

# **General Terms and Conditions of the Institute for Vocational Education and Training (IBAW)**

(Version: January 2023)

## **1. Scope**

These General Terms and Conditions (hereinafter referred to as the “GTCs”) apply to all enrolments and contracts concluded via the [ibaw.ch](https://ibaw.ch) website, the [klubschule.ch](https://klubschule.ch) website (IBAW products only) by telephone, by email or at the counter in an IBAW centre belonging to Miduca Ltd, Limmatstrasse 152, 8005 Zurich.

## **2. Seminar and course organisation**

For organisational reasons, the IBAW reserves the right to change the date of or to combine seminars or courses, to change the venue or to reduce the attendance fee in the case of pro rata refunds. If instructors are unavailable, the IBAW may change instructor or supply a substitute instructor. The IBAW reserves the right to change classroom instruction to distance learning under the same conditions if classroom instruction cannot be conducted, e.g. due to force majeure or other reasons.

## **3. Places on seminars and courses of study and their organisation**

In order to conduct the seminars and courses of study in optimum conditions, the IBAW sets a minimum and a maximum group size that may be adjusted as required. Seminar/course places are awarded in the order in which enrolments are received (subject to due payment).

If an insufficient number of participants enrol, the seminar or course will generally not take place and attendance fees will be waived or refunded. In addition, the IBAW reserves the right to cancel seminars or courses announced in the programme for other reasons for which the IBAW is not responsible. Any attendance fees already paid will be refunded. Any further claims on the part of participants, in particular claims for compensation in case of changes or cancellation of a seminar or course, are expressly excluded. Should a sufficient number of participants not be reached for a seminar or course, the IBAW may in individual cases conduct the seminar or course subject to the consent of the participants but increase the attendance fee appropriately or, where appropriate, reduce the number of lessons while retaining the same fee.

## **4. Expulsion from seminars or courses of study**

The IBAW reserves the right to expel participants from a seminar or course of study. The full attendance fee will be due, that is neither a pro rata refund nor waiver of the attendance fee will be granted in the following cases: exclusion due to non-payment of the attendance fee as well as in serious cases (libel, harassment, wilful damage, etc.).

## **5. Enrolments and cancellations, rebooking, payment of the participation fee**

Each enrolment is binding and obliges the participant to pay the participation fee. Prices are quoted in Swiss francs, including value-added tax (VAT). **Non-payment of the attendance fee does not constitute cancellation.** After enrolling for a seminar or course of study, the participant will receive an enrolment confirmation with binding payment instructions from the IBAW.

The participant must check the registration confirmation immediately and report any errors without delay.

The IBAW uses the correspondence channel requested by the participant for sending invoices and documents. It is within the participant's duty of due care to check this regularly

and to inform the IBAW of any changes.

The contract duration depends on the seminar or course booked and is limited in time. Depending on the time of cancellation, the IBAW may waive the attendance fee in full or in part in accordance with the following regulation.

For seminars or courses of study that cost **up to** CHF 1,100.– :

In case of cancellation up to 7 calendar days prior to the start date of the seminar or course of study, the IBAW will waive or refund the attendance fee after deduction of a processing fee of CHF 30.–. Deregistration may be performed via e-mail or telephone. If it is made less than 7 days prior to the start date of the seminar or course, the full attendance fee will be due.

In case of seminars or courses of study that cost **over** CHF 1,100.–:

In this case, the IBAW requires cancellations to be made via letter post (date of receipt is deemed to be the postmark date) or via e-mail. A waiver or refund of the attendance fee will be carried out as follows:

<b>Time of cancellation:</b>	<b>Cancellation fee:</b>
Up to 45 calendar days prior to the start date of the seminar or course:	CHF 100.– processing fee
From 44 to 22 calendar days prior to the start date of the seminar or course:	10% of the attendance fee
From 21 to 15 calendar days prior to the start date of the seminar or course:	30% of the attendance fee
From 14 to 8 calendar days prior to the start date of the seminar or course:	50% of the attendance fee
From 7 calendar days prior to the start date of the seminar or course:	No waiver or refund of the attendance fee.

A change of booking corresponds to a deregistration. The provisions for cancellations apply accordingly to booking changes.

The IBAW reserves the right to add claims from third parties for overnight accommodation, meals and travel expenses to the cancellation fee.

Digital licence fees (for e-books, platform access, etc.) will not be refunded once the access code has been sent.

If the participant and the invoice recipient are not identical, the participant will be jointly and severally liable with the invoice recipient for all claims.

Migros Club School may commission third parties to collect payments and is entitled to transfer invoice claims or the right to receive payments to third parties in accordance with

these provisions. The costs of transfer to a collection service provider (at the earliest from the second written reminder) are borne in full by the participant or invoice recipient. The current **processing fees can be viewed at [www.fairpay.ch](http://www.fairpay.ch)**.

The participant or invoice recipient agrees to the assignment of claims.

