducted from the cash discount credit to be refunded in this case. No contribution to expenses will be charged if the omitted cash discount deduction is converted into a credit which can be deducted when purchasing further courses and products within 2 years. For courses lasting less than two months and for products/kits, there is no entitlement to a discount. The training place is only guaranteed once payment has been received, but this does not release the course participant from the obligation to pay the outstanding amount.

In the event of non-compliance with the payment obligations, interest on arrears of 5% p.a. will be charged. Furthermore, a contribution towards expenses of CHF 20.00 will be charged for the second and last reminder. In the event of default of a monthly instalment by more than 30 days, all instalments with interest and costs shall become due for payment immediately.

The course fee includes the theory documents and the certificate/diploma as well as VAT. Not included in the course/seminar are the school materials and personal consumables/professional tools, which must be paid for by the course participants. A fee of CHF 200.00 will be charged for the retake of the final examination.

After expiry of the deadline set in the second reminder or in the event of a delay in payment of more than 30 days, the outstanding debt will be assigned to the collection partner of the Swiss Education Company without further notice. Additional fees will be incurred, which can be accessed at <https://fairpay.ch/> and are accepted by the course participant by registering.

Fees are charged for payments made at the post office counter, which Swiss Education Company can pass on to the course participants in accordance with the "polluter pays" principle. In order to avoid unnecessary fees, Swiss Education Company therefore recommends that its course participants pay the invoice online or by written payment order

to their bank or the post office.

The extension of a course will be charged proportionally to the total course fee. The extension requires a new registration by the course participant.

A fee of CHF 150.00 will be charged for subsequent name changes on certificates and diplomas.

Any assumption of costs of the course fee by third parties (employer, insurance, unemployment fund, trade union, other person, etc.) is the sole responsibility of the course participant. Swiss Education Company therefore recommends that this is clarified before the binding course registration.

For some beauty seminars, the course participant must also purchase the corresponding kit to ensure that the training objectives are met. In such cases, Swiss Education Company mentions this in the course description on its website. By registering, the course participant undertakes to make the corresponding purchase, subject to any rejection by Swiss Education Company.

#### 4. Cancellation and postponement by Swiss Education Company

In the event of a shortage of course participants, Swiss Education Company reserves the right to postpone, combine or cancel the course or seminar. Swiss Education Company will communicate new course dates and cancellations in writing to the course participant.

In the event of a change of course date or a postponement of the course by more than 3 months, the following agreement applies: If the new course date does not suit the course participant, the course participant may reject the new course date in writing within 10 days. In this case, the contract will be cancelled immediately before the start of the course and any payment already made will be refunded. Otherwise, the new course date is deemed to have been accepted by the course participant.

A similar regulation applies to courses after the start of the course in which individual modules are cancelled and cannot be made up before or after the start of the course. In this case, course fees paid in excess will be refunded pro rata.

In the case of events that are beyond the control of the Swiss Education Company (e.g. lockdown ordered by the authorities due to a pandemic), the contract will be continued and the missed lessons will be made up, even if school operations have to be suspended for several weeks.

For postponements of courses which were initially postponed by the course participant, the provisions of Clause 6 below shall apply.

#### 5. Termination by Swiss Education Company

Swiss Education Company has the right to terminate the training or further education contract without notice for important reasons. This is particularly the case if the participant is more than 30 days in arrears with the payment of the course fees (both in the case of instalments and one-off payments). However, this does not release the course participant from the payment of the course fees for courses that have been held or for courses for which no successor participant can be found and/or arrangements have already been made.

#### 6. Cancellation, postponement or change by the course participant

The education or training contract may be revoked or terminated at any time. However, if this occurs untimely, the course participant is obliged to compensate the Swiss Education Company for the damage caused. In the case of the present training or further training contract, a revocation or termination on the basis of dispositions already made is considered untimely if it occurs in the middle of the semester or shortly before the start of lessons, i.e. up to 4 weeks before the start of the training or further training; unless the course participant can prove that the Swiss Education Company has given justified cause for this. In the event of cancellation or termination at an inopportune time, the following contractual penalty is agreed: In the event of cancellation / revocation up to 4 weeks before the start of the training or further training, 30 % of the course fee must be paid. In the event of cancellation / revocation less than 4 weeks before the start of the training or further training, 100% of the course fee must be paid.

