



# General Terms and Conditions Flying Teachers GmbH

Latest alterations: 2010

## 1. Area of Validity

These General Terms and Conditions apply to all language courses offered by Flying Teachers GmbH, in the absence of separate written agreements having been reached between Flying Teachers and the client. Other contractual conditions stipulated by the client, for example payment by instalments, are not legally binding for Flying Teachers GmbH.

## 2. Booking

### 2.1 Conclusion of Contract

The booking of courses can be undertaken either verbally or in writing. For future courses bookings are legally binding after the course confirmation has been issued.

### 2.2 Course content and parameters

The course confirmation contains binding information concerning type, content and parameters of the course. In addition, the locality and cost of the course, its length and necessary study material are also stipulated.

## 3. Payment & Cost

### 3.1 Conditions of Payment

The cost of the course is to be paid within 20 days of the course confirmation being sent out (date of postage).

### 3.2 Study material

Costs for study material are not included in the cost of the course and are billed to the client separately. Material ordered for the client by Flying Teachers GmbH is billed with a surcharge of CHF 7 per book. Material ordered by client's not taking part in a course is billed with a surcharge of CHF 15 per book.

### 3.3 Exam fees

Exam fees and other costs connected to exam courses are not included in the cost of the course and will be billed to the client separately.

### 3.4 Course location/teaching aids

Costs relating to the course locality and any aids the teacher may require (i.e. OHP) are incurred by the client.

### 3.5 Low number of participants

If 4 or fewer participants enrol for a course explicitly requiring more than 4 participants, the length of the course can be proportionally reduced in length.



#### 4. Course location/teaching aids/dates

##### 4.1 Semester / Group courses

For semester and group courses, the course location and any required teaching aids, as well as the lesson dates are agreed upon by the client and Flying Teachers GmbH. Once this data is stipulated in the contractual agreements between client and Flying Teachers GmbH, changes can only be made if both parties are in agreement.

##### 4.2 Individual lessons (Flying Teachers courses)

Clients can decide when and where they wish to have their private lessons. If the client gives Flying Teachers GmbH at least 48 hours notice of a new course, Flying Teachers GmbH will do all in its power to provide the client with a suitable teacher at the time and place stipulated by the client. Lessons booked can be postponed at no cost, as long as the client informs the teacher at least 24 hours in advance, and at the same time agrees on a new date.

#### 5. Teachers

The choice of teacher to carry out a course is determined by Flying Teachers GmbH. In the absence of a written agreement between Flying Teachers GmbH and the client, there is no binding right to a certain teacher.

#### 6. Cancellation

##### 6.1 Semester / Group courses

Semester or group courses can be cancelled without charge up to 14 calendar days before commencement of the course. Courses may not be cancelled after they have been confirmed. Cancellations are accepted only in written form (FAX, Hardcopy, E-Mail).

##### 6.2 Individual lessons (Flying Teachers courses)

Individual lessons booked with Flying Teachers GmbH cannot be cancelled and are invalid if not used during the period defined by the Flying Teachers GmbH. The client has no right of refund to the course costs. If 10 lessons are booked, these must be taken within a period of 3 months. Lessons not used during this period are not refunded. Cancellations are accepted only in written form (FAX, Hardcopy, E-Mail).

##### 6.3 Monthly invoices

Notice, in writing (Fax, Hardcopy, E-Mail) of 3 months is required for any courses invoiced on a monthly basis.

#### 7. Right of use of course material

Materials created or prepared by Flying Teachers GmbH are regarded as its intellectual property. Any use of this material outside lessons is only allowed if the written agreement of Flying Teachers GmbH is obtained. This in particular includes usage of materials in other language courses, copying, translations and the use of Flying Teachers GmbH placement tests.

#### 8. Place of Jurisdiction and applicable law

For all contracts between Flying Teachers GmbH and its clients, the Place of Jurisdiction is Zurich, Switzerland. Swiss law is applicable.