

**General Terms and Conditions – Lingue e Studio Sagl  
(operating under the brand StL WeSpeak Scuola di Lingue  
Lugano)**

These General Terms and Conditions govern all language courses, language stays, accommodation services, and leisure activities offered by Lingue e Studio Sagl (hereinafter the “Company”), operating under the brand StL WeSpeak Scuola di Lingue Lugano (hereinafter the “School”).

Acceptance of these Terms and Conditions is mandatory upon registration.

**1. Registration and conclusion of the contract**

a) Registration for courses for resident students takes place subject to agreement with the School administration and verification of availability. Registration may be completed through purchase in the Online Shop section or via e-mail.

b) Registration for courses within the framework of language stays takes place through a PDF registration form sent by the School, which must be completed, signed, and returned together with any required attachments to the Company.

c) The contract shall be considered concluded upon written confirmation by the School and issuance of the relevant invoice by the Company.

d) For underage participants, registration must be completed by a parent or legal guardian, who assumes contractual and financial responsibility towards the Company.

e) For language stays involving underage students, a completed and signed parental consent form (“Parental Consent Form”), together with a copy of the identity document of the parent or legal guardian, is also required.

f) In the case of registration by legal entities, joint and several liability shall rest both with the contracting entity and the registered participant towards the Company.

**2. Prices and payment conditions**

a) Prices for courses for resident students are published in the Online Shop section of the School’s official website.

b) Prices relating to language stays, including accommodation services, are indicated on the School’s dedicated web pages.

c) In the event of payment by instalments, failure to pay even a single instalment shall result in the immediate payment obligation of the entire outstanding balance to the Company.

d) In the event of late payment, the Company reserves the right to apply default interest at a rate of 5% per annum and to charge administrative fees of up to CHF 250 for debt collection procedures.

e) Gift vouchers or purchase vouchers issued by the Company:  
- are personal and non-transferable,

- cannot be converted into cash,  
- are valid for 6 months from the date of issue,  
- any change of the holder’s name is subject to an administrative fee of CHF 50.

**3. Language courses**

***3.1 Private and semi-private courses***

a) Lesson schedules are agreed upon between the participant and the School.

b) Lessons not cancelled at least 24 hours in advance shall be considered as delivered.

c) In the event of cancellation by the School due to force majeure, lessons shall be rescheduled within 180 days; if this is not possible, the Company shall provide a proportional refund.

d) It is possible to suspend the course only once for serious and documented reasons (e.g. health or family reasons), subject to approval by the School. Missed lessons must be recovered within 6 months from the date of suspension.

***3.2 Group courses***

a) Placement in groups is determined according to language level and the School’s organisational availability.

b) The minimum and maximum number of participants is defined for each course. The School reserves the right to:

- activate courses with a reduced number of participants,

- proportionally adapt the number of lessons or their duration.

c) Lessons must be attended consecutively. Missed lessons are non-refundable, except in the case of cancellation by the School; any refunds shall be handled by the Company.

d) Early withdrawal by the participant does not entitle the participant to any refund from the Company.

***3.3 Teaching materials***

a) The School may provide or order the necessary teaching materials upon request, without liability for delays attributable to third parties.

b) For language stays, the costs of teaching materials are indicated on the relevant informational pages of the School.

***3.4 Certificate of attendance***

a) Upon request, the School issues a certificate of attendance to participants who have attended at least 80% of lessons.

b) Such certificate does not constitute an official language certification and does not create any further obligations for the Company.

#### **4. Modifications, cancellations and refunds**

##### **4.1 Booking modifications**

In the case of additional modifications, only the costs of the added lessons and/or weeks will be charged.

In the case of reductions, a contract modification fee of CHF 50 per week shall apply. Refunds for cancelled services shall be calculated according to the percentages indicated below under section 4.2.

##### **4.2 Course cancellation**

Amount up to CHF 1,000:

- ≥ 30 days before the start date: refund subject to a CHF 100 retention by the Company.
- < 30 days: no refund.

Amount exceeding CHF 1,000:

- ≥ 30 days: 100%
- 29–20 days: 80%
- 19–15 days: 60%
- 14–10 days: 50%
- 9–3 days: 20%
- < 3 days or after the course has started: no refund.

##### **4.3 Accommodation**

- November – February:
  - free cancellation up to 3 days before arrival,
  - thereafter 100% penalty.
- September – October – March:
  - free cancellation up to 7 days before arrival,
  - thereafter 100% penalty.
- April – August:
  - free cancellation up to 14 days before arrival,
  - thereafter 100% penalty.

#### **5. Changes due to force majeure**

The School reserves the right to modify programmes, teachers, and schedules for organisational reasons related to force majeure, while guaranteeing the recovery of booked lessons within a maximum period of 180 days. If recovery is not possible, the Company shall refund the undelivered lessons proportionally.

#### **6. Liability and insurance**

The Company declines all responsibility for theft, loss, or damage to persons or property. Participants are required to have adequate insurance coverage (health, accident, and personal liability insurance).

#### **7. Recording and use of images**

a) Any audio or video recording is prohibited without the prior consent of the School and the participants involved.

b) The use of images and videos for promotional purposes by the Company and the School is subject to the signing of a specific release form. For minors, authorisation from a parent or legal guardian is required.

#### **8. Personal data protection**

a) Lingue e Studio Sagl, as data controller, collects and processes participants' personal data exclusively for purposes connected with the organisation and delivery of services offered by StL WeSpeak Scuola di Lingue Lugano, as well as for administrative, accounting, and legal obligations.

b) Processed data may include, by way of example: personal details, contact information, course-related information, as well as data necessary for organising accommodation and ancillary activities.

c) Data processing is carried out in compliance with the applicable Swiss data protection legislation (in particular the Federal Act on Data Protection – FADP).

d) Data may be communicated to third parties exclusively to the extent necessary for the provision of services (e.g. accommodation providers, organisational partners, competent authorities), in compliance with legal obligations.

e) Participants have the right to access, rectify, and, where applicable, request deletion of their personal data within the limits provided by law.

f) Data shall be retained for the period necessary to fulfil the above-mentioned purposes and the Company's legal obligations.

#### **9. Visas, permits and administrative obligations**

a) Participants are responsible for complying with regulations concerning entry, stay, and permits within Swiss territory.

b) It is the sole responsibility of the participant to obtain prior information from the competent authorities regarding:

- visa requirements,
- maximum duration of stay,
- any administrative or health-related requirements.

c) The School and the Company may provide informational support and documentation relating to enrolment (e.g. confirmation of registration), but do not guarantee in any way the issuance of visas or permits.

d) In the event of visa refusal or inability to enter Swiss territory, the cancellation conditions set out in Section 4 shall remain applicable.

#### **10. Applicable law and jurisdiction**

All legal relationships shall be governed by Swiss law.