In the case of postponements up to 4 weeks before the start of the planned training or further training, a deposit in the form of a contractual penalty of 30% must be paid in due time, half of which will then be credited for the training or further training that takes place later. In the case of postponements of less than 4 weeks before the start of the planned training or further training, compensation in the form of a contractual penalty of 30% of the course fee will be due, which must be paid within 10 days and will not be credited to the training or further training that takes place later. Postponements after the start of the planned training or further education are not possible; in any case, 100% of the course fee must be paid.

A postponement of the course is possible for a maximum of two years from the start of the planned education or training. Thereafter, the contractual provisions on termination shall apply retroactively to the date of the request for postponement of the course (including the application of interest on arrears of 5 % p.a.). In the event of postponements made up to 4

weeks before the start of the originally planned training or further training, the entitlement to half of the 30% down payment paid in terms of the contractual penalty shall lapse after two years. In the case of postponements made less than 4 weeks before the start of the originally planned training or further training, the remaining 70% of the course fee, including interest on arrears, is owed after the expiry of two years from the time of the request for the postponement of the course, which must be paid within 10 days.

Swiss Education Company has two years to offer a replacement course if the course participant postpones a course before the start of the course, especially as some courses are only offered irregularly due to low demand for economic reasons. In the case of a replacement course more than 3 months after the original course, the course participant can reject the new course date in writing within 10 days. In this case, the contract will be terminated immediately and there will be no entitlement to a refund of the 30% contractual penalty paid. If no confirmation is received from the course participant within 10 days, the new course date is deemed to have been accepted by the course participant.

If no replacement course is offered within the two-year period, the above contractual penalty will be refunded after deduction of compensation of CHF 200 for administrative costs.

No entitlement to a replacement course and reimbursement of the contractual penalty exists if the course participant postpones the course after the start of the course.

A change of course after the start of the planned education or training is only possible if it is the same course and it is already running (for example on a different day of the week). A fee of CHF 200.00 is due for the change of course, which must be paid within 10 days of the confirmation of the change. The payment deadline for the course fee remains unchanged in the event of a change.

In the case of courses lasting several semesters (e.g. hairdressing course), the course fee for the semester and not the total training or further education costs over all semesters is decisive.

Cancellations and postponements must be made in writing and by registered mail. For all contractual adjustments resulting from terminations and postponements, a written statement from a person authorised to sign on behalf of Swiss Education Company is required. Other agreements with employees who are not authorised to sign regarding contractual adjustments are therefore null and void.

## **7. Contract extension for courses or seminars lasting several semesters**

In the case of courses or seminars lasting several semesters, the contract is automatically and tacitly extended for the following semester, unless the course participant cancels the contract in writing by registered letter at least one month before the start of the new semester. This cancellation clause is not applicable if there is no automatic extension of the contract and the course is not advertised and bookable in individual semesters. Currently (as of 27 May 2023), only the hairdressing course can be booked in individual semesters.

Swiss Education Company guarantees the same conditions for the other semesters, provided that the entire training course is completed without interruption.

#### 8. Obligations of Swiss Education Company

Swiss Education Company provides the course participants with the content listed in the course or seminar advertisement. The training courses take place on the premises of Swiss Education Company.

Swiss Education Company undertakes to conduct the course or seminar in accordance with the course or seminar advertisement on the Internet. The course times can be seen in the course announcements. If a teacher is absent at short notice, Swiss Education Company will endeavour to find a suitable replacement. However, if such a replacement cannot be found at short notice, the cancelled lessons will be made up in consultation with the course participants.

The courses are offered in various languages. The current range of courses can be found on the Swiss Education Company website, which forms an integral part of the contract. The course documents and theoretical lessons are available in the desired language. Some of the practical exercises take place in mixed-language groups, which enables an exchange with other cultures. Correspondence by the school management and course administration is in German for the course location in Zurich and in French for the course location in Lausanne.

Swiss Education Company has the right to adapt the course or seminar content at any time (e.g. inclusion of new techniques due to changing market conditions) as well as to adapt the sequence of learning objectives and content.

Swiss Education Company undertakes to comply with and enforce all health and safety regulations (e.g. mandatory masks) at all times.

At the course location in Zurich, Swiss Education Company offers a parking space on request for CHF 15.00 per day or CHF 7.50 per half day. Due to the limited availability of parking spaces, it is advisable to make a reservation in advance; a parking space is not guaranteed.

