



academic
gateway →

Academic Gateway

瑞士苏黎世 IB 国际文凭大学预科

入学合同 →



School Contract:

International Baccalaureate Diploma Programme: Full-Time (Two Years)

Contracting Party No. 1 (Student)

Mr Ms

Last Name		First Name	
Street	ZIP Code	City	
Date of Birth	Place of Origin	Nationality	
Phone	E-Mail		
Passport No.			

Contracting Party No. 2

Mr Ms

Last Name		First Name	
Street	ZIP Code	City	
Date of Birth	Place of Origin	Nationality	
Phone	E-Mail		

Programme

Diploma Programme	Dauer	Start
<input type="checkbox"/> Full-Time (two years)	4 Semesters	August 17th, 2026

Cost

Total Programme Fee		Due Date
<input type="checkbox"/> One-time payment	CHF 68'000.00	30 days before course
<input type="checkbox"/> 2 instalments	CHF 35'000.00	1 st inst. 30 days before course



Subject Selection*

A minimum of 3 or a maximum of 4 subjects at higher level (HL), and the remaining at standard level (SL).

Category I. Literature	<input type="checkbox"/> English SL	<input type="checkbox"/> English HL (recommended)	
Category II. Languages	<input type="checkbox"/> French SL <input type="checkbox"/> French HL	<input type="checkbox"/> German SL <input type="checkbox"/> German HL	<input type="checkbox"/> German ab initio SL
Category III. Mathematics	<input type="checkbox"/> Mathematics SL	<input type="checkbox"/> Mathematics HL	
Category IV. Sciences	<input type="checkbox"/> Physics SL <input type="checkbox"/> Physics HL	<input type="checkbox"/> Biology SL <input type="checkbox"/> Biology HL	<input type="checkbox"/> Chemistry SL * <input type="checkbox"/> Chemistry HL *
Category V. Humanities	<input type="checkbox"/> Economics SL <input type="checkbox"/> Economics HL	<input type="checkbox"/> Business Management SL <input type="checkbox"/> Business Management HL	
	<input type="checkbox"/> History SL <input type="checkbox"/> History HL	<input type="checkbox"/> Psychology SL * <input type="checkbox"/> Psychology HL *	<input type="checkbox"/> Philosophy SL * <input type="checkbox"/> Philosophy HL *
Category VI. Elective	One of the subjects above that has not been selected <input type="checkbox"/> _____ SL <input type="checkbox"/> _____ HL OR one of the following subjects <input type="checkbox"/> Music SL * <input type="checkbox"/> Visual Arts SL * <input type="checkbox"/> Music HL * <input type="checkbox"/> Visual Arts HL *		

* At least 5 students; alternatives will be discussed individually

The undersigned Contracting Parties 1 and 2 (or legal representatives, if applicable) agree to the terms of Academic Gateway AG, Löwenstrasse 17, 8001 Zurich, as outlined in this agreement and as further specified in the current **General Terms and Conditions**, the **School Regulations**, and the **Disciplinary Policy** of Academic Gateway AG (as of 03.06.2025), as well as the **Data Management Policy**, and confirm the accuracy of the information provided.

Signatures

	Contracting Party 1	Contracting Party 2	Academic Gateway
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Location/Date

Signature



General Terms and Conditions of Academic Gateway AG

Effective as of: 03.06.2025

I. Scope of Application

- These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contractual relationships between Academic Gateway AG (hereinafter referred to as "Academic Gateway") and students (hereinafter individually referred to as "Contracting Party") with regard to academic teaching services provided by Academic Gateway. Minors are represented by their parents or legal guardians.
- The academic programmes offered by Academic Gateway include the Matura (Full-time Matura, Part-time Matura, Professional Matura, Online Matura, Intensive Courses), BMS (Health & Social Studies, Business & Services, Technology, Architecture & Life Sciences – full-time or part-time), Passerelle (Passerelle Programme), the IB Diploma Programme (IBDP), as well as all current or future courses, unless explicitly excluded from the categories Matura, BMS, Passerelle, and preparatory courses (hereinafter collectively referred to as "Courses").
- These GTC constitute an integral part of every school contract with Academic Gateway.
- These GTC are valid in their version applicable at the time of the conclusion of the contract and apply to all future offers, transactions, and agreements with Academic Gateway, unless a new version of the GTC is issued. Academic Gateway reserves the right to unilaterally amend the GTC and to implement such amendments subject to notification to the Contracting Party.
- Any deviating agreements or ancillary arrangements shall only be valid if expressly agreed upon in writing between Academic Gateway and the Contracting Party.

