

General Terms and Conditions of Business (GTCBs) of fahrschule k.bärtschi gmbh

1 Preliminary remarks

- 1.1 These General Terms and Conditions of Business (GTCBs) form part of the Driving Instruction Agreement concluded between fahrschule k.bärtschi gmbh (hereinafter referred to as the driving school) and the learner driver (hereinafter referred to as the learner driver). These GTCBs were handed to the learner driver when the instruction agreement was signed. They can also be downloaded from the driving school's website at <http://www.fahrschule-kbaertschi.ch>.
- 1.2 The driving school reserves the right to amend the GTCBs at any time. Learner drivers will be sent a copy of the amended GTCBs to inform them of any amendments to them. If a learner driver does not decline in writing amendments to the GTCBs within 10 days, he/she will be deemed to have accepted the amendments made to them.
- 1.3 In the event of any contradictions between the Driving Instruction Agreement and the GTCBs, the terms of the Driving Instruction Agreement will take precedence. In the event of contradictions between the different language versions of the GTCBs, the authoritative version will be the German version.

2 Instruction principles

- 2.1 The aim of the driving instruction is qualification of the learner driver for the Swiss driving licence category B (private vehicle) pursuant to the current Swiss driving test requirements, in both the theoretical and practical parts of the driving test as set by the Association of Swiss Road Traffic Authorities (asa).
- 2.2 The driving school undertakes to offer the learner driver driving instruction which meets the highest current standards in terms of quality, instructor qualification and competence and satisfies the requirements of the Swiss regulation on assessing the fitness of people and vehicles for road traffic (Traffic Authorisation Regulation (VZV)). Our driving instructors are in possession of the appropriate Swiss qualification and hold the driving instructor permit issued by the road traffic authority. They deliver driving lessons in accordance with the recognised standards and latest methods. Practical driving lessons are given in specially equipped and tested driving school vehicles (Art. 10 of the Driving Instructor Regulation (FV)).
- 2.3 The driving school cannot guarantee that learner drivers will qualify for the category B driving licence. The contractually agreed fees are therefore still due even if a learner driver fails to pass the tests required for qualification for the Swiss driving licence.
- 2.4 The driving school has taken out the statutory insurance required to cover the instruction period. Learner drivers are personally responsible for taking out their own obligatory insurance cover for private learning and practice drives in a private vehicle.

3 Lessons

- 3.1 Lesson times, whether arranged verbally or in writing, for theory and practical driving lessons are binding. Cancellations of previously agreed driving lessons must be made 48 hours before the start of the lesson.

- 3.2 If a learner driver fails to attend an agreed lesson without prior notification or if notice of cancellation is not received in due time, the driving school will be entitled to charge the learner driver the full amount for the lesson.
- 3.3 In the event of cancellation at short notice for medical reasons, no charge will be made for the lesson provided that within 7 days of the cancelled lesson the learner driver voluntarily submits a medical certificate with details of the illness. However, to cover costs, a standard charge of CHF 80 will be due in cases of illness. This covers the administrative expenses of the driving school.

4 Term and termination of the Driving Instruction Agreement

- 4.1 The Driving Instruction Agreement is concluded for an indefinite period. It ends automatically when the practical driving test is passed.
- 4.2 The driving school is entitled to terminate the Driving Instruction Agreement at any time for cause in writing or verbally. Examples of cause are all circumstances in which the driving school cannot reasonably be expected to continue the driving instruction (in particular drug and alcohol abuse, infringements of the Road Traffic Act, aggressive conduct on the part of the learner driver, etc.).
- 4.3 If the Driving Instruction Agreement is terminated for cause, payments made for lessons already booked but not taken at the block booking rate will not be refunded. The same applies if the learner driver terminates the driving instruction of his/her own accord.

5 Promotions and block bookings

- 5.1 Promotions offered by the driving school and vouchers issued by it are valid only until the stated expiry date. They cannot be combined with other schemes, nor can they be exchanged or transferred to other natural persons.
- 5.2 Block bookings can only be made by learner drivers who also attend a driving awareness course (VKU) with the driving school or a recognised driving school partnered with fahrschule k.bärtschi gmbh.
- 5.3 The driving school offers block booking lessons at better terms than those available for single lessons. This is possible because offering block bookings makes planning easier for the driving school. However, to achieve this aim and justify the discount, block bookings are available for a limited period only from the date of purchase according to the following scheme:
 - 5-hour block booking: 2 months from date of purchase
 - 10-hour block booking: 3 months from date of purchase
 - 15-hour block booking: 4 months from date of purchase
 - 20-hour block booking: 5 months from date of purchase
- 5.4 Block bookings are for the named person only and cannot be transferred or refunded. If learner drivers fail to take lessons booked at the block booking rate within these periods, no refund will be made for lessons not taken.

