



Terms and Conditions

Ginkgo-Educa
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General

Applicability and Scope

The following General Terms and Conditions (hereinafter referred to as "T&C") apply to all business relationships between the Ginkgo-Educa Association (hereinafter referred to as "Ginkgo-Educa," "us," or "we") and customers regarding the following offer:

- Science Club
- Holiday Camp
- Birthday Party
- Playgroup

Individual agreements concluded with the customer take precedence over these T&C. Conflicting terms and conditions of the customer are not recognized.

Please read these T&C carefully before placing a binding order. By placing a binding order for our products, you agree to the following conditions, as well as our Privacy Policy, and confirm that you are authorized to enter into legally binding contracts and are at least 18 years old.

Changes to the Terms and Conditions

Ginkgo-Educa reserves the right to change, supplement, or update these General Terms and Conditions at any time. Any changes will be communicated to you by email or by posting the revised terms on our official website. It is your responsibility to regularly review these terms to stay informed about updates. Your continued use of our services after the changes take effect indicates your consent to the revised terms. If you do not agree with the changes, please discontinue using our services.

Conclusion of the Contract

The contract for the offer is established once the registration is confirmed by Ginkgo-Educa. Please note the cancellation policies.

Safety and Precautions

Expert Team: Every member of our team undergoes a thorough recruitment and training process, including up-to-date criminal record checks, to ensure that your child is in capable and caring hands.

Safe Environments: We are committed to creating safe environments for all our activities. Our team conducts rigorous risk assessments to prevent accidents. While we take every precaution, parents should be aware that some activities may involve items that could potentially cause minor injuries, such as sharp objects, diluted chemicals, flammable materials, dry ice, and other hazards.

Accident Preparedness: Despite our best efforts, accidents can happen. In such cases, we have a well-defined policy in place. This includes accident reporting, clear communication with parents, first aid administration, and, if necessary, the involvement of emergency services.

Chemical Safety: We follow strict regulatory guidelines for the safe dilution and use of chemicals in our experiments. Our team takes every possible step to minimize risks. We conduct thorough clean-up after experiments and use table protectors to prevent contamination. We also remind children to wash their hands after handling experiments and Take-Home-Experiments, like slime. Please note that we do not take responsibility for the consumption of Take-Home-Experiments.



Take-Home-Experiments: Our Take-Home-Experiments contain ingredients or small parts that should not be consumed. Parents, please ensure that these items are kept out of the reach of young children and pets. Ginkgo-Educa is not liable for incidents related to these take-home-experiments.

Promoting Positive Behaviour

Age and Independence: Children are typically welcome to join our activities from the age of 3 years old, provided they are out of diapers during daytime, except for children attending the Playgroup.

Punctuality Matters: We kindly request that you ensure your child arrives on time for the class. Timely attendance helps maintain the flow of the class and ensures everyone can fully enjoy the experience.

Respectful Conduct: We expect all children to treat their fellow participants and the Ginkgo-Educa space with kindness and respect. Our goal is to create a safe and inclusive environment for everyone to learn and grow.

Positive Participation: While we encourage active engagement, any student who consistently disrupts a class may be asked to withdraw from Ginkgo-Educa. This action would only be taken if all attempts to resolve the issue, including discussions with the student's parents or guardians, have not resulted in a satisfactory solution.

Science Club

Registration and Payment

Registration is completed by filling out the registration form. Payment must be made in advance. We will notify you by email shortly after successfully processing your payment.

Cancellation by the customer

For cancellations, there is a 30-day notice period. In this case, you will receive a full refund.

Child's illness:

- We cannot offer refunds for missed days due to common illnesses.
- If your child is absent for more than two consecutive weeks due to a prolonged illness or accident, course fees may be refunded upon request, provided there is a medical certificate substantiating the illness or accident.

Extended vacation:

- If your child will be absent for three consecutive weeks or longer due to a vacation (outside of school holidays), course fees will be refunded if the request is made at least 30 days before your departure. However, please note that if a refund is granted, we cannot guarantee that a spot for your child will be available upon your return.

Cancellation by Ginkgo-Educa:

- In case the minimum number of participants is not reached, you will be notified by email, and you will receive a full refund.
- If we must cancel a course, for example, due to staff shortages, failure to reach the minimum number of participants, official measures, or other unforeseen events, we will initially propose an alternative course on a different date. If the alternative date is not suitable for you, we will promptly issue a full refund.

Science Holiday Camp

Registration and Payment

Registration is completed by filling out the registration form. Payment must be made in advance. We will notify you by email shortly after successfully processing your payment.



