

The latest version of the GTC can be viewed at any time on www.sirmed.ch.

Art. 1 Validity of the General Terms and Conditions

Para. 1: Unless otherwise expressly agreed in writing, these GTC are an integral part of all business relationships between the Swiss Institute of Emergency Medicine ("SIRMED") and its customers, and apply specifically to all participation in seminars and vocational training programmes, as well as individual orders to SIRMED. Participants in seminars, vocational training programmes and customers confirm with each enrolment or order placed that they have read the GTC and understand that they are an integral part of all contracts.

Para. 2: These General Terms and Conditions apply to all training, continuing education and further training programmes of SIRMED. They are also an integral component of the separate contracts for training as a Registered Paramedic, Advanced Federal Diploma of Higher Education and the structured course to prepare for the Federal Professional Examination for emergency medical technicians.

Art. 2 Parties to the contract

The contractual relationship for

- a) participation in seminars in the annual programme is between participants of the educational courses and SIRMED. "Participants" means natural persons aged 18 or over and legal entities. For seminar participants who are under the age of 18, the party to the contract shall be the legal guardian or authorised representative of the participant.
- b) Between customers for educational programmes under an offer (usually seminars) and SIRMED. The party to the contract for the seminars under an offer is the recipient of the offer.
- c) For vocational training, firstly between the employer of the student and SIRMED and secondly between the student and SIRMED.

Art. 3 Conclusion of the contract

The aforementioned parties shall conclude a contract in writing for participation in vocational education, on the basis of these GTCs; the contract takes effect upon signature of both parties.

Enrolment in the seminar constitutes an order. Upon SIRMED's confirmation of enrolment, the contract is concluded and the enrolment is binding.

Educational programmes offered shall be confirmed by the customer, including the offer number, in writing or by e-mail and are thereby expressly accepted. Upon the customer's confirmation of the offer, the contract is concluded and the order is binding.

Art. 4 Enrolment

Enrolment for seminars must be made in writing, online on the website, or via e-mail. The enrolment requests will be considered on a first-come, first-served basis (according to postmark for requests sent by post).

Art. 5 Prices

All prices are shown in Swiss francs, either in the annual programme or in individual offers or the contracts for vocational education. Educational services are exempt from VAT under Art. 21 MWstG (VAT Act). Additional services such as meals may be subject to VAT.

Art. 6 Organisation

All seminars have a minimum and maximum number of places available. SIRMED reserves the right to cancel events with an insufficient number of participants up to 10 days before the seminar date without any obligations to the participants. Upon cancellation by SIRMED, seminar fees previously paid will be refunded within 30 days without any further obligations.

Art. 7 Terms of payment

For individual enrolment, the seminar fees must be paid to SIRMED's account before the seminar begins. It is possible to enrol at short notice by making a cash payment in the school office. Participants who fail to meet the terms of payment may be excluded from the seminar. The payment obligation to SIRMED will not be cancelled.

Invoices for seminars under an offer must be paid by the deadline on the invoice.

Art. 8 Withdrawal/cancellation

If a student is unable to attend the course, they must notify SIRMED in writing as soon as possible. Withdrawal up to 22 weekdays before the seminar begins shall result in a full refund for the participant. As of the 21st weekday before the seminar begins, SIRMED is entitled to the following cancellation fees. This also applies to changes in the group size from the original enrolment that require fewer instructors. The cancellation fees will be charged for the portion of training staff who are not needed.

No refunds will be given for included services not used (e.g. course handouts, meals, parking passes, etc.).

Any costs to third parties already incurred (textbook, licence and enrolment fees, etc.) by the participant shall not be refunded.

Date of cancellation:

Cancellation fee

From 21 to 15 weekdays before the seminar begins	30%	of the invoice amount
From 14 to 8 weekdays before the seminar begins	50%	of the invoice amount
From 7 to 1 weekday before the seminar begins	80%	of the invoice amount
Cancellation/no-shows on the date of the course	100%	of the invoice amount

The participant will not be charged a cancellation fee if they can appoint a replacement who meets the registration requirements as documented. The payment obligation will then apply under the same conditions to the replacement.

In the event of absence or withdrawal due to illness and/or accident, students may make up the seminar or the portions missed at a later date. This shall require written confirmation by a doctor, sent to SIRMED within one week of the date of the course/start of the seminar.

Failure to attend individual portions of the seminar does not entitle the student to any discount on the invoice.

For vocational training, a special withdrawal provision will be defined in the specific training contracts with the emergency service instructors.

Art. 9 Blended learning

If so advised, participants must complete any blended learning sequences in preparation for the course by the deadline. If participants are unable to complete the sequence on time due to unforeseen circumstances, they are obliged to notify SIRMED immediately and apply for any extensions to the deadline. The decision to extend the deadline is at the sole discretion of SIRMED and is not guaranteed.

If a blended learning sequence is not completed on time, SIRMED shall notify the participants via e-mail about their exclusion from the course.

Any costs to third parties (administrative fees, blended learning, licence and enrolment fees, etc.) already incurred upon exclusion shall not be refunded.

If exclusion is declared 7 to 1 weekdays before the seminar begins, the cancellation fee is 100% of the invoiced amount.

Art. 10 Safety

Safety is of the utmost priority. In order to reduce risks, participants must follow all directions of the training staff. Furthermore, appropriate protective clothing including shoes must be worn, particularly for events with practical exercises. SIRMED is entitled to exclude insufficiently protected participants, or anyone who does not comply with instructions, from portions of the seminar for their own safety and without entitlement to recourse.

Art. 11 Insurance

The purchase of insurance is the sole responsibility of the seminar participant or the customer. Under no circumstances will SIRMED accept any liability for theft, defects or loss of clothing, personal property, etc.

Art. 12 Seminar topics/training staff

SIRMED reserves the right to make changes at short notice to the topics and speakers at the training event.

Art. 13 Absences

In order to formally certify participation in a seminar, 90% of the seminar hours must be attended. Furthermore, the seminar leader can define seminar topics that, regardless of the 90% rule, must be attended in order to receive a certificate of completion. For standard programmes such as AHA, ERC, Transport Driver Licensing Ordinance (TDLO), IVR etc., pursuant to the licensor's stipulations an attendance time of 100% without interruptions or gaps is required. Any students who fail to comply will not receive a certificate of completion.

Art. 14 Price changes

Price changes, special terms, etc. are at the sole discretion of SIRMED management. If the seminar price increases by more than 10%, participants may cancel the contract at no cost.

Art. 15 Collateral agreements

Any collateral agreements must be made in writing.

Art. 16 Venue

All legal relationships with SIRMED are governed exclusively by Swiss law.

The courts of Nottwil, Canton of Lucerne, Switzerland have jurisdiction.

The GTC as amended from time to time shall apply.