

General Terms and Conditions (T&Cs) of porta mundi AG

As at: 24/02/2021

1. Scope

- (1) Porta mundi AG (hereinafter referred to as 'porta mundi') aims to help its students in all subjects and at all levels to add depth to and acquire new expertise in the topics covered, as well as to overcome exam nerves and develop various learning strategies. Our coaching services are based in particular on the students being taught at home by competent teachers and on working closely with all parents.
- (2) These terms and conditions, together with the individual agreement, govern the contractual relationship between the parents ('parents') and porta mundi – 'together', the 'parties' – for the provision of the aforementioned coaching services. If the student is over 18 years old and the contract is agreed directly with him/her, these T&Cs (also) apply to him/her.

2. Scope of service

- (1) The coaching sessions are based on the subject matter applicable in the agreed subject and the materials used in class. Within the framework of the coaching sessions, the materials are on principle provided by porta mundi. If necessary and after consultation with the porta mundi teacher, additional materials may be purchased, which must be paid for by the parents or the students.
- (2) Porta mundi chooses the teachers for the coaching sessions at its own discretion. However, porta mundi takes into account the parents' wishes.
- (3) The scope of services corresponds to the booked number of coaching sessions. In addition, porta mundi offers up to one telephone call per month for a general performance review, extraordinary meetings as needed and, at the end of each semester, a short written report about the student's progress and the objectives achieved, including an outlook.
- (4) Porta mundi does not guarantee the achievement of any particular learning outcome. Within the limits of the law, all contractual and non-contractual liability of porta mundi and its officers, employees and agents is excluded.

3. Use of the service and cancellations

- (1) The time and location for all coaching sessions are agreed between the parties.
- (2) If the student is unable to attend an appointment, the parents are required to inform porta mundi at least one day in advance by email, text message or telephone. If the parents fail to cancel the session more than 24 hours in advance, the parents are obliged to pay porta mundi the price of one lesson (60 minutes).

- (3) If the lesson is cancelled less than two hours in advance, the parents are obliged to pay porta mundi the full fee of the coaching session booked (this also applies if the student fails to show up at the agreed time).
- (4) If the parents can demonstrate that it was not possible under the circumstances to notify porta mundi in good time, porta mundi will endeavour to reach an amicable agreement with the parents without obligation and without waiving any legal rights.
- (5) If the student cancels or reschedules a booked coaching session with the teacher, we will only agree to the change with the parents' consent.
- (6) Porta mundi reserves the right to cancel or postpone a coaching session at short notice.

4. Conclusion of contract and contract amendments

- (1) The conclusion of the coaching contract is binding when porta mundi sends a confirmation email to the parents.
- (2) The number and length of lessons originally agreed can be shortened or extended on an ongoing basis by mutual agreement.

5. Prices and terms of payment

- (1) The prices listed on our website (www.portamundi.org) at the time of the conclusion of the contract apply. These are sent to the parents of the respective student in a confirmation email.
- (2) The fees for support and remedial classes vary according to the level of education reached so far, the duration of the course and the intensity of support, while the prices for exam preparation courses depend on the size of the group.
- (3) The prices for our services are based on a lesson of 60 minutes.
- (4) In addition to the coaching fee, the teacher's travel expenses amount to CHF 10.00 per meeting, if the lessons take place at the student's home instead of online.
- (5) At the beginning of the month following the coaching sessions in question, porta mundi will email the parents an invoice for the entire month (unless otherwise agreed). Porta mundi may, at any time, stipulate that the coaching sessions are paid for in advance by the parents.

6. Applicable law and place of jurisdiction

Swiss substantive law is applicable to the contract between porta mundi and the parents. All disputes arising out of or in connection with the contract, including those concerning its valid conclusion, its legal effect, amendment or dissolution, shall be judged by the ordinary courts at the place where porta mundi has its registered office.

7. Amendments to the T&Cs

Porta mundi has the right, within the limits of the law, to revise and unilaterally amend the general terms and conditions at any time.

8. Severability clause

In the event of the initial or subsequent invalidity of one or more provisions of these general terms and conditions, the validity of the remaining provisions shall not be affected. A valid provision that comes closest to the legal and economic purpose shall then be deemed to have been agreed.

Place, date _____

Signature Customer _____