

General Terms and Conditions (GTC)

1. Scope of the Terms and Conditions

These General Terms and Conditions are an integral part of a contract between customers and Global Swiss Learning AG, Poststrasse 24, 6300 Zug, and its subsidiaries (hereinafter "GSL"). They apply to all services which customers obtain from GSL. By registering for a course, customers agree to these GTCs. Customers can be course participants who book directly, employers, schools or others who book on behalf of the course participants.

Certain services of GSL may be subject to separate contractual conditions and/or registration conditions, which supplement the provisions of these terms and conditions. Where applicable, these will be referred to separately in connection with the respective service. Insofar as these separate and special conditions for individual service areas deviate from the regulations of these GTCs, the regulations of the special conditions take precedence over the respective regulations of these GTCs.

GSL reserves the right to adjust and make changes to the GTCs, contractual conditions and/or registration conditions at any time.

2. Registration and Payment

As soon as GSL has received the course registration and payment, the course will be confirmed and activated by e-mail or in another way according to mutual agreement. For the respective services and/or products of GSL, the stated prices at the time of the conclusion of the contract or offer apply. Costs for the necessary working material, technical infrastructure, machines and tools, teaching aids, excursions, entrance fees or meals are not included in the course fees.

The written or oral registration is binding and obligates the payment of the course fee. Non-payment of the course fee does not constitute cancellation. Course fees must be paid in accordance with the terms of payment before the start of the first course. Payment in installments is not provided for and requires a separate written agreement, which usually entails an additional charge.

Default of payment:

If one or more installments are not paid by the agreed payment deadline after the course has begun, GSL reserves the right to exclude the course participant from participation in the course until all installments due have been paid. The course fee is also due for the period of exclusion. Any collection costs will be borne by the customer. Reminder fees amount to CHF 100.00 from the second reminder.

3. Implementation

GSL offers hybrid vocational courses, with only 80% delivered directly to the student by GSL via online modules. 20% is practice, which is completed in a company or school.

GSL ensures that the online courses can be booked individually, attended, and completed at any time.

The practical part is usually offered by a school or in-house.

4. Practical Training

If GSL organizes the practical part itself, GSL reserves the right to postpone, combine, cancel, change the location, or shorten the course if there are not enough participants or to replace the instructor temporarily or permanently by another instructor. The customers will be informed about the changes in advance. The course fee will not be waived or refunded.

GSL reserves the right to exclude participants from a course for good cause (e.g. for non-payment of the course fee, failure to meet the course requirements, in serious cases such as deliberate damage to property, defamation, etc.). In these cases, the entire course fee is owed, i.e. there will be neither a proportional refund nor a waiver of the course fee.

If a course participant does not show up for a classroom training, he/she has no right to make up the missed lessons or to compensation for the lessons not attended. This also applies in the case of illness and other hindrances that are not the responsibility of GSL. It is the responsibility of the training participants to make up for missed content and to procure the necessary material.

5. Fulfillment of the Technical Requirements

It is the participant's responsibility to ensure that the technical requirements for participation in virtual classes are met and that he/she has access to the necessary Internet connection. If the training participants cannot participate in the lessons for reasons that are due to the non-fulfillment of the technical requirements by the training participants, these lessons must still be paid for. GSL is not liable for unavoidable technical failures of third-party providers.

6. Access Data and Passwords

Course participants undertake to use the assigned personal access data and passwords for the use of the booked virtual services exclusively for their own use and to exclude the access of third parties to the said personal data.

7. Cancellation

If course participants are unable to attend the course, they may request cancellation up to 30 days prior to the start of the course. Unless otherwise agreed, the start date of the course is the date on which the online account is activated. License fees will be refunded against a handling fee of 30% of the total amount. Courses already started cannot be cancelled. A course is considered started as soon as the first login to the online account has taken place.

One-time costs, such as costs for the provision of the courses, localization and translation costs remain owed.

Cancellation must be made in writing by e-mail or letter. The date of receipt by GSL is decisive for the observance of the deadline. After this date, cancellation is no longer possible, and the course participants owe GSL the entire course fee.

8. Examinations and Certificates

GSL is not liable for the non-achievement of a certain learning success, since the participation of the course participants as well as their personal prerequisites for learning are not within the sphere of influence of GSL.

For courses offered by GSL that prepare students for exams and tests, the organization and timely registration for the exam as well as the payment are the responsibility of the participants.

In case of cancellation up to 30 days before the exam date, a handling fee of CHF 100.- will be charged. In case of cancellation at a later date or in case of no-show, the entire fee will be charged. The examinations are conducted in accordance with the GTCs and the examination regulations of the responsible Swiss or foreign partner school or examination institution.