II. Registration and Contract Conclusion

- Registration may take place either in person at the premises of Academic Gateway, by postal submission, or online using the corresponding Academic Gateway registration form.
- The number of students per course is limited. Registrations are processed in the order of receipt. There is no entitlement to admission.
- The electronic registration form for all courses of Academic Gateway is valid only if it is fully completed and correct. It constitutes a binding contractual offer but does not represent a binding offer to conclude a contract (invitatio ad offerendum).
- Conclusion of Contract for Core Programmes:
 - Core programmes include all courses leading to the IB, Matura, Passerelle, and BMS qualifications.
 - A contract for a core programme is concluded only through mutual signature of the respective contract documents.
 - The conclusion of a contract without an in-person meeting is generally excluded for core programmes.
 - Contract conclusion for other courses:
 - A contract for any other course is concluded through mutual signature of the respective contract documents.
 - The conclusion of a contract without an in-person meeting is generally possible.
 - Contract conclusion via electronic registration form: The registration for courses via the electronic registration form constitutes a legally binding contractual offer by the applicant. The contract is concluded upon written confirmation of acceptance by Academic Gateway.
 - On-site contract conclusion: In this case, the contract is concluded by mutual signature of the contract documents.
 - Right of withdrawal: Academic Gateway grants a right of withdrawal from the entire course programme up to 7 days before the course begins. Course fees already paid will be fully refunded. Further claims by the contracting party, especially compensation for damages, are excluded.
 - Credit check: Academic Gateway reserves the right to perform a credit check of the applicant prior to entering a contract. This also applies to minors, in which case the legal representative must sign as well.
 - Course change:
 - A course change after the start of a semester is generally not permitted and only possible through a contractual amendment with cost implications: A processing fee of CHF 500.00 will be charged per change request.
 - A change of programme or specialisation within the core programmes (e.g. Matura, BMS) is possible only by means of a written agreement and may result in an additional fee. A refund of the difference is excluded.

III. Services

- The Contracting Party shall receive careful, professional, and goal-oriented instruction. Instruction is provided in accordance with the course schedule and the scope defined by the valid course catalogue at the start of the training. Academic Gateway's services are limited to the provision of instruction. It does not include any type of supervised care in the sense of a full-day programme.
- A course offer generally consists of the number of lessons defined in advance by Academic Gateway. This information may also be communicated in marketing and promotional materials, but it is not binding. Orientation is given during personal counselling sessions, but these are also non-binding. Academic Gateway reserves the right to adjust the number of lessons and the duration of delivery within the opening hours (see section II.5) in accordance with operational and organisational requirements and to adapt or implement these accordingly, at any time and without prior notice.
- The implementation of a course depends on the number of registrations. Academic Gateway shall inform the Contracting Party no later than 7 days before the scheduled course starts whether the course will take place on the agreed date.
- Lessons are held at the locations and on the schooldays specified by Academic Gateway. Academic Gateway reserves the right to relocate instruction within the Canton of Zurich if required for operational reasons. All claims by the Contracting Party resulting from a change of the teaching location are excluded.
- Lessons generally take place from Monday to Saturday between 8:30 a.m. and 9:30 p.m. Academic Gateway reserves the right to change lesson times at any time.

