

# GENERAL CONDITIONS

## 1. Coverage

The General Conditions apply to all in-house and on-site training courses. Certain categories of training courses are also subject to the "Special Conditions". All "General Conditions" are considered to be part of the "Special Conditions" unless explicitly stated.

The parties contractually engaged for a training course are on one hand the physical person or entity that registers for a training course (hereafter "the Client") and on the other hand IT Training Academy SA (hereafter "IT Training Academy SA").

The person physically attending a training course is considered a "Participant".

If the Client is not the Participant, it is the Client's responsibility to obtain from the Participant all terms and conditions governing training provided by the IT Training Academy SA.

## 2. Quality Charter

All IT Training Academy SA employees have signed the IT Training Academy SA Quality Charter. Clients can request a printed copy.

## 3. Courses and Course Content

IT Training Academy SA's website [youlearnIT.ch](http://youlearnIT.ch) contains the catalogue of training courses offered by IT Training Academy SA. The catalogue, whether in its on-line or printed form, can be modified at any time without notice. IT Training Academy SA does not guarantee that it is free of errors or omissions. Only documents that are signed by the Client and IT Training Academy SA are contractually binding.

Specifically tailored training courses that are presented to a Client are valid for a period of 30 (thirty) days, except when otherwise stated. All prices are in Swiss Francs (CHF).

## 4. Registration

By registering for a training course, the Client acknowledges that he accepts the pre-requisites, the General Conditions and, when applicable, the Special Conditions.

- a. Registration must be done in writing, by email or on the [youlearnIT.ch](http://youlearnIT.ch) website.
- b. A Confirmation Email is sent to the Client.
- c. A Personal Invitation is sent to the Participant.
- d. An invoice detailing payment terms and deadlines is sent to the invoicing contact/address.

Registrations are only considered acknowledged when IT Training Academy sends a Confirmation Email. This applies to any electronic registration, either via email or [youlearnIT.ch](http://youlearnIT.ch).

Registrations are considered effective only if payment is received by IT Training Academy by the deadline stipulated in the invoice, whether payment is made in lumpsum or in

instalments. Late payment of a lumpsum or first instalment will result in the automatic cancellation of the registration.

## 5. Payment

Payment can be made in cash (CHF) at the IT Training Academy S.A. administrative office. In order to avoid any misinterpretation of the provisions pertaining to VAT, all services charged by IT Training Academy SA will be subject to VAT, with the exception of training services provided to clients who are unable to recover VAT.

The Client agrees to pay the full price of the service to IT Training Academy, whatever the chosen method of payment (single or in installments), even in the event that the training course is cancelled, interrupted or discontinued by the Client or its Participant.

## 6. Cancellation Policy

No cancellation fee is applied if the Client, or Participant, cancels or postpones his registration in writing at least 21 days before the start of the training course.

For cancellations made

- **Less than 21 days** prior to the commencement of the training course: 25% of the amount of the training is charged;
- **Less than 14 days** prior to the commencement of the training course: 50% of the amount of the training is charged;
- **Less than 7 days** prior to the commencement of the training course: 100% of the amount of the training is charged;
- **In case of non-attendance:** 100% of the amount of the training is charged.

In case of "Force majeure", which must be justified, written cancellation or postponement is only legally valid after acknowledgement by IT Training Academy SA. The Client may then replace the original Participant for the entire course at no extra cost. The new Participant must sit for and pass any pre-evaluations if so required by the Training Course.

IT Training Academy SA reserves the right to cancel a training course in case of force majeure, in which case IT Training Academy SA will replace the course at no extra cost.

## 7. Training Venue

Training courses can take place in the following places:

- **On the IT Training Academy SA premises in Geneva**, route de Jeunes, 35, 1227 Geneva;
- **On the IT Training Academy SA premises in Lausanne**, rue des Côtes-de-Montbenon, 16, 1003, Lausanne ;
- **On Client premises**, according separate agreements between IT Training Academy SA and the Client. If the training courses are conducted on the Client's premises, the Client commits to providing fully-equipped and dedicated training facilities. IT Training Academy SA reserves the right not to provide the training course if the technical environment is not adequate.

IT Training Academy SA can also equip and configure the Client's training facilities based on a specific separate contractual agreement between the Client and IT Training Academy SA.

## 8. Trainers

IT Training Academy SA provides trainers with required skills for each training course.

IT Training Academy SA reserves the right to replace a trainer at any time during a training course, in which case full payment of the course is still due.

IT Training Academy SA reserves the right to use third-party trainers.

## 9. Training Material

When specifically stated course material may be included in overall fees. Otherwise, physical or electronic training material is charged separately (if they are available).

Training material is solely for the Participant's personal use and remains the intellectual property of IT Training Academy SA and the Author. Infringement of the intellectual property is the Client's / Participant's responsibility.

## 10. Evaluation Form

In order to continuously improve the quality of our training services, IT Training Academy SA can request the Participant to fill-in an evaluation form on the course and on the trainer.

