

## 1. Registration and confirmation

All registrations received by ALPADIA Language Schools S.A. ("ALPADIA") by post, e-mail, fax or telephone and online registrations will be deemed to be valid. Registration will be confirmed within a maximum of 10 working days following receipt of a valid registration. The contract will be deemed to be finalised as soon as ALPADIA has confirmed the registration, and will then be legally enforceable. Where the registered person is an adult, that person will become a contract partner of ALPADIA. Where the registered person is not an adult, their legal representative will become the contract partner of ALPADIA. In that event, the legal representative must sign the contract and give their exact address. The person who is contractually registered to a language course will become a participant, designated as such below. The person who signs the contract (either the person themselves or, where the person is a minor, their legal representative) will be identified as a contract partner, designated as such below.

## 2. Information provided at the time of registration

The contract partner expressly declares that the information provided at the time of registration for a language course is true and accurate. Any inaccurate information or omission may lead to immediate expulsion from the course (for example, if an "absolute beginner" overestimates their level of linguistic ability in order to be able to start a course on a date other than the official commencement date for "absolute beginners"). In that event, the costs of the course will not be refundable, either in whole or in part. At the time of enrolment, participants are required to take a compulsory language test online before confirming their booking. ALPADIA reserves the right to refuse the booking if the participant fails to take the compulsory test.

## 3. Registration fees

ALPADIA will charge the following registration fee for each registration: CHF 110 / EUR 75. This fee is non-refundable.

In the event of late registration, from two weeks before commencement of the language course, participants will be charged an extra fee of CHF 50 / EUR 35 for express processing of their file.

## 4. Agreement modification fees

In the event that a participant wishes to modify the type of course or accommodation following confirmation of registration by ALPADIA, a modification fee of CHF 80 / EUR 55 will be charged and will be payable with the modification request. No additional charge will be required if the participant decides to extend their language course at the same centre.

## 5. Conditions of payment

Fees will become payable immediately on receipt of confirmation of registration as follows:

- a deposit of CHF 250 / EUR 170.
- the registration fee of CHF 110 / EUR 75 (not included in the cost of the language course).
- payment of the premium for the cancellation insurance and/or the health insurance (where policies have been taken out).
- in the event of payment by credit card, any transaction fees are charged to the participant
- in the event of booking within 2 weeks of the commencement of the language course, the full amount is payable by credit card via PayPal. Any transaction fees are covered by ALPADIA.

The balance of the total fees must be paid at least four weeks prior to commencement of the language course. Neither the course nor the accommodation will be deemed to have been paid for unless the relevant amount has been received into the account details of which will be provided by ALPADIA upon confirmation of registration.

## 6. Payment period

In the event that the payment periods specified by ALPADIA in the confirmation are not complied with, the contract partner will be held liable. In such circumstances, ALPADIA reserves the right to refuse entry to the course. No claims will be accepted by ALPADIA.

## 7. Proof of payment

Participants may be asked to provide documentary proof of payment of the full fee for their course and accommodation either before or on commencement of the language course. Failure to do so may mean that entry to both the course and the accommodation will be refused. In the case of late registration, ALPADIA will ask for proof before sending the pre-arrival documentation.

## 8. Cancellation prior to commencement of the course

A contract partner may cancel their contract in writing at any time prior to commencement of the language course. In that event, ALPADIA will be entitled to seek payment of appropriate compensation, the amount of which will depend on the period of time remaining between the date on which ALPADIA receives the cancellation and the date of commencement of the language course. In accordance with this principle, the amount of compensation is calculated as follows:

- 56 days or more prior to the first day of the language course: 10% of the total invoiced price

- Between 55 and 30 days prior to the first day of the language course: 20% of the total invoiced price
- Between 29 and 22 days prior to the first day of the language course: 30% of the total invoiced price
- Between 21 and 15 days prior to the first day of the language course: 50% of the total invoiced price
- Between 14 days and the first day of the language course: 100% of the total invoiced price
- Failure to participate in the course or cancellation after the given deadlines: 100% of the total invoiced price

The registration fee of CHF 110 / EUR 75 and the insurance costs will remain due. The cancellation amount must be received at the latest 10 days following receipt of the cancellation invoice. In the event that a participant is refused a visa and the original refusal document issued by the Swiss/German/French Embassy is supplied, ALPADIA undertakes to reimburse the whole amount paid, less the administration fee of CHF 150 / EUR 100 and the bank charges of CHF 60 / EUR 40.

## 9. Cancellation insurance

ALPADIA recommends that contract partners take out a cancellation insurance policy. In the event that the participant has taken out cancellation insurance and then cancels their course, they will be responsible for notifying their insurers. Under no circumstances will a cancellation insurance policy render ALPADIA liable for non-reimbursement of a course. ALPADIA offers cancellation insurance on request.

## 10. Passports and visas

The participant will be responsible for complying with the security regulations, the regulations governing the obtaining of a visa, and the health regulations required to enter and stay in Switzerland/Germany/France. Under no circumstances will ALPADIA be held liable for any notice of refusal to enter or stay in Switzerland/Germany/France given to a participant. Information relating to the regulations governing security, health and obtaining a visa can be obtained from the Swiss/German/French Embassy or Consulate in the participant's home country. No reimbursement will be made, either in full or in part, in the event that a participant is refused permission to enter or stay in Switzerland/Germany/France by their own fault. ALPADIA will provide a letter of invitation for the visa application following receipt of all the costs of the language course.

## 11. Accident/health insurance

Every participant will be entirely responsible for obtaining accident and health cover valid for the country in which they intend to stay for the whole period of their stay. In the event that they do not have such cover at the time of registration, ALPADIA sells an appropriate insurance policy covering these risks if requested.