- If a lesson cannot be held due to illness of the teaching staff, Academic Gateway will inform the Contracting Party in a timely manner and arrange a make-up session within the teaching period as defined under section III.5. The contracting parties acknowledge that no further compensation claims shall arise in this regard.
- Academic Gateway provides the Contracting Party with commonly used course materials (including slides, handouts, summaries, and worksheets) free of charge via the E-Learning Platform of Academic Gateway for download. This material may not be shared without prior written consent from Academic Gateway.
- Individual courses or lessons may be recorded as podcasts. Academic Gateway determines which sessions are to be recorded. The Contracting Parties will be informed of any recording before the start of the course/lesson.
- Academic Gateway may record image, sound, and video material of the Contracting Party for the purpose of internal podcast production. These podcasts will be made available to the Contracting Parties for personal academic use on the E-Learning Platform of Academic Gateway in a limited, password-protected format. The Contracting Party hereby gives their consent.
- All rights to the podcasts remain with Academic Gateway. Academic Gateway decides how these recordings may be used by the Contracting Parties. Any form of redistribution, including excerpts, is not permitted without express consent and may result in disciplinary and/or civil and/or criminal prosecution.
- As the holder of all intellectual property rights to the podcasts, Academic Gateway is entitled to exercise the associated usage and exploitation rights. In doing so, Academic Gateway respects the general personal rights of the Contracting Parties. The Contracting Party hereby acknowledges this.
- Academic Gateway strives to record each session designated for podcast recording without disruption and in its entirety. However, any liability for defective or incomplete podcasts is excluded. Continuous availability of the podcasts cannot be guaranteed. In the event that a podcast is defective or incomplete and essential information required for the Contracting Party's education is missing as a result, the teacher will provide the relevant slides from that session to the Contracting Parties via the E-Learning Platform after the session.

For individually arranged or booked courses or lessons marked by Academic Gateway as requiring compulsory attendance, the following applies: Participation in such courses or lessons requires prior binding registration by the Contracting Party. Cancellations are possible free of charge if submitted to the Academic Gateway office by email or telephone no later than 2 days before the scheduled course or lesson. If cancellation does not occur within this period or if the Contracting Party fails to attend an individually arranged course or lesson, Academic Gateway is entitled to charge the Contracting Party an administrative fee of CHF 100.00 per missed course or lesson. This fee serves as reasonable compensation for the organisational costs incurred by Academic Gateway in connection with such courses.

IV. Resolatory Condition in Instalment Agreements

All instalment payment agreements are subject to a resolatory condition: if the Contracting Party defaults on at least two consecutive instalments, the agreement shall be deemed terminated. Upon occurrence of this condition, the full agreed tuition fee becomes immediately due and payable. In all other respects, the provisions of the respective instalment payment agreement shall apply.

V. Invoicing and Payment Terms

- Upon conclusion of the contract for core programmes as defined in Art. II/4, a non-refundable enrolment fee of CHF 500.00 becomes due. This amount will be credited against the tuition fee or, in the case of an instalment payment agreement, offset against the final instalment.
- If the contract is concluded more than 30 days prior to the start of the course, the full tuition fee, or in the case of a contractually agreed instalment plan, the first instalment, shall be paid no later than the 30th day before the course begins, unless otherwise agreed. If the contract is concluded 30 days or fewer before the course begins, the full tuition fee or, where applicable, the first instalment shall be due immediately. Any subsequent instalments are generally invoiced on a monthly basis.
- All payments must be made by bank transfer to the accounts specified by Academic Gateway. In exceptional cases, the school management may permit alternative methods of payment, in particular cash payment.
- The Contracting Party shall bear all costs incurred as a result of delayed payment. In particular, default interest of five percent per annum is payable, along with a reminder fee of CHF 25.00 for the first reminder and CHF 200.00 for the second reminder. Upon issuance of the second reminder, Academic Gateway is entitled to exclude the defaulting Contracting Party from all services until full payment of the outstanding amount and a re-admission fee of CHF 500.00 has been made.**
- If the Contracting Party is in default with at least two instalments, the entire tuition fee becomes immediately due and payable.
- Any examination fees for federal exams, language tests, or entrance exams to higher education institutions are not included in the tuition fees charged by Academic Gateway and must be paid separately to the relevant external institutions.
- The tuition fees do not include the costs of teaching materials, in particular stationery and textbooks, as well as school excursions held during or outside of regular school hours. Teaching materials must be procured by the Contracting Party at their own expense. At the beginning of the course, the Contracting Party will be informed about the required materials.