## 9. Obligations of the course participant

The course participant is responsible for punctual and regular attendance and participation in the course. In the event of more than 20% absences, Swiss Education Company reserves the right not to allow the course participant to take part in the final examination. In such cases, however, it is possible to make up the missed lessons at a charge.

Absence due to illness, holidays or professional reasons does not release the course participant from the fulfilment of the contract. In such cases, the parties shall endeavour to find a mutual solution. In the case of absences of more than 10 days due to illness or accident and if a doctor's certificate is available, the missed lessons will be made up. The entitlement to make up lessons exists for a maximum of two years and only if the doctor's certificate is sent in continuously. There is no entitlement to a refund of course fees due to absences. Backdated medical certificates are accepted up to a maximum of 7 days.

Street clothing may not be worn during practical lessons in beauty courses and seminars; adequate professional clothing (white work clothes or apron for hairdressing school) must be used in accordance with the instructions of the school management. Swiss Education Company will provide suitable wardrobes for street clothes.

The course participant undertakes to exercise care in the handling of facilities, equipment and rooms and to use the products and materials provided sparingly and sensibly. Course participants will be instructed by the school management on how to handle the materials provided.

The course participant shall take out his/her own accident and liability insurance. Swiss Education Company is not liable for losses and theft on its premises or for any other damage suffered by course participants. Changes of address, including changes of name, must be reported to the Swiss Education Company immediately. If postal deliveries or notifications are not possible due to incorrect or false addresses, all responsibility is declined. It is also recommended that cancellation insurance be taken out for events such as courses, seminars and further training.

In the interest of orderly school operation, course participants must also follow the verbal instructions of the subject teachers and the school management. After each use of the rooms, they must be tidied up and cleaned according to the instructions of the subject teachers or the school management.

## 10. Models

The treatment of model clients is obligatory for beauty courses and seminars, as the practical part is an integral part of the training or further education. In addition, course participants

must be able to work expeditiously and accurately by the time they take the final practical examination, which requires regular participation in the practical exercises.

The models are normally organised by Swiss Education Company. However, course participants have the option of bringing their own models. For the practical examinations including practical final papers (e.g. fashion show as part of the fashion design training), the models must be organised by the course participant in accordance with the examination regulations.

The fee for the highly discounted beauty services on the models is due to Swiss Education Company and primarily serves to cover the variable costs for advertisements, online campaigns, electricity, consumption of beauty products, etc. The fee for the beauty services on the models is due to Swiss Education Company. The prices for services on beauty models are published on the Hair & Beauty Studio website (<https://hair-and-beauty-studio.ch>) and are applicable to all internal and external customers. However, no fee is required if a course participant makes himself available as a model in his own class. For models brought by the course participants themselves, only CHF 20 per colour tube will be charged for hairdressing services.

#### 11. School holidays

On the official holidays of the city of Zurich (relevant for courses in Zurich) or the city of Lausanne (relevant for courses in Lausanne) as well as on Easter Saturday, school operations are suspended. Furthermore, school operations are suspended for 2 weeks during the summer holidays and for 2 weeks during Christmas/New Year. Swiss Education Company publishes the school-free days on its website.

#### 12. Production and publication of photographs and video recordings

The course participant agrees to the production and publication of photographs and video recordings made during the course, at examinations and at Swiss Education Company fashion shows. Swiss Education Company owns the rights to the photos and video recordings and may use them for advertising purposes and promotions or publish them in an online gallery. The course participant cannot derive any rights (e.g. remuneration) from the consent to publication. This declaration of consent can be revoked at any time with effect for the future vis-à-vis the Swiss Education Company and its photographers. In the event of revocation, Swiss Education Company will remove the photographs from the respective platform.

#### 13. Data protection

The course participant agrees to the necessary processing of his/her personal data by Swiss Education Company within the framework of the training or further education. Swiss Education Company complies with the data processing principles, ensures appropriate data security and grants information and/or disclosure rights upon request.

#### 14. Final provisions

Should individual provisions of these GTC be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provisions shall be replaced by such provisions that come as close as possible in economic terms to the meaning and purpose of the invalid provisions in a legally effective manner. In the event of contradictions between the different language versions of these GTC, the German version shall prevail. Furthermore, the registration forms/contracts with the GTC are available at any time on the Swiss Education Company website in German and in the selected course language.

#### 15. Applicable law and place of jurisdiction

The place of jurisdiction and performance is Zurich. Swiss law is applicable to the exclusion of conflict of laws.