

# Migros Club School: General Terms and Conditions

(June 2020)

These General Terms and Conditions apply to all Migros Club School offerings.

## Registration and Payment of Course Fee

Verbal or written registration requires you to pay the course fee. **Failure to pay the course fee shall not constitute a cancellation.**

## Course Organization / Force Majeure

For organizational reasons, Migros Club School reserves the right to postpone or combine courses, to change the location of the course or to shorten courses and refund a portion of the course fee. If a course instructor is unavailable, Migros Club School may change instructors or use a substitute instructor. Migros Club School reserves the right to convert classroom teaching to distance learning on the same terms and conditions if the provision of classroom teaching cannot be maintained.

## Course Places and Conduct of Courses

In order to provide optimal conditions for conducting its courses, Migros Club School defines a number of participants for each course that can be adjusted if necessary. The course places are awarded in the order of registrations received (subject to timely payment). Where the number of registrations is below the minimum, the course will generally not take place and the course fee will be waived or refunded.

Where the number of registrations is below the minimum, the course may still be offered at the discretion of Migros Club School subject to the consent of the participants on condition that a proportionately higher fee is paid or, where appropriate, fewer lessons are received for the same price.

## Course Expulsion

Migros Club School reserves the right to expel one or more participants from a course for a justified reason. The course fee shall be due in full (i.e. will neither qualify for a prorated refund nor for a waiver of the course fee) in the following cases: exclusion from a course due to non-payment of the course fee as well as in serious cases (defamation, harassment, intentional damage to property, etc.).

## Cancellations

All cancellations are binding. Depending on the time of cancellation, Migros Club School may waive the course fee for participants in full or in part in accordance with the following conditions.

For courses **up to** CHF 1,000.00:

For cancellations up to at least seven days prior to the start of the course, Migros Club School may waive the course fee or refund it subject to a processing fee of CHF 30.00. If cancellation takes place less than one week prior to the start of the course, the entire course fee shall be due.

For **courses over** CHF 1,000.00:

In this case Migros Club School requires written cancellation. The date of the postmark on the letter is deemed to be the date of receipt. Any waiver or refund of the course fee is calculated as follows:

### **Time of cancellation:**

### **Cancellation fee:**

Up to 45 calendar days prior to the start of the course:	CHF 100.00 processing fee
From 44 to 22 calendar days prior to the start of the course:	10% of the course fee but max. CHF 500.00
From 21 to 15 calendar days prior to the start of the course:	30% of the course fee
From 14 to 8 calendar days prior to the start of the course:	50% of the course fee
From 7 to 1 calendar days prior to the start of the course:	80% of the course fee
On the day of the start of the course or later:	No waiver or refund of the course fee.

If you have taken out cancellation insurance, you are insured in justified cases against late cancellation (see the general insurance terms). In the absence of cancellation insurance, the aforementioned terms shall apply.

Migros Club School reserves the right to invoice course participants for third-party charges for overnight accommodation, food, travel, etc.

### **Non-attendance at Lessons / Appointed Times**

Lessons/appointed times that are not attended cannot be made up and will not be refunded.

### **Digital Learning Materials**

Please note that e-book licenses cannot be refunded after issue.

### **Course Confirmation**

At the request of the participant and following completion of at least 80% of the course lessons, Migros Club School would be happy to issue confirmation of course attendance. However, the condition for this is that the course did not take place more than one year ago. Different arrangements for certificate and diploma courses remain expressly reserved.

### **Exclusion of Liability / Insurance**

**Migros Club School accepts no liability for any loss or damage arising during or from any courses or events organized by the School. Each course participant is personally responsible for having sufficient insurance cover. Course participants use the Migros Club School facilities at their own risk. Migros Club School cannot be held liable for theft or loss of property.** Each course participant undertakes to comply with the currently applicable hygiene rules of the Federal Office of Public Health (FOPH) and the instructions of the School on the premises of Migros Club School. Attendance at the premises of Migros Club School (incl. partners, external workshops and premises rented to other companies) is prohibited for course participants with symptoms of disease, suspected infection with communicable diseases and/or who are subject to (official or self-imposed) quarantine. The risk of infection cannot be completely ruled out even with compliance with the hygiene rules. Migros Club School accepts no liability in this regard.

### **Data Protection**

Your personal data will be processed in accordance with our Privacy Policy which may be viewed at [www.migros.ch/de/datenschutz](http://www.migros.ch/de/datenschutz). By registering, the course participant confirms that he or she has read and understood the Privacy Policy and the processing of his or her personal data described therein.

### **Video and Audio Recordings**

No video or audio recordings may be made on any Migros Club School premises without the express consent of the Migros Club School and the course participants.