VI. Termination

- The contract may be terminated at any time.

- Termination must in all cases be submitted by registered letter addressed to the school management.
- In principle, the full tuition fee remains payable.** Reimbursement of already paid or reduction of outstanding tuition fees for reasons not attributable to Academic Gateway is excluded.
- Termination by the Contracting Party:**
 - In the case of termination of a course—excluding individually arranged or booked courses—up to 30 days before the course begins, a processing fee of 10% of the tuition fees will be charged to the Contracting Party.** Any additional amounts already paid will be refunded. For later cancellations, section VI.3 applies.
 - Special termination rule for the two-year full-time programme:** The course is automatically extended for the next academic year unless notice of termination is received by Academic Gateway no later than 30 April or another mutually agreed final school day of the spring semester. Terminations received after this deadline will not be considered.

Special termination rule for self-study programmes: Only programmes conducted in self-study mode may be terminated on a semester-by-semester basis, i.e., by 31 January or 31 July of each year. In such cases, the fees for additional semesters are waived.

Termination by Academic Gateway: Academic Gateway is entitled to terminate the contract in the event of a disciplinary expulsion in accordance with its disciplinary, school, and house rules or other internal regulations. Academic Gateway also reserves the right to terminate the contract if continuation is deemed unreasonable for the school. In the event of termination by Academic Gateway, reimbursement of already paid tuition fees is excluded. Any outstanding tuition fees may still be claimed.

VII. Warranty

- Academic Gateway assures the careful and professional delivery of instruction.
- Academic Gateway does not guarantee the success of students in the intended internal and/or external (final) examinations.

VIII. Liability

- Academic Gateway disclaims liability for minor to moderate negligence.
- Academic Gateway disclaims liability for auxiliary persons.
- Academic Gateway shall not be held liable for the consequences of force majeure. If instruction cannot take place at the agreed time due to such circumstances, Academic Gateway may reschedule the session. There is no entitlement to a make-up date.
- Academic Gateway shall not be liable for any damages arising in connection with a refusal of participation in courses pursuant to section II.2.
- Academic Gateway shall not provide compensation if the Contracting Party is unable to attend a make-up session for a missed course.
- Academic Gateway shall not be liable for the loss or theft of personal belongings brought or deposited on the premises.

IX. Third-Party Liability and Accident Insurance

The Contracting Party is solely responsible for obtaining third-party liability and accident insurance coverage. In particular, parents must ensure adequate coverage for minors.

X. Change of Address

Changes to the Contracting Party's address must be reported to Academic Gateway without delay. Any reasonable additional costs incurred by Academic Gateway due to a failure to report such changes may be charged to the Contracting Party.

XI. Assignment

Any assignment of rights and/or obligations under the school contract to third parties is not permitted without the express written consent of Academic Gateway.

XII. Data Protection

All data will be treated confidentially by Academic Gateway and used exclusively for the proper performance of the school contract. In all other respects, the Academic Gateway Privacy Policy applies. The Contracting Party hereby authorises Academic Gateway to grant Contracting Party 2 (co-signee) access to the Contracting Party's school-related data, in particular grades from major assessments, results of feedback meetings, and records of absences.

XIII. Jurisdiction and Applicable Law

For disputes arising from the school contract, the Contracting Party and Academic Gateway agree to Zurich as the exclusive place of jurisdiction. These General Terms and Conditions, as well as all school contracts to which they apply, are governed by Swiss law.

XIV. Final Provisions

- For participants of on-site or hybrid programmes, these General Terms and Conditions are supplemented by the Disciplinary Regulations as well as the School and House Rules. For participants of purely online or self-study programmes, no additional provisions apply beyond these General Terms and Conditions.
- Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by those that most closely reflect the economic purpose of the school contract.
- Academic Gateway reserves the right to amend these General Terms and Conditions at any time and to apply the amended provisions to existing legal relationships. Amendments that are disadvantageous to the Contracting Party require their express consent in order to be valid.