9. Course Confirmations

GSL will issue a course confirmation upon request and after the complete course lessons have been attended. The condition is that the course did not take place more than one year ago. GSL expressly reserves the right to deviate from these regulations in the case of certificate and diploma courses.

10. Rights

Customers receive the non-exclusive right to use the GSL digital course content and the associated documentation for a maximum period of 24 months. If not otherwise regulated, these rights are to be renewed annually for a fee.

All intellectual property rights to the GSL courses, the associated modules, the standard templates, the documentation, etc. and the rights to customer-specific further developments remain with GSL. The right to change and further develop and the right to further (commercial) use of GSL courses and customer-specific further developments remain in their entirety with GSL.

It is prohibited to record, photograph, copy, reproduce, download, store, transmit to third parties, broadcast, transmit, sell, or modify in any way any content, including trademarks, logos, recipes, layouts or otherwise. Customers indemnify GSL against all claims for infringement of third-party rights.

Failure to comply with this provision may result in criminal prosecution.

11. Warranty, availability and liability

Warranty:

GSL vouches for the careful provision of its services and for the functionality of the online courses. However, customers are aware that even with careful development, errors or defects cannot be completely avoided. GSL does not guarantee that the standard functionalities of its courses will fully meet the needs of its clients.

Availability:

GSL does not guarantee that the online courses and support will be available at all times or that the website will be accessible at all times. However, GSL reacts immediately to failures that fall within its area of responsibility.

For support services provided by partner companies, we refer to the respective support level agreements.

Liability:

GSL offers a variety of courses covering various skills and techniques. Participants acknowledge that certain risks and hazards may arise in the performance of such activities, such as injury, equipment malfunction, adverse health effects, allergic reactions, misunderstandings, misinformation, accidents, physical or mental stress, etc.

GSL's owners, members, managers, employees, directors, instructors, attorneys, agents, related parties and affiliates assume no responsibility or liability for any claims, demands, losses, injuries, damages, attorneys' fees, costs and litigation expenses, lost profits or lost data, whether known or unknown, arising out of participation in any course or activity hereunder or the use of any skill, technique or method learned in the course.

Clients are responsible for ensuring that they have all the necessary prerequisites and abilities to participate in the course, including but not limited to health concerns, physical abilities, and knowledge of possible allergies. They are also responsible for the safe application, storage and use of all materials used in the course.

Further claims for damages are excluded to the extent permitted by law.

12. Insurance

Accident / illness / theft and damage:

Course participants are responsible for having sufficient insurance coverage. GSL and its partner companies cannot be held liable for theft or loss of items. For all courses and events organized by GSL and its partner companies, any liability for damages incurred is excluded.

13. Other provisions

In case of differences between different language versions of these GTCs, the original German version prevails.

14. Data protection

The personal data received within the course contractual process are collected, managed, and processed by GSL in accordance with applicable national and supranational legislation. For more detailed information, please refer to our privacy policy, which is available on our website. If, contrary to expectations, legal disputes arise in connection with course contracts, GSL reserves the right to transfer the respective personal data to third parties (such as collection agencies and/or courts) in accordance with the law.

By registering, course participants agree that the data may be transmitted to other members of the GSL Group and its partner companies, and that this data may be merged with supplementary data held by other members of the GSL Group and its partner companies or originating from third parties and used within the entire GSL Group for the analysis of contacts or contract conclusions (customer profiles) as well as for personalized advertising campaigns.

GSL may take photographs and video recordings during courses, which are distributed for marketing purposes on the homepage or in social media. In principle, no personal recordings are made without the consent of the course participants. However, by participating in GSL courses, customers automatically give their consent to the use of images from the courses for marketing purposes, even without written consent. In addition, course participants agree that they may be recorded in chats, for example in a WhatsApp group, to promote interaction among course participants and to exchange information.

15. Exchange Rate Differences

Due to exchange rate fluctuations and fees charged by payment providers, differences may arise between the actual price paid and the advertised price. The liability of GSL for such differences is excluded.

16. Jurisdiction

Unless explicitly stated otherwise, Swiss law is applicable for all legal relations with GSL. The place of jurisdiction is Zug, Switzerland.

Should one or more provisions of the course contract, the general contract provisions or their enclosures be or become invalid or ineffective, the effectiveness of the rest of the contract is not affected. The ineffective or invalid provisions shall be interpreted or replaced in such a way that they come as close as possible to the intended purpose of these agreements in a permissible manner. The same applies to any loopholes in the contract.

Agreements between GSL and the contractual partner as well as their supplements and amendments must be in writing to be valid.