### **Program and Price Changes**

Migros reserves the right to change course programs and/or prices and to amend the General Terms & Conditions.

### **Online Courses of the Online Academy**

Cancellations and level changes are only possible free of charge within the first seven days after the course starts. Thereafter the entire course fee shall be due.

### **Place of Jurisdiction**

**All legal relationships with Migros Club School are subject to Swiss law. The place of jurisdiction is the headquarters of the relevant regional cooperative.**

Should you have any questions, please contact the administration of your Migros Club School.

## The Migros Club School General Terms and Conditions are binding and apply to all Migros Club School offerings.

In addition, the following terms and conditions apply to subscriptions:

### General Terms and Conditions for Migros Club School Subscriptions

(June 2020)

These General Terms and Conditions apply at the Migros Club School for customers who have a flat-rate or value subscription.

**Flat-rate subscriptions** are valid for a specific time period (e.g. for a month, half a year, etc.).

**Value subscriptions** are valid up to a specific monetary amount or number of entries and in each case over a specific time period (e.g. CHF 300 for four months or ten entries for four months).

#### Applicability

Both flat-rate and value subscriptions are personal and cannot be transferred to third parties. Subscription owners can book and attend defined lessons/designated times at the centers of the relevant cooperative region defined by Migros Club School. In other words, participants register themselves for a lesson/designated time online via the customer portal within the framework of their subscription.

#### Period of Validity

Flat-rate and value subscriptions are valid for the time periods predefined by the regional cooperative. When the time period expires, any remaining credit is lost and cannot be refunded.

#### Modification of the Period of Validity (Time Stop)

If the subscription cannot be used for at least 28 days due to illness, accident or pregnancy, a temporary break of up to nine months may be granted upon written request. A processing fee may be charged. The term of the subscription is extended by the duration of the break.

#### Purchase and Payment of Subscriptions

Verbal or written purchase agreements constitute an obligation on the part of the participant to pay for the subscription. Payment deadlines shown on invoices are binding. **Failure to pay for a subscription shall not constitute a withdrawal from the agreement.**

#### Course Organization

##### Course Instructor

Migros Club School reserves the right to change the course instructor of subscription courses at short notice. This shall not entitle participants to a refund of their subscription price or to withdraw from the agreement.

##### Conduct of Courses

The Migros Club School reserves the right to change the program of subscription courses at any time. This shall not entitle participants to a refund of their subscription price or to withdraw from the agreement.

##### Course Expulsion

Migros Club School reserves the right to expel one or more participants from a course for a justified reason. The subscription fee shall be due in full (i.e. will not qualify for prorated refund) in the following cases: defamation, harassment, intentional damage to property. This list is not exhaustive.

## Registration and Cancellation of a Lesson/Designated Time

### Registration

Participants may register for lessons/designated times via the customer portal up to two weeks and no later than 30 minutes prior to the start of the lesson/designated time.

### Cancellation

Participants may cancel their attendance up to 120 minutes prior to the start of a lesson/designated time via the customer portal.

Cancellation of an entire subscription: Please take note of the General Terms and Conditions.

### Non-attendance

Participants who fail to attend a lesson/designated time without prior notice will have the fees for the lesson/designated time charged to their value subscription in full and these will not be refunded. In the case of flat-fee subscriptions, Migros Club School reserves the right to impose appropriate sanctions in the event of repeated non-attendance.

## Exclusion of Liability / Insurance

**Migros Club School accepts no liability for any loss or damage arising during or from any courses or events organized by the School. Each course participant is personally responsible for having sufficient insurance cover. Course participants use the Migros Club School facilities at their own risk. Migros Club School cannot be held liable for theft or loss of property.** Each course participant undertakes to comply with the currently applicable hygiene rules of the Federal Office of Public Health (FOPH) and the instructions of the school on the premises of Migros Club School. Attendance at the premises of Migros Club School (incl. partners, external workshops and premises rented to other companies) is prohibited for course participants with symptoms of disease, suspected infection with communicable diseases and/or who are subject to (official or self-imposed) quarantine. The risk of infection cannot be completely ruled out even with compliance with the hygiene rules. Migros Club School accepts no liability in this regard.

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### Video and Audio Recordings

No video or audio recordings may be made on any Migros Club School premises without the express consent of the Migros Club School and the course participants.

### Program and Price Changes

Migros Club School reserves the right to change course programs and/or prices and to amend the General Terms and Conditions for Subscriptions.

### Place of Jurisdiction

All legal relationships with Migros Club School are subject to Swiss law. The place of jurisdiction is the headquarters of the relevant regional cooperative.

Should you have any questions, please contact the administration of your Migros Club School.