本协议以英文版本为准。中文译本仅供参考之用，如中英文版本存在任何不一致或歧义，以英文版本为准。

This Agreement shall be governed by the English version. The Chinese translation is provided for reference only. In the event of any inconsistency or ambiguity between the English and Chinese versions, the English version shall prevail.

入学合同：

IB 国际文凭大学预科项目（全日制，两年制）



academic gateway

合同方 1（学生）

<input type="checkbox"/> 先生	<input type="checkbox"/> 女士	
姓氏	名字	
街道	邮政编码	城市
出生日期	出生地	国籍
电话	电子邮箱	
护照号		

合同方 2

<input type="checkbox"/> 先生	<input type="checkbox"/> 女士	
姓氏	名字	
街道	邮政编码	城市
出生日期	出生地	国籍
电话	电子邮箱	

项目

文凭项目	时长	开始日期
<input type="checkbox"/> 全日制（两年）	4 个学期	2026 年 8 月 17 日

费用

项目总费用		付款到期日
<input type="checkbox"/> 一次性付款	CHF 68,000.00	课程开始前 30 天支付
<input type="checkbox"/> 分 2 期付款	CHF 35,000.00	第一期在课程开始前 30 天支付



科目选择 *

至少选择 3 门，最多选择 4 门高难度课程 HL，其余课程为标准难度 SL

类别 1 文学 英语 (标准难度 SL) 英语 (高难度 HL, 推荐)

类别 2 语言 法语 (标准难度 SL) 德语 (标准难度 SL) 德语入门课程 (标准难度 SL)
 法语 (高难度 HL) 德语 (高难度 HL)

类别 3 数学 数学 (标准难度 SL) 数学 (高难度 SL)

类别 4 科学 物理 (标准难度 SL) 生物 (标准难度 SL) 化学 (标准难度 SL) *
 物理 (高难度 HL) 生物 (高难度 HL) 化学 (高难度 HL) *

类别 5 人文 经济学 (标准难度 SL) 商业管理 (标准难度 SL)
学科 经济学 (高难度 HL) 商业管理 (高难度 HL)
 历史 (标准难度 SL) 心理学 (标准难度 SL) * 哲学 (标准难度 SL) *
 历史 (高难度 HL) 心理学 (高难度 HL) * 哲学 (高难度 HL) *

从上述未选择的科目中选择一门:

类别 6 选修 _____ (标准难度 SL)
科目 _____ (高难度 HL)

或从以下科目中选择一门:

音乐 (标准难度 SL) * 视觉艺术 (标准难度 SL) *
 音乐 (高难度 HL) * 视觉艺术 (高难度 HL) *

* 至少 5 名学生; 如人数不足, 替代方案将另行单独协商

下列签署的合同方一和合同方二 (如适用, 则包括其法定代表人) 同意受 Academic Gateway (地址: 瑞士苏黎世 Löwenstrasse 17, 邮编 8001) 约束的相关条款。本协议所列条款以及 Academic Gateway 现行的《一般条款与条件》《学校规章制度》《纪律政策》(版本日期: 2025 年 6 月 3 日) 以及《数据管理政策》均构成本协议的一部分。双方并确认所提供信息真实、准确无误。

签字

合同方一

合同方二

Academic Gateway AG

地点 / 日期

签名

一般条款与条件

生效日期: 2025年6月3日



academic gateway

一、适用范围

1. 本《一般条款与条件》(以下简称"GTC")适用于 Academic Gateway AG (以下简称"Academic Gateway") 与学生之间因 Academic Gateway 提供学术教学服务而产生的所有合同关系。学生在本文中单独称为"合同方"。未成年由其父母或法定监护人代表。
2. Academic Gateway 提供的学术项目包括: Matura (全日制 Matura、非全日制 Matura、职业 Matura、在线 Matura、强化课程)、BMS (健康与社会研究、商业与服务、技术、建筑与生命科学——全日制或非全日制)、Passerelle (Passerelle 项目)、IB 文凭课程 (IBDP), 以及所有当前或未来的课程, 除非明确被排除在 Matura、BMS、Passerelle 及预备课程类别之外 (以下统称为"课程")。
3. 本 GTC 构成与 Academic Gateway 签订的每一份学校合同的组成部分。
4. 本 GTC 以合同签订时适用的版本为准, 并适用于与 Academic Gateway 之间未来的所有报价、交易及协议, 除非 Academic Gateway 发布新的 GTC 版本。Academic Gateway 保留单方面修改本 GTC 的权利, 并在通知合同方后实施相关修改。
5. 任何偏离本 GTC 的协议或补充安排, 只有在 Academic Gateway 与合同方以书面形式明确同意的情况下方为有效。

