

Terms & Conditions

General Terms and Conditions, January 2014 version in English

1. Scope

The following General Terms and Conditions apply to all courses and seminars of Swiss Education Company GmbH (hereinafter referred to as "Swiss Beauty & Hair Academy") with respect to its course and seminar participants (hereinafter "course participants"). Course participants are informed in writing of any changes to these Terms and Conditions made by Swiss Beauty & Hair Academy. They are considered approved if the course participant does not raise an objection in writing within 4 weeks.

2. Registration

Registration for a course or seminar must be made in writing with the appropriate registration form. Registration is compulsory. The course participant will receive a confirmation of registration provided Swiss Beauty & Hair Academy does not refuse participation.

3. Financial conditions

An advance payment (deposit) of 20% of the course fee will be charged and must be paid within 5 working days after the confirmation of registration is received or, in the event of late registration, before the beginning of the training / further training. The training place is guaranteed only after receipt of the advance payment. The course participant remains liable for the payment of all course fees.

The remaining course fees may be paid in monthly instalments upon submitting a photocopy of your official ID. The monthly instalment must be paid no later than on the last working day of the month from the beginning of the training. Failure to comply with the payment deadlines will result in a default interest of 5%. In addition, a service fee of CHF 20 is charged as of the second reminder. If a monthly instalment is in arrears for more than 30 days, the entire course fee becomes immediately due, including costs and interests.

The course fee includes documents on the theory of the subject-matter, the certificate or diploma, and VAT. The course or seminar fee does not include school materials and personal consumable supplies / professional tools, which course participants must pay for themselves. A service charge of 200 CHF is charged for resitting the final examination.

Fees incurred for payments at the post-office counter can be charged by Swiss Beauty & Hair Academy to course participants in accordance with the costs-by-cause principle. In order to avoid unnecessary charges, Swiss Beauty & Hair Academy recommends its course

participants to settle the bill online or by means of a written payment order to their bank or post office.

A course extension is possible with the payment of additional pro-rated course fees.

4. Cancellation and postponement by Swiss Beauty & Hair Academy

If there are too few course participants, Swiss Beauty & Hair Academy reserves the right to postpone, merge or cancel the course or seminar. However, if this is not suitable for the course participant and no solution can be found, the contract is immediately dissolved before the course begins and any advance payments are reimbursed.

5. Cancellation by Swiss Beauty & Hair Academy

Swiss Beauty & Hair Academy has the right to immediately terminate the training / further training contract for important reasons, for example, if the participant is more than one month in arrears with the course fee payment. This does not release course participants however from the payment of outstanding fees.

6. Cancellation, postponement or other changes made by the student

The agreement for training or continuing education courses may be revoked or terminated at any time. However, if this is done at short notice, the student is obliged to compensate the Swiss Beauty & Hair Academy for any losses it may incur. Under this current agreement for training or continuing education courses, revoking or cancelling arrangements already made is deemed to be at short notice if done in the middle of a semester or shortly before the planned start of the study period, i.e. within four weeks of the scheduled start of the training or continuing education course, unless the student can prove that such action has been caused by the actions of Swiss Beauty & Hair Academy. In the event of termination or cancellation at short notice, the following penalties are agreed: if the cancellation/termination is made at least 4 weeks before the start of the training or continuing education course, 20% of the course cost is payable. If the cancellation/termination is made within less than 4 weeks before the start of the training or continuing education course, 100% of the course cost is payable.

If a postponement is made at least 4 weeks before the scheduled start of the training or continuing education course, a 20% deposit (as a penalty) must still be made by the due date. This will be credited towards the training or continuing education course taken at a later date. If a postponement is made less than 4 weeks before the scheduled start of the training or continuing education course, damages (as a penalty) equal to 20% of the course cost shall become due and payable within 10 days. In addition, the 20% deposit (as a penalty) must also be paid by the due date. This will be credited towards the training- or further training course held at a later date. Postponements made after the start of the

planned training- further training course are not permitted. In all such instances, 100% of the course cost must be paid.