## **6. Participation fees in the event of non-admission to the course of**

**study/examination** Should the participant still have to fulfil requirements for a course, a provisional enrolment is possible. If the requirements are still not fulfilled at a later date, the participation fees are owed until the withdrawal date.

Confirmation of admission to external examinations (Swiss Federal Certificate/Diploma) must be obtained from the responsible examination provider; the participant is responsible for this. If a course preparing for a Swiss Federal exam is attended, the attendance fee will be due whether or not the participant is admitted to the exam.

## **7. Payment by instalments**

Instalment payments are possible at the request of the participant and at the discretion of the IBAW.

## **8. Cantonal contributions**

Courses at Professional Education Institution (PEI) level are usually supported by cantonal contributions.

Participants are entitled to cantonal contributions if they can prove that they have been resident in the same canton for an uninterrupted period of 24 months prior to the start of the course and that they have been financially independent during the same period without being in education at the same time. In addition, by the start date of the course, a correctly completed personal data form as well as all confirmations of residence required as proof must be submitted to the IBAW. Documents submitted too late may result in the loss of the cantonal contributions, which must then be borne by the participant.

The amount of the cantonal contributions is revised every two years and may vary during the course of study. This may result in a subsequent (positive or negative) change in the participant fees to be paid.

## **9. Non-attended lessons**

Lessons not attended cannot be made up for and will not be refunded.

## **10. Confirmation of attendance of seminars or courses of study**

At the participant's request and on attendance of at least 80% of the seminar or course of study lessons, within one year following completion of the seminar or course, the IBAW will be happy to issue a seminar or course of study confirmation or will enter the seminar or course attendance in the participant's Swiss Federation for Adult Learning (FSEA/SVEB) skills pass. The right to amend regulations is expressly reserved.

## **11. Disclaimer and insurance**

**The IBAW declines any liability for any damages incurred in relation to the seminars, courses of study, and events it organises. Participants are responsible for acquiring adequate insurance cover. The use of IBAW facilities is at the participant's own risk. The IBAW cannot be held liable for the theft or loss of items or for unforeseeable events (e.g. instructors being unavailable).** Participants must comply with the relevant current official instructions (such as hygiene regulations) as well as IBAW instructions.

Participants with symptoms of an illness or who are suspected of carrying contagious infections and/or are subject to an (officially or self) imposed quarantine are prohibited from entering the premises of the IBAW (including those of partners, external workshops and premises leased to other companies). The risk of infection cannot be excluded entirely, even given compliance with the hygiene regulations. The IBAW declines any liability in this regard.

The participant has no rights resulting from their failure to achieve learning goals/success and is in particular not entitled to a refund of attendance fees.

No claims can be made in the event that ongoing proceedings for the accreditation of courses for federal recognition by the State Secretariat for Education, Research and Innovation (SERI) are unsuccessful or their conclusion deferred.

## **12. Data protection**

Processing of personal data in relation to the seminars and courses of the IBAW is subject to the privacy policy of the Migros Group. The privacy policy sets forth Migros' handling of personal data, also in relation to the IBAW seminars and courses and contains, in particular, information regarding why personal data is processed, how it is shared within the Migros Group, and what rights the data subjects hold in relation to their personal data. The privacy policy can be accessed online, currently at [migros.ch/de/privacy.html](https://migros.ch/de/privacy.html). By enrolling, the participant accepts the processing of their personal data as stipulated in the privacy policy.

The IBAW and the affiliated companies of the Migros Group send the participant information and offers from themselves and other companies of the Migros Group, as well as from partner companies in the form of e-mails and advertising leaflets. By enrolling, the participant consents to the relevant messages also being sent by electronic means.

These messages and their transmission may be personalised so that the participant only receives information that is likely to be of interest to them. This applies above all to the IBAW seminars and courses of study which are considered as personalised services, within the context of these GTCs. In order to offer the participant an optimally personalised user experience, the IBAW may evaluate usage and transaction data together with existing personal data. Detailed information regarding this profiling as well as the participant's rights can also be found in the Migros privacy policy.

## **13. Video and audio recordings**

Video or audio recordings may only be made on the IBAW premises as well as in online lessons with the express consent of the IBAW and the participants.

## **14. Amendments to the programme, prices and GTCs**

The IBAW reserves the right to amend the programme, prices and GTCs without notice. The version current at the time of enrolment is applicable and may not be amended unilaterally for this agreement.

## **15. Safeguard clause**

Should a provision of these GTCs be ineffective or incomplete or should it not be enforceable, the effectiveness of the remaining parts will not be affected by this. The parties are obliged in such a case to replace the invalid provision by another provision that enables the intended purpose of the Agreement to be achieved in a legally permissible manner and which comes closest to the original intention in terms of content. The same applies in case of any omissions.

## **16. Applicable law and jurisdiction**

All legal relationships with the IBAW are governed by Swiss substantive law to the full exclusion of conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.

The exclusive place of jurisdiction for all disputes arising out of or in connection with these GTCs as well as the seminars and courses is Zurich, Switzerland.