二、注册与合同订立

1. 注册可以通过以下方式: 在 Academic Gateway 场所现场注册, 邮寄提交注册, 通过 Academic Gateway 相应的在线注册表进行注册
2. 每门课程的学生人数有限。注册将按照收到的先后顺序处理。学生并不享有被录取的法定权利。
3. Academic Gateway 所有课程的电子注册表只有在完整填写且信息正确的情况下才有效。该注册构成具有法律约束力的合同要约, 但不构成 Academic Gateway 必须订立合同的承诺 (要约邀请)。
4. **核心课程项目的合同订立:**
 - 4.1 核心项目包括所有可获得 IB、Matura、Passerelle 及 BMS 资格的课程。
 - 4.2 核心项目的合同仅在双方签署相应合同文件后方可成立。
 - 4.3 核心项目通常不允许在未进行面对面会面的情况下订立合同。
 - 4.4 其他课程的合同订立:
 - 5.1 其他课程的合同通过双方签署相应合同文件而成立。
 - 5.2 在没有面对面会面的情况下通常也可以订立合同。
 - 5.3 通过电子注册表订立合同: 通过电子注册表报名课程即构成申请人的具有法律约束力的合同要约。当 Academic Gateway 以书面形式确认接受该要约时, 合同即成立。
7. 现场订立合同:

在此情况下, 合同通过双方签署合同文件而成立。
8. 撤回权: Academic Gateway 允许在课程开始前 7 天内撤回整个课程项目。已支付的课程费用将全额退还。合同方的其他权利主张, 尤其是损害赔偿请求, 均被排除。
9. 信用审查: Academic Gateway 保留在签订合同前对申请人进行信用审查的权利。若申请人为未成年人, 其法定代表人也必须签字。
10. 课程变更:
 - 10.1 学期开始后一般不允许更换课程, 仅可通过修改合同进行, 并可能产生额外费用。每次变更申请将收取 500 瑞士法郎的手续费。
 - 10.2 在核心课程项目 (如 Matura、BMS) 内部更换课程或专业方向, 仅可通过书面协议进行, 并可能产生额外费用。已支付费用差额不予退还。

