

Definitions:

- “Company” shall mean Academic Language Services GmbH, Schaffhauserstrasse 550, 8052 Zurich, Switzerland
- “Client” shall mean any natural or legal person ordering work or services which the Company shall supply.
- “Work” shall mean any language, editing, proofreading, editorial, teaching, coaching or other service provided by the Company.
- “Source Material” shall mean any documents, files, materials information provided by the Client for the sake of Work being performed by the Company, in written form, electronic format, verbally or otherwise.

1. Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply between the Company and the Client.
- 1.2. The GTC are subject to change at any time.
- 1.3. If no provisions are provided in these GTC, the relevant provisions of the Swiss Code of Obligations shall apply.

2. Legal Structure and Purpose of the Company

- 2.1. Academic Language Services GmbH is a limited liability company registered and based in Zurich, Switzerland.
- 2.2. The purpose of the Company is to provide academic and related language services, including editing, proofreading, editorial advice and coaching, as well as the development and sale of instructive material for language teaching.
- 2.3. The Company may perform any commercial, financial or other activity directly or indirectly related to the purpose of the Company.

3. Quotations and Contracts

- 3.1. Verbal quotations given by the Company are for guidance only and are not binding.
- 3.2. Unless otherwise agreed, written quotations remain valid for 20 days from the date stated on the quotation.
- 3.3. Quotations accepted by email or in any other written form shall be treated as a formal order and thus as a contract between the Client and the Company.
- 3.4. The Company shall reserve the right to amend a quoted amount if changes and/or additions to the Source Material are subsequently requested by the Client. Additional costs resulting from this shall be agreed to between the parties.

4. Price and Payment

- 4.1. All prices are exclusive of VAT.
- 4.2. Quotations shall always be in Swiss francs and payments must be received in Swiss francs in the agreed amount.
- 4.3. All bank and other transaction charges must be paid by the Client.
- 4.4. Unless otherwise agreed, payment for Work performed by the Company shall be made by the Client within 20 days of the invoice date.
- 4.5. In some cases, the Client may be requested to pay in advance in whole or in part for Work to be performed.
- 4.6. A refund shall only be available if an advance payment was made for a contract that was later cancelled without whole or partial delivery of the Work. No refund is available in any other circumstance.
- 4.7. Failure to pay an invoice by the due date shall entitle the Company to suspend all current and future Work and to pursue breach of contract.

5. Completion and Delivery of Work

- 5.1. The Company is committed to doing its utmost to perform and deliver Work diligently and in a timely fashion.
- 5.2. A delivery date between the Company and the Client shall be considered binding only when agreed in writing by the Company and provided no amendments or additions are subsequently made thereto by the Client. In all other circumstances delivery dates are approximate and subject to reasonable variation.
- 5.3. No form of delay shall entitle the Client to refuse delivery of performance, reject the contract, request for any kind of compensation, defer or refuse payment.
- 5.4. The form and format of delivery of the Work shall be agreed in advance by the parties. Any delivery charge shall be payable by the Client.
- 5.5. The Company shall accept no liability to the Client for Work lost or damaged in transit.
- 5.6. The Company shall not be liable to the Client if the chosen form or format of delivery is faulty or unusable.
- 5.7. The Company is not responsible for any negative outcomes associated with the use of the Work.

6. Duties and Obligations of the Client

- 6.1. The Client shall supply all necessary Source Material to the Company and grant sufficient time for the Company to perform and deliver the agreed Work.
- 6.2. The Client has full and sole responsibility for the correctness, accuracy, unambiguity and legibility of the Source Material.

- 6.3. The Client is responsible for the content and authenticity of the Source Material and for any implications of making changes to these materials.
- 6.4. The Company shall have no liability for loss of or damage to the Source Material. The Client shall, at his/her/its own expense, keep duplicates, copies and backups of the Source Material.
- 6.5. The Client guarantees that the Source Material does not present any direct or indirect infringement to the property or intellectual property rights of third parties, and that any copyright arrangements, licences and third-party permissions needed to publish or otherwise disseminate have been obtained.
- 6.6. The Client gives permission to the Company to use and store the Source Material for the purpose of performing and providing the Work.
- 6.7. The Client fully acknowledges that Source Material or Work submitted via the Internet cannot be warranted to be free from defects or risk of interception, even if transmitted in encrypted form. The Client acknowledges, furthermore, that the Company accepts no liability whatsoever for loss, damage, corruption or interception of any Source Material or Work.
- 6.8. Any concerns or complaints that the Client may have after receiving the Work must be presented to the Company in writing and in detail within five working days of receipt of the Work. Thereafter, a complaint will be deemed and treated as invalid.

7. Duties of the Company, Privacy and Confidentiality

- 7.1. The Company is committed to performing the Work with utmost care and professionalism.
- 7.2. The Company shall protect the confidentiality of all Source Material provided by the Client and the privacy of the Client in relation thereto. However, the Company can accept no liability for any breaches of privacy or confidentiality committed by others.
- 7.3. Unless express permission is given by the Client, the Company shall not use, share or disclose the Source Material other than to perform the Work. This term shall not apply to information in the Source Material that is publicly available at the time of being supplied and shall no longer apply if such information becomes publicly available in the future by no fault of the Company.
- 7.4. The Company shall not disclose, share or pass on any information regarding the Client, such as name, contact details, affiliations or bank details, with other parties without the Client's express consent.
- 7.5. In the event that consent is given to the Company by the Client to disclose or share the Source Material with other parties, the Company shall accept no liability for any actions or breaches of privacy or confidentiality committed by other parties.

8. Property and Intellectual Property Rights

- 8.1. All Source Material and any other property made available to the Company by the Client remain the property of the Client (or the Client's licensors), as do existing copyrights pertaining to them. However, for the duration and purpose of performing the Work for the Client, the Client shall grant express permission to the Company to store and use the Source Material and any other property made available to the Company by the Client.

General Terms and Conditions - Academic Language Services GmbH

- 8.2. The Source Material and any other property supplied to the Company by or on behalf of the Client shall be worked on and held at the Client's risk.
- 8.3. With payment in full by the Client to the Company for the Work performed, the Work as well as all copyrights and other intellectual property rights pertaining to the Work, in particular the right to reproduce, disseminate, alter, edit, present, make visible and make accessible, shall be assigned to the Client.

9. Force Majeure

- 9.1. The Company shall make every possible effort to carry out the contract and deliver the Work.
- 9.2. If failure to do so is due to any cause beyond the Company's reasonable control, including but not limited to an Act of God, war, labour dispute, fire, flood, legislation or other cause, its due performance shall be subject to cancellation by the Company, in any and all cases without liability to the Client.
- 9.3. At no time will such an event give rise to any form of compensation.

10. Additional Provisions

- 10.1. If any of the provisions of these General Terms and Conditions proves to be ineffective, this will not affect the remaining provisions hereof. In this case, the contracting parties shall endeavour to replace the ineffective provision with an effective one that comes as close as possible to the purpose intended with the ineffective provision.
- 10.2. The parties shall undertake to settle any disputes concerning the formation, interpretation and fulfilment of the Work and any contract related thereto by negotiation if possible.
- 10.3. If no settlement can be reached by negotiation, the dispute shall be settled via ordinary legal proceedings.
- 10.4. These General Terms and Conditions are subject to Swiss law. The court of jurisdiction for any legal disputes is the city of Zurich, Zurich 11, Switzerland.