You may change to a different section of the same course that has already started once your scheduled apprenticeship/further training has begun. You may not change to a different course. Administrative fees of CHF 200 are levied for such section changes and are due within 10 days. The payment terms for the remaining course fees remain unchanged.

In the case of courses that run over several semesters, such as the hairdressing course, the course fee per semester rather than the total training/further training fee for all semesters is decisive.

Cancellations and postponements must be made in writing and delivered by registered mail.

7. Contract extension for multiple-semester courses or seminars

For multiple-semester courses or seminars, the contract will be extended automatically and implicitly for the following semester unless the course participant gives written notice no later than one month before the beginning of the new semester.

Swiss Beauty & Hair Academy guarantees the same conditions for the other semesters as long as all of the training is completed without interruption.

8. Obligations of Swiss Education Company GmbH

Swiss Beauty & Hair Academy provides course participants with the contents which are listed in the course or seminar description. Courses are held on the premises of Swiss Beauty & Hair Academy.

Swiss Beauty & Hair Academy undertakes to conduct the course or seminar in accordance with the course or seminar description on the internet. Course times can be found in the course descriptions. If a teacher is absent at short notice, Swiss Beauty & Hair Academy endeavours to look for a suitable replacement. If this is not possible at short notice, the hours lost will be made up before or after in consultation with course participants.

Swiss Beauty & Hair Academy always reserves the right to adjust the course or seminar content (e.g. to include new techniques resulting from changing market conditions).

9. Obligations of the course participant

The course participant is obliged to regularly and punctually attend and participate in the training. If the course participant is absent for 20% of the time, Swiss Beauty & Hair Academy reserves the right not to allow participation in the final examination.

Absences due to illness, holiday, or business reasons do not release the course participant from fulfilling the contract. In these cases, the Parties endeavour to find a common solution.

Street clothes cannot be worn in practical lessons. Adequate professional attire must be worn (white work clothes or aprons for the hairdresser training centre) in accordance with the instructions of the school administration. Swiss Beauty & Hair Academy provides suitable lockers for street clothes.

Course participants undertake to be careful when handling equipment, devices and premises, and agree to the efficient and rational use of the products and materials provided. Course participants are notified by the school administration of how they should handle the materials provided.

Course participants take out their own accident and liability insurance. Swiss Beauty & Hair Academy is not liable for loss and theft on their premise or for any other damages of the course participant. Changes of address must be reported to Swiss Beauty & Hair Academy immediately. If postal deliveries or communications are not possible due to incorrect or false addresses, Swiss Beauty & Hair Academy accepts no responsibility.

Course participants also abide by the oral instructions of teachers and the school administrations in the sense of orderly school operation. After using the premises, they will be tidied and cleaned up as directed by the teacher or school administration.

10. Models

You will be expected to treat model clients because the practical experience is an integral component of the training. In addition, the final practical examination will require you to work swiftly and precisely which makes participation in practical exercises mandatory.

Models are usually organised by Swiss Beauty & Hair Academy. Course participants are entitled however to bring their own models.

Swiss Beauty & Hair Academy is entitled to a payment for the heavily discounted services of the models which primarily serves to cover the variable costs for advertisements, online campaigns, electricity, and the use of beauty products, etc.

The prices for the services of models are published on the Swiss Beauty Studio's website (swiss-beauty-studio.ch) and apply to all internal and external customers. No fee is required if a course participant is willing to serve as a model for his/her class.

11. School-free days

The Academy is closed on all official holidays approved by the City of Zurich and on the day before Easter. In addition, the Academy is closed for 2 weeks in the summer and for 2 weeks over the Christmas/New year period. The Swiss Beauty & Hair Academy publishes the actual dates with advance notice on its website.

12. Applicable law and jurisdiction

The court of jurisdiction and place of fulfilment is Zurich. Swiss law applies. In the event of unclear stipulations in the foreign-language versions, the German version will prevail. The German version is attached to the foreign-language registration forms/contracts. Furthermore, the registration forms/contracts with the GTCs can be accessed on Swiss Beauty & Hair Academy's website in German and the chosen course language.