三、服务内容

1. 合同方将获得认真、专业且以目标为导向的教学指导。教学按照课程安排及培训开始时有效课程目录所规定的教学范围进行。Academic Gateway 的服务仅限于提供教学, 不包括任何形式的全天候照护服务。
2. 课程通常由 Academic Gateway 事先规定的课程课时数量组成。该信息也可能出现在宣传材料或营销资料中, 但并不具有约束力。个人咨询中提供的指导意见同样不具有约束力。Academic Gateway 保留根据运营及组织需要, 在开放时间内 (参见第二部分第 5 条) 随时调整课时数量和课程安排的权利, 并可在无需事先通知的情况下实施相关调整。
3. 课程是否开设取决于报名人数。Academic Gateway 将最迟在课程计划开始前 7 天通知合同方课程是否按约定日期开课。
4. 课程将在 Academic Gateway 指定的地点及学校上课进行。如因运营需要, Academic Gateway 保留在苏黎世州范围内调整教学地点的权利。因教学地点变更而产生的任何索赔均不被接受。
5. 课程通常在周一至周六上午 8:30 至晚上 9:30 之间进行。Academic Gateway 保留随时调整上课时间的权利。
6. 如因教学人员患病导致课程无法进行, Academic Gateway 应及时通知合同方, 并根据第三部分第 5 条规定, 在教学期间内安排补课。双方确认, 在此情况下不产生任何进一步的赔偿请求。
7. Academic Gateway 通过其电子学习平台 (E-Learning Platform) 向合同方免费提供常用课程资料 (包括幻灯片、讲义、课程摘要及练习资料) 供下载。未经 Academic Gateway 事先书面同意, 该等资料不得向第三方分享。
8. 个别课程或课时可能被录制为播客 (Podcast)。由 Academic Gateway 决定哪些课程需要录制。在课程或课时开始前, 合同方将被告知有关录制情况。
9. Academic Gateway 可为内部播客制作目的, 对合同方的图像、声音及视频资料进行录制。这些播客将以受密码保护的有限访问形式提供给合同方, 并仅供个人学习使用, 通过 Academic Gateway 的电子学习平台提供。合同方在此表示同意。
10. 所有播客的权利均归 Academic Gateway 所有。Academic Gateway 有权决定合同方如何使用这些录制内容。未经明确许可, 不得以任何形式进行再传播, 包括节选传播, 否则可能导致纪律处分及/或民事、刑事责任追究。
11. 作为播客全部知识产权的持有人, Academic Gateway 有权行使相关使用及开发权利。在行使这些权利时, Academic Gateway 将尊重合同方的一般人格权。合同方对此予以确认。
12. Academic Gateway 将尽力确保所有指定录制为播客的课程完整且顺利地录制。然而, 对于播客存在缺陷或不完整的情况, Academic Gateway 不承担任何责任。同时也无法保证播客的持续可用性。如播客存在缺陷或不完整, 导致合同方学习所需的重要信息缺失, 授课教师将在课程结束后通过电子学习平台向合同方提供该课程的相关幻灯片。对于由 Academic Gateway 指定为必须出席的个别安排课程或课时, 适用以下规定:

参加此类课程或课时需由合同方事先进行具有约束力的报名。如需取消, 必须最迟在课程或课时开始前 2 天通过电子邮件或电话通知 Academic Gateway 办公室, 方可免费取消。若未在规定时间内取消, 或合同方未参加已安排的课程或课时, Academic Gateway 有权向合同方收取每次课程或课时 100 瑞士法郎的行政费用。该费用作为 Academic Gateway 为组织此类课程所产生的管理成本的合理补偿。

四、分期付款协议中的解除条件

所有分期付款协议均附带解除条件: 如果合同方连续拖欠至少两期分期付款, 该协议即被视为自动终止。一旦发生该情况, 全部约定学费将立即到期并须一次性支付。在其他方面, 仍适用相应分期付款协议的相关规定。

五、开票与付款条款

1. 根据第二部分第 4 条所定义的核心项目, 在合同成立时, 应支付 500 瑞士法郎的不可退还注册费。该费用将计入学费; 如采用分期付款协议, 则用于抵扣最后一期应付款项。
2. 如合同在课程开始前超过 30 日签订, 除非另有约定, 全部学费或 (如约定分期付款) 首期款项最迟于课程开始前第 30 日支付。若合同在课程开始前 30 日内 (含第 30 日) 签订, 则全部学费或 (如适用) 首期款项应立即支付。其后各期款项通常按月开具账单。
3. 所有款项均须通过银行转账方式支付至 Academic Gateway 指定账户。在特殊情况下, 学校管理层可允许采用其他支付方式, 尤其是现金支付。
4. **因延迟付款产生的所有费用均由合同方承担。特别是: 年利率 5% 的逾期利息第一次催款费用 25 瑞士法郎第二次催款费用 200 瑞士法郎, 在发出第二次催款通知后, Academic Gateway 有权暂停违约合同方的所有服务, 直至: 全部欠款支付完毕并支付 500 瑞士法郎的重新入学费用**
5. 如果合同方拖欠至少两期分期付款, 则全部学费立即到期并须支付。
6. 联邦考试、语言考试或高等院校入学考试的考试费用不包含在 Academic Gateway 收取的学费中, 须由学生直接向相关外部机构支付。
7. 学费不包括教学材料费用, 尤其是文具、教材, 以及在正常上课时间内外组织的学校活动或教学旅行费用。教学材料须由合同方自行购买。课程开始时, 合同方将被告知所需材料。

