



BELLA VISTA

INSTITUTE OF HIGHER EDUCATION

General Terms and Conditions

BELLA VISTA INSTITUTE OF HIGHER EDUCATION
SWITZERLAND AG



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1 INTRODUCTION

These General Terms and Conditions are an integral part of the school contracts (Application, Acceptance Letter, Invoice, Deposit Invoice, Scholarship Agreement, Student Handbook), which the student and/or their legal representatives, if the student is a minor, conclude with the Bella Vista Institute of Higher Education Switzerland AG by signing them in each case.

2 CONTRACT PARTIES

The contracting parties to the school contract are, on the one hand, the student, in the event of there being a minor, their legal representatives, and on the other hand, Bella Vista Institute of Higher Education Switzerland AG (from now on referred to as "BVIS"), St. Josefsweg 15, 6460 Altdorf.

The legal representatives are jointly and severally liable for the obligations they enter into through this school contract. Any subsequent change of civil status does not cancel this joint and several liabilities.

This liability continues beyond the age of the majority of the student. This also counts if third parties pay the school fees.

3 ENROLMENT

BVIS is an inclusive school that accepts students without discrimination of origin, gender, nationality, ethnicity, or religion.

3.1 ADMISSION REQUIREMENT

The contract is concluded by the student or their legal representatives signing the school contracts as indicated above.

After the school fee has been paid in due time, BVIS secures the seat. BVIS can withdraw from the contract if the payment is not made on time.

If the student does not take up the reserved seat although the enrolment fee has been paid, there is no entitlement to a refund of the enrolment fee. In addition, BVIS may claim compensation for its expenses.

4 TUITION FEES AND PAYMENT

The school fees are collected according to the invoice.
Additional costs, such as external examinations and certificates are not included in the school fees.



5 REFUND

5.1 ENROLMENT FEE

The enrolment fee of CHF 1'500 is non-refundable.

The enrolment fee ensures a place is reserved on the selected program and is deducted from the total school fees. The enrolment fee is refundable only in case of VISA refusal.

5.2 REFUND FOR NEW STUDENTS

Refund of invoice (without deposit) for new students before arrival:

60 days before school starts	100%
59 to 50 days before school starts	75%
49 to 40 days before school starts	50%
39 to 30 days before school starts	25%
29 to 0 days before school starts	0%

5.3 REFUND EXISTING STUDENTS

Refund of the paid invoice (without deposit) for existing students is regulated in point 6, "Termination of contract".

No refund will be given to students expelled from the school for disciplinary incidents, unsatisfactory academic performance, or who leave the school voluntarily.

5.4 SCHOOL HOLIDAYS

Tuition is not reduced for students absent during public holidays or for any other reason. The school is closed during the school holidays. The tolerance period for arrival and departure during holidays, which does not have to be paid, is three days. In exceptional cases and after consultation with the school, permission to stay at the school during school holidays may be granted. The duration of the stay will be charged in a separate invoice.

5.5 SCHOLARSHIP/FINANCIAL AID

A scholarship or other financial support and its requirements are regulated in the separate individual school contract "Scholarship Agreement". Scholarships will only be awarded to students who complete the entire academic program selected.

If severe disciplinary breaches, poor academic performance, negative attention, or the student voluntarily leaves school early, BVIS may cancel the scholarship agreement and reclaim the amount paid out to date.

5.6 DEPOSIT

The deposit is CHF 1'500 and must be paid in advance. It covers any damage and costs caused by the student during their entire school course at BVIS or if the student fails to pay their outstanding invoices. The deposit will be refunded within 90 days of leaving school. If a



student leaves the school voluntarily or is expelled, their outstanding invoices will be deducted from the deposit and refunded within 90 days of leaving the school.

If part of the deposit is used for such expenses, the total amount of CHF 1'500 must be paid by depositing the difference within 10 days of notification.

5.7 TERMS OF PAYMENT AND DELAY IN PAYMENT

School fees are charged annually and must be paid in full before the start of the school year. The school fees for the next school year are collected before 15 May each year.

BVIS reserves the right to commission a collection agency to collect the school fees in the event of late payment. The corresponding reminder fees and collection charges, including interest on arrears of 5%, will be invoiced.

In the event of non-payment of school fees, the student is not entitled to enter the campus and attend classes.

5.8 EXCEPTIONS

If a student must cancel before the beginning of the term due to VISA refusal (proof is required), the full school fees (including the enrolment fees) paid will be refunded minus an administrative charge of CHF 250. BVIS must be informed in writing of the cancellation.

If you a student must cancel during the term for valid, exceptional reasons (approved by BVIS management) and wants to return at a later intake, the fees paid, which have not been "consumed," will be transferred to the next term minus an administrative charge of CHF 250. This case will be treated as a deferral.

