

These GTC apply to all the schools of Feusi Holding AG. All the schools are listed on the website www.feusi.ch.

For ease of reading, the masculine form is used. The term "school fee" is used for supervision/course fee, the term "course of studies" for training, education, course, course of instruction, programme or studies and the term "course participant" for child, pupil, learning partner and student.

1. Conclusion of contract

By signing the registration form, the contracting parties form a legally valid contract. A registration fee is charged.

By registering, the contracting partner also confirms that he has acknowledged and agrees to these General Terms and Conditions.

Regulations that are relevant to the course of studies, such as guidelines, house rules, training regulations, promotion regulation, pre-degree as well as degree regulations, which also constitute part of this contract, are distributed at the beginning of the course of studies and will be provided or may be viewed on request. The school expressly reserves the right to update the programmes and to make changes to the regulations. In all other respects, the provisions of the Swiss Code of Obligations apply.

2. Costs

In addition to registration fee and school fee, the course participant bears the cost of any teaching materials, lecture scripts, school materials, as well as examination fees etc. that are not expressly designated as being included in the school fee. Costs for external activities (e.g., entrance tickets, travel tickets, meals) and for external examinations and training components (in particular, study trips and periods abroad for language-learning) are also not included and are borne by the course participant. The school may unilaterally make adjustments to the school fees at any time.

The school fee, registration fee, costs for teaching materials, fixed charges for copying as well as other ancillary costs are generally invoiced per semester and are payable within 30 days.

If the school fee is paid in instalments, these must be paid according to the payment slip. The right to charge a fee for payments by instalment remains reserved. The number of possible instalments is determined by the individual school. Registration fees, examination fees and ancillary costs are charged separately. Public credits for costs provided to the school are deducted directly.

In the event of late payment, the following fees are charged: account statement: free of charge, 1st reminder: CHF 10.–, 2nd reminder: CHF 50.–. Interest of 5% may be charged on the late payment from the 1st reminder onwards. In the event of late payment, the school is entitled to exclude the course participant from classes.

3. Term of contract & terminations

The contract is concluded for a specific course of studies with a predefined duration. The contractual relationship ends upon completion of the studies. The provisions below and any different written agreements remain reserved.

The course participant, respectively, the legal representative, may terminate the contract at the end of each quarter subject to 2 months' notice. This also applies in the event that the course participant does not start the studies. In such cases, the registration fee as well as the course fee is due for the first quarter. Notice of termination is to be made by registered letter. Simply being absent from the course of studies does not constitute notice of termination and also does not discharge the financial obligations.

If the course participant is not promoted, the contract may be terminated by either party at the end of the current quarter without observing the two-month notice period.

The school is entitled to terminate the contract without notice in serious cases, in particular due to unjustified absences or failure to make payments, as well as for serious disciplinary offenses. Termination of the contract without notice does not discharge the financial obligations.

In the event that the School should be unable to provide its services as a result of force majeure, political disruption, health emergencies (epidemics/pandemics etc.), terrorist attacks or governmental action, the Contractual Partner shall have no entitlement to compensation or repayment.

If the course participant is invoiced a reduced school fee because a public contribution towards educational expenses is expected to be made and the public contribution is subsequently not granted, the course participant is obligated to pay the corresponding difference within 30 days.

4. Methods of instruction

Within the scope of the statutory requirements, the school shall decide on the methods of instruction, in particular as regards allocation between in-person instruction and other paedagogical-didactic methods (remote instruction, hybrid learning, etc.). All forms of instruction specified by the school are of equal value and shall in any event lead to complete fulfilment of the obligations under the contract. The choice and allocation of instruction method(s) or temporary changes in respect of these shall not affect the amount of school fees.

5. Changes to the contract

All changes and additions to the contract must be in writing to be valid.

6. Cancellation

The school is entitled to cancel courses if the number of participants is too low. In the event a teacher becomes unavailable, the school may cancel the course if no substitute with equivalent qualifications is available. As a rule, if the number of participants is low, an attempt is made prior to or at the latest within the first two weeks after the start of the course to find a satisfactory solution for both sides by rebooking to other courses, reducing the number of hours or adjusting the price.

If a course of studies cannot be run, course participants who have already registered will be notified as soon as possible, but no later than 10 days before the start of the course. Courses that last less than 6 months may be cancelled up to one day before the start of the course. If the school cancels a course of studies, the school fee, registration fee and ancillary costs, if already paid, will be refunded. Further claims for compensation are excluded.

Holidays and lesson-free days are in accordance with the applicable schools internal plan. Changes due to unforeseeable internal and external circumstances may be made at any time.

The courses of studies of the individual schools may be modified at any time without prior notice. For example, teaching days and times, number of lessons, learning content and exams may be continuously adapted to internal and external requirements, provided that they do not significantly change the overall character of the course of studies, respectively, the degree.

7. Insurance

The course participant is responsible for health, accident and liability insurance coverage.

8. Privacy

By registering, the contracting party acknowledges that personal data may be stored abroad.

9. Right of use of personal data

The provisions of the Swiss Data Protection Act generally apply with regard to personal data. By registering, the course participant consents to his data being stored and used within the school for administrative and marketing purposes. Furthermore, address data may be provided to teachers and other course participants to the extent useful or necessary for the organisation of the course. The school is entitled to publish images of course participants that are taken in the context of educational events, degree and examination ceremonies etc.

10. Amendments reserved

These GTC may be amended at any time. The course participant will be informed of any amendments. If a course participant does not object within 30 days, the new provisions will be deemed to be accepted.

11. Place of jurisdiction

The place of jurisdiction, to the extent permitted by law, is Bern.

1 March 2020