- 5.5 If a learner driver passes the driving test before taking all the block booking lessons already paid for, no refund will be made. Such lessons cannot be transferred to third parties.
- 5.6 At the discretion of the driving school, it may by way of exception allow a refund or transfer of block booking lessons already paid for if the learner driver can no longer satisfy the conditions required for qualifying for the Swiss driving licence for reasons for which he/she is not accountable or if the driving school agrees to a transfer/refund for other reasons. However, this is not a right that learner drivers can claim.

6 Ways to pay

- 6.1 Payment for single theory and practical lessons, practical mock driving tests, block booking and administration charges must be made by bank transfer to the driving school's bank account. The school's account details can be found on the payment slip given to learner drivers or can be obtained on request from the driving school.
- 6.2 The driving school's invoices are payable in full within 10 days of receipt. Part payments are not accepted. Lessons will be suspended if payment is not received by the due date. If a payment reminder needs to be sent, this will attract an administration charge of CHF 20 plus interest in arrears at the statutory rate of 5%.
- 6.3 If the amount owed is not settled within 14 days of the post mark after receipt of the first payment reminder, debt collection proceedings will be started. In addition to the above, the learner driver will be liable to pay compensation for the cost of debt collection and issuing payment reminders. The Driving Instruction Agreement will be terminated with immediate effect.
- 6.4 All payments still due must be credited to the driving school's account no later than the date of the practical driving test. Otherwise, the test cannot be taken. If the practical driving test has to be cancelled on the day of the test because of the learner driver's payment arrears, the test fees of the administrative body and the cost of the driving lesson and provision of the driving school's vehicle will be charged in full to the learner driver.

7 Driving instruction – procedure and preconditions

- 7.1 When driving instruction begins, the driving school will brief new learner drivers on the driving course content, the legal requirements and administrative matters. No charge is made for this briefing session. However, it is mandatory that all learner drivers attend this session before taking their first single lesson.
- 7.2 Learner drivers are required to submit a valid Swiss learner driving licence no later than the first practical driving lesson. Holders of a valid foreign driving licence must submit this plus their foreign national identity card.
- 7.3 If these documents are not submitted to the driving instructor, the practical driving instruction cannot be given. In such a case, the cost of the cancelled driving lesson will be charged in full to the learner driver.

- 7.4 A practical driving lesson lasts 50 minutes; a double lesson lasts 100 minutes. Lessons include greeting, arranging dates, correct positioning of seats and mirrors, briefing the learner driver on the main and subsidiary topics of the lesson, aim definition, checking and reviewing knowledge, practical driving, review of the defined aim and a brief final discussion.
- 7.5 After each lesson, an entry will be recorded in the learner driver's personal instruction record card and the learner driver should confirm receipt of the lesson with his/her signature.
- 7.6 Learner drivers have no claim to compensation whatsoever if lessons are cancelled by the driving school because the driving instructor is ill, because the driving school's vehicle develops a technical fault at short notice or because of an accident occurring shortly before the lesson. However, the driving school will do its utmost to repeat lessons already booked as quickly as possible.
- 7.7 If there are obvious justified doubts as to the fitness of the learner driver to drive because of fatigue, poor concentration, illness, inadequate mental disposition or wilfully inappropriate handling of the driving school's vehicle, the driving instructor will suspend the lesson immediately. Driving instruction will be continued once the learner driver has regained his/her fitness to drive. The learner driver will have no claim to a refund for the suspended lesson.
- 7.8 In the event of a breach of the provisions of the Road Traffic Act (SVG), particularly Art. 16, Art. 16a, Art. 16b, Art. 16c, Art. 16cbis and Art. 16d SVG, the driving school explicitly reserves the right to terminate the Driving Instruction Agreement without notice and to charge all costs arising to the learner driver. The learner driver will have no claim to a refund.

8 Traffic awareness course (VKU)

- 8.1 Registrations for a traffic awareness course (VKU) must be in writing (text, sms, e-mail, website, messenger or via social networks). Registrations are binding and will be processed in order of date of receipt. The maximum number of attendees is 12. Course attendees must be in possession of a valid Swiss learner driving licence (Art. 18(2) VZV) on the first day of the course. Learner drivers are themselves responsible for obtaining their permits.
- 8.2 Course fees must be settled in cash at the course location on the first day of the course. Otherwise, attendance on the course may be refused. No refund of the course fees can be made.
- 8.3 For organisational reasons, the driving school works together with other partners. The driving school and its partners reserve the right to postpone course offers, to change course locations or to cancel courses if there are insufficient registrations. If an instructor is unable to be present, the school's management can supply a replacement instructor. If there are insufficient attendee numbers, the course will not take place and course fees will not be charged.

