

General Terms and Conditions (GTC) of Perspectiva Nova AG

(Status: 01.04.2021)

1. Scope of Application

- (1) Perspectiva Nova AG (hereinafter referred to as "Perspectiva Nova") teaches learners in all subjects and at all levels. It supports learners in deepening and working through the material covered at school as well as in overcoming exam anxiety and developing various learning strategies. The basis of the coaching offered by us lies in particular in home tuition by trained teachers and the close involvement of parents.
- (2) These GTC regulate the contractual relationship between the parents and Perspectiva Nova AG (parents and Perspectiva Nova AG together: "the parties") regarding the provision of the above-mentioned coaching by individual agreement. If individual learners are over 18 years of age and the contract is concluded directly with them, these GTC also apply to them.

2. Scope of Services

- (1) The basis of the coaching is the school topics applicable in the agreed subject and the material used in the lessons. Within the framework of the coaching, the materials are generally provided by Perspectiva Nova. If necessary and after consultation with the Perspectiva Nova teacher, additional materials can be purchased, which must be paid for by the parents or the students.
- (2) Perspectiva Nova determines the teachers to be used for the coaching sessions at its own discretion. However, Perspectiva Nova will take into account the wishes of the parents.
- (3) The scope of services corresponds to the number of coaching hours booked. In addition, Perspectiva Nova offers discussions on the children's performance at any time as well as a monthly learning report on the strengths and weaknesses of the learners. The scope of services does not include extraordinary work such as telephone calls lasting more than 15 minutes in total in one month, corrections of several essays by individual students, the preparation of holiday dossiers and any sample solutions that are required, as well as initial discussions at the parents' home, even if no lessons are being held. The agreed price for coaching applies to all extraordinary work.
- (4) Perspectiva Nova AG does not guarantee the achievement of a certain learning success. Within the legal limits, any contractual and non-contractual liability of Perspectiva Nova as well as that of its organs, employees and auxiliary persons is fully excluded.
- (5) In principle, coaching sessions take place during school holidays; these can be arranged individually.

3. Utilisation of Services and Cancellations

- (1) The time and place of the coaching sessions will be agreed between the parties.
- (2) If the students cannot attend a coaching appointment, the parents are obliged to inform Perspectiva Nova at least one day in advance by email, SMS or telephone. If the parents do not cancel a coaching session more than twelve hours in advance, the parents will owe Perspectiva Nova CHF 100.
- (3) If the lesson is cancelled less than two hours in advance, the parents owe Perspectiva Nova the price of the lesson for the agreed time of coaching (also if the students do not show up at the agreed time).

- (4) If the parents can show that early information was not possible under the given circumstances, Perspectiva Nova will try to reach an amicable agreement with the parents without obligation and without waiving any legal claims.
- (5) Should the students cancel or postpone a coaching appointment with the teacher, Perspectiva Nova will only make the change with the parents' consent.
- (6) Perspectiva Nova reserves the right to cancel or postpone a coaching appointment at short notice.

4. Conclusion of Contract and Termination

- (1) The conclusion of the coaching contract is binding when Perspectiva Nova sends a confirmation e-mail to the parents.
- (2) The originally agreed number and length of lessons can be shortened or extended at any time by mutual agreement.

5. Prices and terms of payment

- (1) The prices listed on the website (www.perspectivanova.ch) at the time of the conclusion of the contract apply, which were listed for the coaching of the students in a confirmation email to the parents.
- (2) The price range for support and remedial teaching varies depending on the level of training, the long-term accompaniment and the intensity of support, and the prices for preparatory courses depend on the respective group size.
- (3) The prices for our services are based on a lesson of 60 minutes.
- (4) In addition to the price of the coaching, travel expenses of the teacher amounting to ten (10) Swiss francs per meeting will be charged if the lessons take place at home.
- (5) At the beginning of the month following the coaching sessions, the parents will receive an invoice for the whole month from Perspectiva Nova by e-mail (unless otherwise agreed). Perspectiva Nova may at any time make the provision of coaching dependent on an advance payment by the parents.

6. Online Portal

- (1) If specifically requested, Perspectiva Nova will set up a personal online login for the parents on the website www.perspectivanova.ch, where at the end of each month a learning report on the strengths and weaknesses of the students as well as possibilities for further work will be uploaded, so that the parents can get an overview of the students' performance. The online platform is also suitable for uploading additional materials, photos of homework, etc.
- (2) The content available to parents via the online login may contain information from external sources and protected information of third parties. Parents must not violate the protection of these rights.
- (3) Perspectiva Nova is not liable for loss of data and other direct and indirect damages. It is not liable for damages caused by higher force.
- (4) Perspectiva Nova excludes any claim for compensation of direct and indirect damages, which could arise in connection with the use of the online portal. In particular, it draws attention to the fact

that it is the parents' responsibility to take precautions to protect the workstations used against computer viruses or other electronic influences of a destructive nature.

- (5) Perspectiva Nova does not guarantee the ongoing accuracy of the product and service descriptions on its website, as all services described are subject to constant change.

7. Applicable Law and Place of Jurisdiction

The contract between Perspectiva Nova and the parents is governed by Swiss substantive law. All disputes arising from 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 registered office of Perspectiva Nova.

8. Changes of the General Terms and Conditions

Perspectiva Nova has the right to revise and unilaterally amend the General Terms and Conditions at any time within the legal limits.

9. Severability Clause

In case of initial or subsequent invalidity of one or more provisions of the GTC, the validity of the remaining provisions shall not be affected. A valid provision which comes closest to the legal and economic purpose shall then be deemed to have been agreed.

Place, date: _____

Signature of Parent: _____

Name in block capitals: _____