## 11. Certificates of participation

A certificate of participation can be delivered upon request, provided that the Participant has attended a sufficient number of courses.

## 12. Certification

Certification is only delivered by the course publisher (i.e.: Microsoft, Cisco, VMware, etc.) after successful completion of the exam in IT Training Academy SA's test centre which is Prometric, Vue and ICDL accredited. Unless otherwise expressly stated, test fees must be paid by the Participant before taking the test.

## 13. Schedule

Opening hours are as follows:

- Monday to Friday, from 8:30 to 18:30;

The usual duration of a training course is 6 hours:

- From 9:00 to 12:00 and from 13:30 to 17:00, with two 15 minute breaks;

Evening classes last 3 hours and are held:

- From 18:00 to 21:15 with one 15-minute break.

## 14. Minimum presence and absence management

The Participant agrees to attend training sessions regularly and to be punctual. The participant will directly inform the Trainer or IT Training Academy SA of any absences. A Participant may not obtain his certificate if he was not sufficiently present at the training course (see 11).

## 15. Code of Conduct

If the Client is not the Participant the former is responsible for ensuring that the Participant respects the points listed in the code of conduct. IT Training Academy SA reserves the right to expel Participants for non-compliance to any point in the list below in which case full payment of the training course is still due.

- Smoking is prohibited inside IT Training Academy SA premises.
- Eating and drinking are not permitted in the training rooms - a cafeteria is available.
- Mobile phones must be either on silent or turned off.
- IT Training Academy SA's Internet access must not be misused, especially to access any illegal or inappropriate web sites or to copy any protected software.
- Participants must not damage or destroy any material or equipment on IT Training Academy SA premises;
- Participants must conduct themselves appropriately, and with the right attitude, towards the Trainer;
- Participants must respect all rules displayed on IT Training Academy SA's premises.

## 16. Virus Prevention and liability

IT Training Academy SA does its best to maintain a virus-free environment but gives no absolute guarantees to this effect. Should participants copy sample files from IT Training Academy SA computers, IT Training Academy SA cannot be held responsible for any damage and or information loss due to viruses.

It is strictly forbidden for Participants to introduce any electronic files that may contain viruses into IT Training Academy SA's equipment.

The Client and Participant are jointly responsible for viruses introduced to IT Training Academy SA's equipment.

## 17. Expulsion

IT Training Academy SA reserves the right to expel Participants from a training course for non-compliance to any IT Training Academy SA rule.

In this case, IT Training Academy SA will not refund course fees.

## 18. Modification and Validity of Conditions

Conditions specific to a contract supersede the present General Conditions. In case of contradiction, the signed contract takes precedence.

IT Training Academy SA reserves the right to modify the General Conditions and pricing on the web site [youlearnIT.ch](http://youlearnIT.ch) without notice. However, terms and pricing for previously signed contract agreement or submitted registration remains valid.

## 19. Privacy

IT Training Academy SA will respect the private and confidential nature of personal information provided by the Client and Participant, according to applicable privacy protection legislation.

## SPECIAL CONDITIONS

**20. Insurance**

IT Training Academy SA is insured against any physical or material damages caused by third parties. However, Participants are not considered as third parties and must have the appropriate insurance coverage.

**21. Responsibility**

The Client and Participant are jointly responsible for any damage caused by a Participant.

IT Training Academy SA does not accept responsibility for anyone acting as a result of information or views expressed on its training courses including course material. Opinions expressed are those of individual trainers and not necessarily those of IT Training Academy SA.

**22. Applicable law and jurisdiction**

This Agreement and the relationship between the Parties arising in terms thereof shall be governed by and construed in all respects in terms of Swiss Law and under the jurisdiction of the Canton of Geneva.

**1. “Calendar” Courses**

IT Training Academy SA reserves the right to cancel a scheduled course if the minimum number of participants is not met. In such cases, IT Training Academy SA will propose an adequate alternative (e.g., alternative date).

In case no alternative can be proposed, registration fees will be fully refunded to the Client.

**2. “Corporate” Courses**

Corporate courses are specifically organized for the Client and are subject specific contractual conditions which supersede these General Conditions.

**3. Long-Term Training**

Whenever feasible, a preliminary interview of a potential Participant will be done by an experienced trainer or training professional to assess the Participant's ability to follow the training course.

Pre-requisites (level of knowledge), motivation, training objectives and general conditions will be evaluated.

For long-term training, two payment options are available: one-time or instalments. The latter option is only available for Clients or Participants who have a legal address in Switzerland.

Clients paying in instalments must strictly adhere to the payment plan or they (or their Participants) will not be allowed to continue attending the course.

IT Training Academy SA reserves the right to cancel a contract with immediate effect if there is a delay in payment of more than 15 calendar days.

The full payment for the entire course will still be due.

All courses recognised by OCE (Office Cantonal de l'Emploi) are subject to a specific procedure.

Candidates must obtain the endorsement of their adviser.