

GENERAL TERMS AND CONDITIONS (GTC)

September 2023

1. scope of application

These general terms and conditions apply to all offers made by DRIVESWISS AG.

2. registration

With your signature or your agreement to our general terms and conditions (online or on site) you register bindingly for the respective course. You accept these terms and conditions as part of the contract for the respective course.

3. absences from individual lessons

3.1 The agreed lesson times are binding. If you are unable to attend the lesson as agreed, you must inform the administration or the teacher at least 24 hours before the lesson.

3.2 We cannot take into account absences that you report after 24 hours before the individual lesson and you will be charged in full for these absences.

4. absences from group lessons

If you are unable to attend a group lesson, you must inform the administration as soon as possible. The costs will be charged to you in full.

5. cancellations for group lessons lasting several days (modular lessons)

5.1 You can cancel a booked module up to 30 days before the start of the course (the date of the start of the course on the registration confirmation is valid) without additional costs. Registrations cancelled after this deadline will not be considered and will be charged to you in full.

5.2 In all modules, attendance is compulsory for at least 85% of the contact learning time. In the case of illness (doctor's certificate) or other absences for which you are not responsible, and which are not justified, individual days can be made up in another course group or by other compensatory work. If 2/3 of the attendance is missed, you must repeat the whole module.

5.3 Partial absences are all tardies or early departures from class. These will be noted on the attendance list by the course instructor and deducted from the total attendance time. If your partial absences exceed the allowed number of absences of 15%, the conditions for passing the course are not fulfilled.

5.4 If you fail a module, you have the option of repeating it once. The repetition is subject to a fee. It is possible to repeat the entire course at any time for a fee.

6 cancellation of the course before the start of the course for group courses

6.1 You can change a booked course up to 8 days before the start of the course (valid is the date of the start of the course on the registration confirmation) to another date without incurring any costs, provided that a place is still available for the desired date.

6.2 In the event of a rebooking between 7 and 1 calendar day before the start of the course (the date of the start of the course on the registration confirmation is valid), CHF 100.00 (flat-rate compensation) will be charged.

6.3 No-shows, late arrivals (>15 minutes, valid is the course time on the registration confirmation) or those who appear on the WAB course day with an unlimited or invalid driving licence will not be considered. The course fees remain due in any case.

6.4 Refunds and cash payments already made are excluded in all cases.

7. deployment of teachers in group courses

7.1 In the event of a teacher's absence (e.g. illness), we reserve the right to organise a substitute. If this is not possible for organisational reasons, we will try to reschedule the course. If it is not possible to reschedule, you will receive a credit for the missed class time. You can use this credit to make up the missed time in another course offered by us at DRIVESWISS AG.

7.2 The assignment of the teacher is the responsibility of DRIVESWISS AG. We reserve the right to change teachers if necessary.

8. billing of lessons attended

Should you attend further lessons at DRIVESWISS AG after the end of your booked course, we reserve the right to charge you for the lessons you have attended, even without registration.

9. course cancellation

If you must cancel a course for an important reason such as illness or accident (on presentation of a medical certificate) or the death of a relative, we will be pleased to issue you with a credit note for the lessons missed. With this you can make up the missed time in another course offered by us at DRIVESWISS AG. Course cancellations without good cause will not be considered. Refunds and cash payments are excluded in all cases.

10. expiry date of vouchers and other lessons

Vouchers have a maximum validity of two years. Lessons purchased and not attended in private lessons expire three

years after the date of purchase. After that you can no longer redeem vouchers and unattended lessons.

11. online courses

All online courses are subject to the same regulations as face-to-face courses.

12. reservations

12.1 We reserve the right to dispose of course places which have not been paid for at the start of the course. For organisational reasons, DRIVESWISS AG reserves the right to postpone, reallocate and combine classes.

12.2 Group courses which do not have the minimum number of participants before the start of the course may be cancelled by DRIVESWISS AG at short notice. Registration for the course in question will be postponed or refunded in the form of a credit note for the amount already paid.

13. terms of payment

13.1 If you wish, you can pay the course fee for courses lasting several days in instalments. The payment date stated on the invoice is binding. In the event of late payment, we reserve the right to charge a penalty of CHF 20.00 for each of the second and third payment reminders.

13.2 After the third and final reminder, we shall assign the claim to the collection company Lixit. By accepting our general terms and conditions, you agree to this and undertake to pay the amount charged by Lixit for additional expenses and default.

14. telephone and email communication

With your booking you give us your consent to communicate via e-mail and (mobile) phone number.

15. data protection

We take the protection of your personal data seriously and adhere to the provisions of the Data Protection Act. You acknowledge that the data provided by you and associated with the processing of the contract will be processed by DRIVESWISS AG for the proper processing of the contractual relationship as well as for marketing and communication purposes. The data will only be deleted at your request, unless legal retention periods prohibit this.

16. photographs and films

For copyright reasons, photography and filming at the course location is prohibited. DRIVESWISS AG reserves the right to take photographs and make films and to use them free of charge in brochures and publications or other publications.

17. exclusion of liability

17.1 For all courses, examinations and events organised by us, we exclude any liability for damages incurred. You are therefore responsible for ensuring that you have adequate insurance cover. We accept no liability for theft or loss of items on the premises of DRIVESWISS AG.

17.2 Vehicles which are made available for courses for a rental fee are insured. The deductible in the event of liability is CHF 1,000.00 and in the event of accidental damage CHF 2,000.00 (maximum cumulative sum CHF 3,000.00).

18 jurisdiction

The provisions of Swiss law shall apply to everything else.

The place of jurisdiction is Aarau.

participant

date _____

signature _____

 name in block letters

authorized person

date _____

signature _____

 name in block letters