5.9 DEFERRAL

If a student chooses to defer your commencement date before the beginning of the term, full school fees paid will be transferred to the next intake. However, the student will have to pay the published school fees for the chosen intake, if there is a difference.

If, after deferring the studies for any program, a student decides to cancel, the full school fees paid will not be refunded and be kept as a lump sum indemnity.

Students are allowed to defer their enrolment to the next available intake, but may do so only on two occasions within the same academic program. After two deferrals, BVIS will cancel the student's application.



6 TERMINATION OF CONTRACT

6.1 ORDINARY TERMINATION OF CONTRACT

The school contract can be terminated in due time by giving written notice, latest within 60 days prior to the new term start.

Cancellations given verbally, by telephone or digitally are not valid. If no notice of the stated termination dates is given, the student's enrolment for the next term is automatically renewed.

6.2 TERMINATION NOT IN DUE TIME

Suppose written notice of termination is given after the ordinary termination dates, i.e., less than 60 days before the new term starts. In that case, BVIS will charge compensation under Point 5.3, "Refund for existing students". Tuition fees paid after the termination deadline will not be refunded.

6.3 EARLY WITHDRAWAL DURING THE SEMESTER

If the student withdraws prematurely in the course of the semester, BVIS must be informed of this in writing by the contract holder in advance. There is no entitlement to a refund under Point 5.3, "Refund for existing students".

6.4 EXTRAORDINARY TERMINATION OF CONTRACT BY THE SCHOOL

BVIS may terminate the school contract with immediate effect and without notice if:

- the students fail to achieve the academic requirements and are therefore not promoted to the following semester or school year.
- the student has committed a serious disciplinary or criminal offence or grossly violated the school rules.
- if a student suffers from mental health or other infectious disease and cannot remain in school.
- the student is repeatedly absent without excuse despite a written warning.
- the school fees are not paid despite a reminder.

7 PUBLICATIONS AND INTERNET

The school, in an appropriate form, may publish photographs and work of the student.

If the student or their legal representatives do not agree to publication, they must inform the school in writing.

8 INSURANCE

The school is committed to ensuring students' safety and integrity at school.

BVIS is not liable for loss or damage to personal belongings. BVIS accepts no responsibility for damage to personal property caused by theft or other circumstances.



8.1 SICKNESS AND ACCIDENT

Health and accident insurance is mandatory for all students staying in Switzerland. The insurance certificate must be valid in Switzerland. BVIS reserves the right to request proof of insurance at any time. Outstanding invoices for a student's health insurance premiums will be settled via the deposit account to avoid a break in cover.

BVIS is entitled to take any action it deems necessary to protect the health and well-being of the student. Parents expressly authorise BVIS to take all essential measures required for medical care for the student, and parents, agree to pay the relevant costs if not covered by their insurance.

8.2 THIRD-PARTY DAMAGES

The school is not liable for the consequences of accidents resulting in personal injury or damage to property caused by students.

BVIS is not liable for bodily injury or damage to property caused to the student by third parties, nor for loss or theft of property brought into the school.

9 LEGAL REPRESENTATIVE

A student under the age of 18 is considered a minor in Switzerland.

The legal representatives grant BVIS the authority to carry out necessary acts of representation on behalf of the minor, provided they are required for the minor's parenting.

10 TEACHING TIME AND SCHOOL HOLIDAYS

The school management sets the teaching times and timetables, and informs the student and their legal representatives in writing at an appropriate time.

BVIS will communicate the school holidays and calendars in an appropriate form before the start of the semester.

11 SCHOOL ABSENCES AND DISPENSATIONS

The student or their legal representatives are obliged to inform the school of their absence by telephone or in writing in case of illness.

Other requests for absence, which are not due to illness or accident, must be submitted in writing to the school management in due time.

12 FINAL PROVISIONS

12.1 SEVERABILITY CLAUSE

Should any provision of the school contract or the General Terms and Conditions be invalid, this shall not result in the whole being invalid. Instead, the invalid provision shall be replaced



by a valid provision that comes as close as possible to the contracting parties' intention. There are no verbal subsidiary agreements.

12.2 JURISDICTION/APPLICABLE LAW

The place of jurisdiction for any disputes arising from the school contract is Altdorf/Canton Uri. BVIS also has the right to sue the student or their legal representatives at their residence. Swiss law applies, in particular, to the provisions of the Swiss Code of Obligations and the other relevant conditions.

The provisions of these General Terms and Conditions are an integral part of the school contract. The contracting parties declare that they have read and taken note of them. The German version shall apply.

13 . OTHER POINTS

The school also reserves the right to alter dates, fees, location, curriculum, or class hours without prior notice. We can provide a complete set of the school rules and regulations upon request.