8.4 Written registrations to attend a traffic awareness course (VKU) are binding. If the learner driver cancels his/her registration, an administrative charge will be made. Places are limited and are allotted definitively upon registration. Cancellations at short notice mean that there is not enough time to allot the spare places to others and that the course provider incurs a financial loss. For this reason, the driving school reserves the right to charge the cost of cancellation, either wholly or in part, depending on the time of cancellation, where the driving school cannot replace the withdrawing course attendee. The driving school will levy the charges shown below as a percentage of the course costs:

Cancellation up to 30 days before start of course: 20%
Cancellation up to 14 days before start of course: 50%
Cancellation up to 5 days before start of course: 100%

8.5 The eight-hour course (Art. 18(4) of the Traffic Authorisation Regulation (VZV)) is subdivided into 4 teaching blocks (double lessons) and, pursuant to the 'Instructions on traffic awareness courses' of the Swiss Federal Roads Office (Astra) dated 12.12.2007, must be delivered in 2-hour blocks on four different days. It is mandatory for the course to begin with teaching block 1. Learner drivers must keep to the course schedule set by the driving school or its partners. Confirmation of attendance on the course will only be issued if the whole course has been attended.

8.6 Failure to attend or late arrival on the first day of the course will lead to the exclusion of the attendee from the course (mandatory attendance at the 1st teaching block according to the 'Instructions on traffic awareness courses' of the Swiss Federal Roads Office (Astra) dated 12.12.2007). The course costs will nevertheless remain payable in full.

8.7 The driving school reserves the right to exclude attendees from the course (disrupting the teaching, late arrival, unpaid course fee). No claim to refund of the course fees will be accepted.

9 Admission to the practical driving test

9.1 It is the learner driver's responsibility to apply to take the driving test. The practical driving test can be taken in either a driving school vehicle or a private vehicle of the appropriate category.

9.2 Whether the learner driver is taking the standard driving test or an official driving skills test, there is fundamentally no right with either of these tests to the use of a driving school vehicle irrespective of the number of driving lessons taken or the official time limits. Taking the practical driving test or official driving skills test in a driving school vehicle is contingent on the learner driver satisfying in full the test conditions pursuant to Appendix 12 of the Traffic Authorisation Regulation (VZV)). Learner drivers have the right at any time to take the practical driving test in a private vehicle.

9.3 If the learner driver does not satisfy the statutory test conditions pursuant to Appendix 12 VZV up to 5 days before the driving test date, the driving school will not provide a vehicle for the driving test but will instead recommend that the learner driver either postpones or cancels the practical driving test whilst keeping to the administrative time limits without any further costs.

9.4 Cancellation or postponement of the practical driving test at short notice without incurring further costs is only possible up to 5 working days before the driving test date. After that, the test fees will become due and will be charged by the road traffic authority. If the learner driver keeps to the test date despite recommendation to the contrary from the driving school, he/she will be personally liable in full for the test fees of the road traffic authority in the event of failure to attend the practical driving test.

10 Admission to the 3rd practical driving test

10.1 It is only possible to register for a 3rd practical driving test after prior consultation with the road traffic authority about the learner driver's training status. The prior agreement of the road traffic authority is essential before the learner driver can take the 3rd practical driving test.

10.2 The date of the consultation with the road traffic authority prescribed by the administrative body can only be agreed by the driving school and can be arranged solely in Zurich or Winterthur.

10.3 It is a requirement that the consultation is held jointly with the driving instructor, the learner driver and a driving test manager of the road traffic authority. A 3rd practical driving test can only be taken in either Zurich or Winterthur.

10.4 Involvement of the driving school in the consultation, including the drive to and from the road traffic authority, lasts 2 hours in total. For this service, the driving school charges a flat rate fee of CHF 150, which must be paid in cash before the consultation. For its part, the road traffic authority will charge the learner driver a separate internal administrative fee for the consultation.

11 Applicable law

11.1 The contractual relationship between the parties is subject exclusively to Swiss law.

12 Validity

12.1 These GTCBs take effect from 01.01.2016. Should individual provisions prove to be ineffective, this will not affect the effectiveness of the agreement or of these GTCBs.

13 Jurisdiction

13.1 The place of jurisdiction for all claims and disputes arising from the agreement or the GTCBs will be Zurich.

13.2 fahrschule k.bärtschi gmbh is also entitled to take legal action at the general place of jurisdiction of the defendant in the event of claims and disputes arising from the agreement or the GTCBs.

14 Date of the GTCBs

14.1 Version date 01/2016 © @fahrschule k.bärtschi gmbh.