六、合同终止

1. 合同可在任何时间终止。
2. 终止合同在任何情况下均须以挂号信形式提交, 并寄送至学校管理部门。

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3. **原则上, 全部学费仍须支付。**对于非 Academic Gateway 责任原因所导致的情况, 已支付学费不予退还, 未支付学费亦不得减免。
4. **合同方终止合同:**
 - 4.1 **如课程 (不包括单独安排或预订的课程) 在开课 30 天内终止, 合同方需支付学费总额 10% 的手续费。已支付超出该金额的部分将予以退还。对于在此之后取消的情况, 适用第六条第 3 款的规定。**
 - 4.2 **两年全日制课程的特殊终止规定:** 除非 Academic Gateway 最迟在 4 月 30 日或双方另行约定的春季学期最后上课日前收到终止通知, 否则课程将自动延续至下一学年。超过该期限提交的终止通知将不予受理。
5. **自学课程的特殊终止规定:** 仅限以自学形式进行的课程项目, 可按学期终止, 即每年 1 月 31 日或 7 月 31 日前提交终止通知。在此情况下, 后续学期的费用将被免除。
5. **Academic Gateway 终止合同:** 如学生根据纪律规定、学校规章或内部管理条列被纪律处分并开除, Academic Gateway 有权终止合同。若学校认为继续履行合同不合理, 也保留终止合同的权利。如合同由 Academic Gateway 终止, 已支付学费不予退还, 且仍可要求支付尚未支付的学费。

七、保证

1. Academic Gateway 保证以谨慎且专业的方式提供教学服务。
2. Academic Gateway 不保证学生能够通过相关内部和/或外部 (最终) 考试。

八、责任

1. 对于轻微或一般过失, Academic Gateway 不承担责任。
2. Academic Gateway 对其辅助人员的行为不承担责任。
3. 对于不可抗力造成的后果, Academic Gateway 不承担责任。如因不可抗力导致课程无法按约定时间进行, Academic Gateway 可重新安排课程, 但不保证提供补课日期。
4. 因依据第二部分第 2 条规定拒绝合同方参加课程而产生的任何损害, Academic Gateway 概不承担责任。
5. 如合同方无法参加补课课程, Academic Gateway 不承担任何赔偿责任。
6. 对于在校区内携带或存放的个人物品发生的丢失或被盗情况, Academic Gateway 不承担责任。

九、第三方责任保险与意外保险

合同方需自行购买第三方责任保险和意外保险。尤其是未成年人的父母必须确保其具有充分的保险保障。

十、地址变更

合同方地址发生变更时, 应及时通知 Academic Gateway。如因未及时通知而导致 Academic Gateway 产生合理的额外费用, 该费用可由合同方承担。

十一、权利转让

未经 Academic Gateway 明确书面同意, 不得将学校合同项下的任何权利和/或义务转让给第三方。

十二、数据保护

Academic Gateway 将对所有数据进行保密处理, 并仅用于履行学校合同之目的。其他方面适用 Academic Gateway 的隐私政策。合同方在此授权 Academic Gateway 向合同方二 (共同签署人) 提供与学校相关的数据访问权限, 尤其包括: 重要考试成绩、反馈会议结果、缺席记录。

十三、管辖权与适用法律

对于因学校合同产生的争议, 合同方与 Academic Gateway 同意以苏黎世作为专属管辖地。本《一般条款与条件》及其适用的所有学校合同均受瑞士法律管辖。

十四、最终条款

1. 对于参加线下课程或混合课程的学生, 本《一般条款与条件》还需结合纪律条例、学校规章以及校内管理规定一并适用。对于仅参加在线或自学课程的学生, 则仅适用本《一般条款与条件》。
2. 如个别条款被认定为无效或失效, 其余条款的有效性不受影响。无效条款应以最接近学校合同经济目的的条款予以替代。
3. Academic Gateway 保留随时修改本《一般条款与条件》的权利, 并可修改后的条款适用于现有法律关系。若修改内容对合同方不利, 则须经合同方明确同意方可生效。