

General Terms and Conditions of HDS Haus der Sprachen AG (valid as of 01.08.2024)

1. Scope

These General Terms and Conditions (hereafter GTC) apply to all contracts for language courses offered by HDS Haus der Sprachen AG (hereafter HDS), namely those offered by HDS St. Gallen, HDS Heerbrugg, HDS Romanshorn, SAL Schule für Angewandte Linguistik and Play House Sprachkurse, for which a contract has been agreed with a customer.

2. Registration/ Contract agreement

HDS determines the minimum and maximum number of participants per course. Places are allocated in the order in which valid registrations are received. The admission requirements can be found in the descriptions of the language courses.

The receipt of the signed registration form or the electronic registration for a language course (by email or via the website) at HDS is considered to be a legally valid registration.

With the legally valid registration, the contract for the customer's participation in the course is concluded, provided that the participant fulfils the admission requirements.

3. Underage participants

If the participant is underage at the time of registration, the registration must be made by his/her legal representatives. In this case, the contract is concluded with the legal representatives. The legal representatives are each individually and jointly liable for the obligations they enter into under the contract. Their individual and joint liability exists irrespective of their marital status and is not cancelled by a change in this status. If the participant comes of age during the course, the contractual relationship with the legal representatives remains unchanged.

4. No course / No available place on the course

The contract shall lapse without cost consequences if the minimum number of participants is not reached by the start of the course and the course is not held for this reason or for other reasons for which HDS is not responsible, or if the maximum number of participants is exceeded and the registration of a customer can no longer be considered. HDS shall inform the affected customers of this as soon as possible. In this case, any course fees already paid will be refunded to the customer who is unable to attend the course.

5. Content and duration of the course

The content and duration of the course, the prices, the group sizes and the implementation of the course modules are determined by the respective course description.

6. Changes to courses

HDS reserves the right to combine courses, to change the course tutor before or during the course and to change the venue within the location. The customer shall not be entitled to compensation in the event of cancellations of individual lessons, postponements or course adjustments if HDS is not responsible for the circumstances leading to this.

7. Placement and course advice

A placement test takes place before the start of the course or on the first day of the course. Based on the results, the level will be

recommended to the participant. A placement test without subsequent course attendance is possible for a fee of CHF 40.

For Play House Sprachkurse, an individual placement test can be taken free of charge on the Play House Sprachkurse website.

8. Prices and payment

The prices of the courses and any discounts are based on the respective course descriptions.

The entire course fee is due upon receipt of the invoice. The payment date stated on the invoice is binding. Upon expiry of the payment date stated on the invoice, the customer is automatically in arrears.

The agreement to pay in instalments must be concluded in writing. Please contact the office of your course location.

If a customer does not fulfil his/her payment obligations despite a reminder, HDS may exclude him/her from the course after the second reminder.

9. Entry into an ongoing course

If a place is available, a participant can join an ongoing course upon consultation with the course location office. The parties will agree on a possible price reduction when the contract is concluded.

10. Deregistration before the start of the course

If a participant is unable to attend the course, HDS must be informed immediately in writing of the cancellation and the reasons for it. In this case, the customer shall owe a cancellation fee. The actual date of receipt of the cancellation by the responsible office (not the postmark) is decisive for the amount of the cancellation fee.

The cancellation fee (lump sum for damages) is:

Die Rücktrittsgebühr (Schadenspauschale) beträgt:

Time of deregistration	Cancellation fee:
Up to 31 days before start	CHF 50.- (contribution towards expenses)
30 to 15 days before start	25% of the course fee
14 to 8 days before start	50% of the course fee
7 days before start	75% of the course fee
From the start of the course onwards	100% of the course fee

In serious, unforeseeable exceptional cases, HDS may offer a customised solution at its own discretion.

11. No refund or reimbursement of lessons not attended

Lessons not attended cannot be replaced and will not be refunded.

12. Confirmation of course participation

On request, you will receive a course confirmation within two months of the end of the course if you have attended at least 80% of the lessons.

Full payment of the course fee is a requirement for the issue of the course confirmation.

13. Liability/ General disclaimer

HDS is exempt from liability, regardless of the legal grounds. In particular, the use of the premises of HDS is at one's own risk. HDS cannot be held responsible for theft and loss of objects.

This exemption of liability does not apply in the event of willful intent or gross negligence, or of personal injury, or where liability is mandatory by law.

Customers are responsible for arranging their own adequate insurance cover.

14. Exclusion from the course

HDS is authorised to exclude participants from the course for important reasons for which the participant is responsible. Important reasons shall be deemed to exist in particular if the participant violates the terms of the contract or the house rules or disrupts the lessons to such an extent that it is no longer possible for other participants to complete the course smoothly and successfully.

The excluded participant is not entitled to a refund of any course fees paid.

15. Special terms for German language courses & examinations

a. Cantonal und state subsidies

Please enquire about cantonal or state subsidies. The office responsible for the course will provide you with information and help you fill in the forms.

b. Examination regulations

The applicable HDS examination regulations are binding. Participants must follow the administrative instructions issued by the examination course instructor and the responsible office as part of the organisation of the course.

16. Special terms for other language courses

a. Courses for adults

I. Class sizes

HDS determines the class size according to the number of registrations for a course as part of the course description. It takes into account the wishes of the participants as far as possible.

For an additional charge and in agreement with all participants, courses can take place as a smaller group than specified in the course description.

It is possible for additional participants to join a course after the invoice has been issued in accordance with the course description. If participants join the course after the invoice has been issued, the course costs that have already been invoiced will not be reduced until the end of the quarter.

b. Courses for children

I. Deregistration – trial course

Up to five working days before the course starts: no fees.

Within five working days before the trial course starts or during the trial course: 100% of the costs.

If you do not deregister by the last day of the trial course at the latest, your child is deemed to be registered for the current

semester. Deregistration must be sent in writing to the office of the course location.

II. Class sizes

The continuation of a course after the end of the agreed course period cannot be guaranteed.

With the agreement of the legal representatives, fewer lessons are offered for small classes. The course length is reduced as follows:

With four children the course will skip 4 lessons.

With three children the course will skip 6 lessons.

As soon as the course consists of 5 children, no further lessons will be skipped.

17. Special terms for private lessons/ closed mini groups

Private lessons / closed mini-groups include at least 10 lessons; the subsequent extension or course stop is agreed with the participants.

If lessons cannot be attended by all participants of a private lesson or a closed mini-group, the teacher must be informed at least 24 hours in advance. Lessons that are not cancelled within this period will be charged and cannot be reimbursed.

For closed mini-groups & private lessons, 10 lessons will be invoiced before the start of the course. The entire course fee is due upon receipt of the invoice.

18. Final terms

Rights and responsibilities arising from the concluded contract may only be transferred to a third party with the prior written agreement of the other party.

Should any of the terms of this agreement be invalid or incomplete or should fulfilment become impossible, the remaining parts of the agreement shall not be affected by this. In this case, the contracting parties undertake to immediately replace the invalid terms with a valid term that comes as close as possible to the original intention.

All legal relationships between HDS and the customer are subject exclusively to Swiss law. The place of jurisdiction for all legal disputes is St. Gallen.