

General Terms and Conditions (GTC) of Mindflorish Eichenberger Tutoring



hereinafter referred to as "the Company."

For reasons of readability, the masculine form is used in this document. However, it applies to persons of all genders.

The Company provides educational services through its business owner and other individuals in the form of tutoring, homework assistance, exam preparation, and language courses in the subjects of German, Mathematics, NMG (Nature, Man, Society), and English (hereinafter referred to as "lessons") to children and adults (hereinafter referred to as the "client"). In the case of minors, their legal guardians are considered the clients.

1. 1. Payment Terms

Booked lessons are binding. Payment for all lessons is due in advance or no later than on the day the lesson is taken, unless otherwise agreed. Payment can be made in cash, via TWINT, or by transfer to the company's bank account. Payment is considered overdue immediately after the lesson is taken. A lesson is only considered excused if the company or the business owner is notified orally, in writing, or through electronic communication (including WhatsApp or email) at least 24 hours before the start of the lesson. Unexcused or late-cancelled lessons will be fully charged and must be paid immediately. In exceptional cases (e.g., accident, serious illness with a doctor's note), the company reserves the right to consider later cancellations.

In the event of late payment, a fee of CHF 10.– per reminder will be charged. The company reserves the right to suspend further booked lessons after the third reminder until full payment has been made, and to initiate legal action against the defaulting client.

2. Offer & Duration

A lesson lasts 50 minutes. For double lessons, the instruction lasts 1 hour and 50 minutes. The remaining 10 minutes are reserved for summarizing the content and, upon request, for brief feedback to the legal guardians, as well as for transitioning to the next client. Lessons booked at short notice (two days or less in advance) or on weekends are considered "emergency lessons" and are subject to a different pricing rate. The maximum group size per lesson is 3 people. The company reserves the right to accept larger groups per lesson in individual justified cases. If 2 to 3 clients have booked one or more group lessons together and the number of participants decreases to a single person, that person may continue to participate at the regular individual rate or the lesson will be canceled.

The company also offers 5-lesson and 10-lesson packages. Packages must be used within 7 weeks or 12 weeks (during the school holidays of BS/BL, the package duration is paused). Individual agreements on longer package durations in case of unexpected circumstances are reserved.

Clients who purchase packages have priority when scheduling lessons.

3. Prices

Standard lesson tutoring/homework assistance/exam preparation/language courses:

- Single lesson (50 minutes): CHF 70.–
- Double lesson (1h 50 minutes): CHF 140.–
- Group lesson (2 people, per person, 50 minutes): CHF 40.–
- Double lesson (2 people, per person, 1h 50 minutes): CHF 80.–
- Group lesson (3 people, per person, 50 minutes): CHF 30.–
- Double lesson (3 people, per person, 1h 50 minutes): CHF 60.–

Emergency lessons:

- Single lesson (50 minutes): CHF 100.–
- Double lesson (1h 50 minutes): CHF 200.–
- Group lesson (2 people, per person, 50 minutes): CHF 55.–
- Double lesson (2 people, per person, 1h 50 minutes): CHF 110.–
- Group lesson (3 people, per person, 50 minutes): CHF 45.–
- Double lesson (3 people, per person, 1h 50 minutes): CHF 90.–

Packages:

- 5-lesson package (5x 50 minutes): CHF 350.–
- 5-lesson double lesson package (5x 1h 50 minutes): CHF 700.–
- 10-lesson package (10x 50 minutes): CHF 700.–
- 10-lesson double lesson package (10x 1h 50 minutes): CHF 1'400.–

Package prices for groups are available upon prior agreement.

4. Absence from Lessons Due to Holidays

Holidays must be communicated in writing at least two weeks in advance. This applies to both clients and the business owner of the company. Packages are paused during the school holidays of BS/BL.

5. Termination by Clients

If a client has booked lessons for an extended period (packages or regular lesson bookings), the client can terminate the contract with a two-month written notice. If this notice period is not observed, the costs for the remaining two months will be fully charged.

6. Termination by the Company

The company reserves the right to terminate the contract at any time without notice. If the termination is for important reasons, there is no entitlement to a refund of lessons already paid for. Important reasons include, among others, serious disciplinary offenses, criminal actions by the client, or disruption of lesson operations.

7. Insurance & Liability

Clients are responsible for ensuring adequate insurance coverage. The company accepts no liability for loss or theft of items that a client brings to the company or that belong to the company. Clients are solely responsible for any damages that occur on the way to or from lessons. The company is not liable for physical injuries or damages caused by third parties.

8. Force Majeure

In the event of force majeure (e.g., fire, natural disasters, epidemics/pandemics, failure of public infrastructure, government orders, or strikes), the company is entitled to partially or completely cease the service without any claim for compensation or reimbursement.

9. Data Protection

The company commits to treating all personal data confidentially and not disclosing it to third parties unless there is a legal obligation to do so.

10. Jurisdiction

Swiss law applies. The place of jurisdiction is Arlesheim BL.

11. Price Changes / Changes to the General Terms and Conditions

The company reserves the right to make price changes as well as other amendments to the General Terms and Conditions at any time. These will be communicated to clients in a timely manner. The current version of the General Terms and Conditions applies.

12. Effective Date

These General Terms and Conditions come into effect on October 15, 2024.

Mindflorish Eichenberger-Nachhilfe

Business owner: Nicole Eichenberger

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