

General terms and conditions for courses

1. Scope

These general terms and conditions for courses shall apply to all courses organized and held by “apoint translations” (referred to hereinafter as “apoint”). Any other specific terms and conditions that the client / course participant and apoint may have negotiated shall, however, have priority. Such specific terms and conditions shall only apply if made in writing.

The client, in placing an order with apoint, and the participant, in registering for a course, recognize these general terms and conditions for courses as binding.

If any provision or any part of any provision in these general terms and conditions for courses for any reason is found to be or becomes partly or wholly invalid, this will not affect the validity of other parts of the particular provision or other provisions, which shall all remain fully effective. In this event such invalid provision shall be replaced with a version which is formally valid and which most closely approximates to the original in terms of content and purpose.

2. Rates

Courses will be invoiced according to the rates applicable at the time the order is placed; these are published on our home page. We reserve the right to modify our rates as and when we see fit. Special rates deviating from our standard rates may in special cases be negotiated and agreed with the client / course participant.

3. Inquiries / course registration

Inquiries / course registrations can be submitted to apoint by e-mail, telephone, post, or fax. Apoint will confirm receipt of the order / course registration by e-mail, telephone, or fax. It is only with this confirmation that apoint actually accepts the order / course registration as binding.

4. Course language

Courses will normally be held in German.

5. Copyright

The course documentation that apoint distributes for courses may be in written hardcopy and / or in electronic form. This documentation may be used by participants for their own use (i.e. in using the program for which training was provided); however, neither this documentation nor any excerpts from it may, without express prior written consent from apoint, be put to any other use.

6. Cancellation of the course by apoint or non-attendance by the participant

If apoint considers the number of participants registered for a course to be insufficient or if for other reasons the course cannot be held (e.g. as a result of illness) apoint reserves the right – up until the evening preceding the starting date – to postpone or cancel the course. A

participant unable for some reason to attend a course must inform apoint at the earliest possible opportunity. If a participant notifies apoint of non-attendance on the day the course starts apoint reserves the right to invoice the participant for half the normal charge.

7. Force majeure

Apoint accepts no liability for any loss or damage incurred during the course that can be attributed to "force majeure", e.g. power failure, communications or transmission interruptions, or natural events.

8. Terms of payment

The client / participant will receive an invoice after the course has been completed. All invoices issued by apoint shall be due for payment net within 30 days. Apoint reserves the right to request payment in advance.

9. Venue for jurisdiction / Applicable law

Venue for jurisdiction for any disputes arising from the contractual relationship shall be Olten, Switzerland. Swiss law shall apply.

10. Original text

These general terms and conditions for courses are available in the German original and in Dutch, English, and French translations. In case of doubt the original German version shall be decisive.