

General terms and conditions of business

Valid from 01.09.2020 until revoked, replaces all previous versions

The following general terms and conditions (hereinafter referred to as "GTC") apply to the legal relationship between the company spa Agentur für Sicherheit & Schutz GmbH (hereinafter referred to as "spa") and its clients and serve as a clear regulation between spa and the client. All services and products are fully subject to these terms and conditions unless they have been amended or supplemented by written agreements. These are valid therefore also for all future business relations, even if they are not expressly agreed again.

1. Scope and Applicability

These terms and conditions come into effect from the time you register for a course. The access codes are acquired on the basis of a contract between you as the user and the spa as the operator of the online training platform. Purchasing an access code enables access to the online courses to the extent specified in the product description. On request and for a separate fee, you will receive personal support to accompany the courses.

2. Purchase of Access Codes and Prizes

By registering for a course, you confirm that you will pay the course fees in full in advance. Before purchasing the access codes, you will be asked to provide your personal details. After the course fee has been transferred, you will receive your access code consisting of your login name and password by e-mail, so you can use the online training platform. All prices include VAT.

3. Registration for the online training platform

Registration on the online training platform is required to access the courses. Registration is done by accessing the relevant link on the e-mail with which you receive your access code.

4. Access to eLearning Services

The courses can be called up no later than 7 working days after receipt of payment of the course fees or successful registration as part of the registration on the online training platform with the access code. Course availability is limited. During the period of use, the defined course content of the individual courses can be called up.

5. Availability and Maintenance

We strive to make the courses available to you without disruption. Possibilities of use may be interrupted due to possible restrictive circumstances. This can also lead to data loss under certain circumstances. Absolute availability of the training platform, courses or data of any kind is expressly not guaranteed. Due to announced or unannounced maintenance work on the platform, access can be interrupted for a longer period.

6. Use Rights

You may only use all course content on the specified spa online training platform. Copying or duplicating any course content or commercial use is prohibited and will be prosecuted. All content published on the online training platform and within the courses, such as texts, images, graphics, sound, video and animation files as well as databases, are the property of spa.

7. Violations

In the event of a breach of these GTC, the right is reserved to temporarily block the user, to exclude him completely and permanently from further use and/or to report the violation. In such a case, there is no entitlement to reimbursement of the fee.

8. Support

The spa guarantees appropriate support within 7 working days, exclusively via the interactive chat function on the platform, during office opening hours, Monday - Friday, 8 a.m. - 5 p.m., excluding public holidays.

9. Applicability of courses and examinations

Cancellations will not be reimbursed. Postponements can only be postponed free of charge if a justifiable reason (e.g. medical certificate) is presented, otherwise an administrative fee of CHF 80.00 is charged. Course language changes are possible for an administrative fee of CHF 80.00. The following are excluded: Anyone who uses unauthorized aids, who violates these GTC or the examination discipline, who does not follow the instructions of the instructor, who tries to deceive during the examination, who does not log in for more than 30 days. Repetitions are permitted for an examination fee of CHF 280.00. Certificates can be reordered for CHF 80.00. Appeals must be submitted by registered mail within 10 working days of the examination date and will be processed immediately after receipt of the processing fee of CHF 50.00. All taxes and fees are paid exclusively in advance.

10. Liability and Warranty

The courses are provided without warranty of any kind, either express or implied. All warranties regarding merchantability, suitability for specific purposes or non-violation of laws and patents are also excluded. Although we assume that the information provided is accurate, it may contain errors or inaccuracies. The courses are for informational purposes only and to support your independent learning. The spa also has no influence on how the content offered here is used by the user and can therefore not be held liable for any damage incurred, lost benefits or other direct or indirect consequences arising from the use of the content offered here.

11. Governing Law and Jurisdiction

Only Swiss law is applicable. The place of jurisdiction for both parties is the District Court