## 12. Damage caused by participants / civil liability

Prior to arrival at ALPADIA, each participant must take out a policy of insurance to cover any loss/damage which they may cause during the course of their stay. In any event, and even if a participant does not feel that it is appropriate for them to take out such insurance, they will be liable for any losses caused to ALPADIA, its commercial partners and any other third party unless the liability of ALPADIA can be clearly demonstrated.

## 13. Obligations of participants

Participants are required to attend the course and to arrive on time. They are responsible for choosing a course which is appropriate for their level of capability. Failure to attend the course, or irregular attendance, or any disruption to lessons caused by an individual participant's attitude will entitle ALPADIA to expel the participant. The same sanction may apply to inappropriate behavior in the place of accommodation offered by ALPADIA. ALPADIA will not refund or pay compensation for any part of the missed course or accommodation or any additional travel costs incurred.

## 14. Late arrival

In order to avoid disturbing the class, any participant who arrives more than 15 minutes late should wait for the break before joining the class.

## 15. Inconsistent attendance

Any participant who does not attend all of the classes which make up the language course will not be entitled to any reimbursement. They will not be entitled to receive their certificate unless they attend at least 80% of the classes.

## 16. Claims

In the event that a participant wishes to bring a claim, they must notify the head of the centre immediately. Any claim for compensation must be notified in writing to ALPADIA Montreux, and may not arrive more than four weeks after the contractual termination of the language course. After that time, any action taken by the contract partner will be deemed null and void.

## 17. Discipline

In the event that a participant is badly behaved, undisciplined, or demonstrates a poor attitude, ALPADIA reserves the right to expel them immediately. In that event, ALPADIA will not reimburse or pay compensation for any part of the missed course or accommodation or any additional travel costs incurred.

## 18. Changes affecting prices, dates or services

Until such time as a participant receives the confirmation of registration, ALPADIA may change the dates and prices of language courses published on the internet or any other communication tools at any time. Following confirmation of registration between ALPADIA and the participant, ALPADIA may change its programme of services, provided that the changes are minor, unavoidable, based on good faith and do not in any way affect the teaching services. In the event that the "key" services provided by ALPADIA are affected by major changes, participants may withdraw or apply to join a different course of the same value, if ALPADIA is in a position to provide this. ALPADIA must notify participants of any changes immediately and participants must notify ALPADIA as soon as possible after receipt of such notification of their intention to exercise their rights.

## 19. Minimum number of participants

In the event that it is not possible to achieve the minimum number of participants required for a language course (6 persons for a group course), ALPADIA will notify the contract partner at least three weeks prior to the commencement of the course. If ALPADIA is unable to provide a replacement service, ALPADIA will undertake to reimburse all fees paid to date. Under no circumstances will ALPADIA pay compensation for any inconvenience or loss of time. In the event that none of the courses are appropriate for the participant's level of ability, ALPADIA reserves the right to substitute the group course for private tuition and adapt the number of lessons accordingly. The number of hours of private tuition will depend on the amount paid by the participant.

## 20. Activities

Depending on the weather conditions or other circumstances beyond the control of ALPADIA and its organisation, ALPADIA reserves the right to cancel one or more of the scheduled activities described in the brochure. In that event, ALPADIA undertakes to substitute the cancelled activities with others.

## 21. Public holidays

The contract partner declares to be aware that schools are generally closed on local public holidays, and acknowledges that this will not give rise to any claim for compensation against ALPADIA.

## 22. Cancellation of ALPADIA courses

ALPADIA reserves the right to cancel a language course for safety reasons as a consequence of a strike, political unrest or for any other extraordinary reason. In that event, ALPADIA undertakes to reimburse all costs relating to the course. ALPADIA reserves the right to retain a certain amount to cover administration costs.

## 23. Liability

ALPADIA will assume full responsibility for the language courses offered and undertakes to organise them efficiently in accordance with its knowledge and experience in the sector. Under no circumstances can ALPADIA be held liable for any loss resulting from illness, accident or inconvenience caused by poor service provided by any agent appointed by ALPADIA. Neither will ALPADIA be responsible for the loss of any valuables, personal items, money, etc. unless such losses were due to deliberate negligence on the part of ALPADIA.

## 24. Safety and security

ALPADIA is authorised to take all reasonable action as required to ensure the well-being and good health of the participants. ALPADIA is also entitled to take all necessary measures to provide a participant with any appropriate medical care in the event of necessity. Any costs arising from such medical attention will be borne by the participant, or their legal representative if they are a minor. A written release/authorisation signed by the legal representative will be required in respect of certain sporting packages where risk is involved. Without such a signed document, ALPADIA reserves the right to refuse to allow the participant to take part in certain sporting activities.

## 25. Protection of personal data

Within ALPADIA, personal data is only recorded in the event of a request for information, offers or registration for a language course. In principle, external organisations and individuals do not have access to the ALPADIA database. Personal data is communicated in order to reserve accommodation (host family, hostel or hotel) or in response to a legal demand. In certain cases, ALPADIA may provide such information to competent authorities (for example, to immigration authorities). Personal data is filed and registered at ALPADIA-Montreux. In addition to such data being used to provide advice and information on reservation procedures to the participant, they may be used to provide participants with information about ALPADIA products.

## 26. Promotional material

ALPADIA reserves the right to retain and use photographs either taken by or showing a participant for promotional purposes. The same applies to anything produced by the participant during the language course. This right will be deemed to have lapsed if the participant or their legal representative specifically revoke this point in writing at the time of registration.

## 27. Applicable law and jurisdiction

Swiss law will apply exclusively to the contractual relationship between ALPADIA and the participant. Jurisdiction will lie with the courts of Montreux, Switzerland. The general terms and conditions of sale will not, under any circumstances, limit the laws applicable to the contract partner.