Cancellation by the Client

Refund upon cancellation: To cancel a camp registration, please provide written notice, and ensure confirmation via email. Here's our refund policy:

- Cancellations made over 5 weeks before the camp will receive a full refund.
- Cancellations made over 3 weeks prior to the camp up to 5 weeks will receive a 50% refund.
- Cancellations made over 1 week prior to the camp up to 3 weeks will receive a 25% refund.
- Unfortunately, we cannot provide refunds for cancellations in the week leading up to the camp.
- Refunds cannot be offered for missed days due to sickness.

Replacement: If you find a replacement camper of the appropriate age, you may transfer your spot to them. This can only be done until 7 days before the camp starts.

Payment Processing Charges: Please be aware that any refunds will be issued minus payment processing charges from our payment providers. Your understanding is appreciated.

Cancellation by Ginkgo-Educa

Our camps require a minimum number of enrolments to operate. If this minimum isn't met, you'll be notified by email 10 days in advance, and you'll receive a full refund.

If Ginkgo-Educa must cancel a camp (e.g., due to unforeseen staffing emergencies), you'll have the choice of receiving a full refund or a voucher for a future service.

In case a camp needs to be canceled due to government measures (e.g., a Coronavirus lockdown), Ginkgo-Educa will either reschedule the camp or provide a full refund. If participant numbers must be reduced due to additional governmental measures, we'll get in touch with you, and if necessary, we'll allocate spots based on the order of booking.

Birthday Party

Booking and Payment

Booking Process: To reserve your preferred party date, customers can book online. An initial deposit of 100CHF is required. After payment, a member of our team will promptly call you to confirm details and discuss the party's theme. Once all party details are settled and your questions are answered, we will send you an invoice for the full amount. Please ensure the invoice is settled before the party date.

Full Payment: We kindly request full payment before your party booking. Otherwise, we reserve the right to cancel the date.

Cancellation or Date Change by the Customer

Party Cancellation: To cancel a party, please provide written notice, and ensure confirmation via email. Here's our refund policy:

- Cancellation at least 4 weeks before the party date: Full refund.
- Cancellation between 2 to 4 weeks before the party date: Refund, minus the 100CHF deposit.
- Cancellation within 2 weeks of the party date: Non-refundable.

Date Change Requests: If you'd like to reschedule your party and slots are available, we can accommodate your request. However, please note:

- Date changes within 1 week of the party date will incur a 150CHF administrative fee, along with a loss of business fee.

Payment Processing Charges: Please be aware that any refunds will be issued minus payment processing charges from our payment providers. Your understanding is appreciated.



Cancellation by Ginkgo-Educa

If Ginkgo-Educa must cancel a party due to unforeseen circumstances such as educator emergencies, extreme weather, governmental restrictions (e.g., COVID-related measures), or force majeure events, customers will receive a full refund. This applies when we cannot provide a suitable alternative within government guidelines. We also offer the option to reschedule the party for a later date at no additional cost, if desired.

If a child's age does not align with the specified age range for the event, Ginkgo-Educa may request adult supervision for that child, with full responsibility. If the entire group does not meet the age requirement, Ginkgo-Educa reserves the right to cancel the booking without a refund.

Playgroup

Management

The children are supervised by at least one qualified preschool professional (hereinafter referred to as "leader"). Depending on the number of children, additional caregivers may be present. The leader/caregiver maintains open and regular contact with the parents. At least one parent event is held annually, if possible.

Registration

Registration is done in writing using the registration form and is valid for the entire school year (August-July). Registration is binding as soon as it is submitted in writing to Ginkgo-Educa, and the course is non-transferable. When registering for the Playgroup program, any health issues must be disclosed, and emergency information must be completed. In an emergency, the group leader will contact the pediatrician.

Payment

The semester fees are payable in advance. The fees are due quarterly at the end of August, November, February, and May. A late payment fee of 30CHF will be charged for late payments. If payment is not received after the second reminder, the child will unfortunately have to be excluded until proof of payment for the outstanding invoice can be provided. Illness, exceptional holidays, or other missed lessons cannot be refunded. Missed lessons cannot be made up.

Holidays

Holidays, public holidays, and bridge days are based on the City of Bern's holiday schedule. If a course falls on a public holiday or bridge day, it is canceled and will not be rescheduled. You can find the Bernese School Holiday plan on the following website: <https://www.bern.ch/themen/bildung/schule/schulferien>

Cancellation by the client

Registration can be canceled with three months' notice, effective at the end of the month. Cancellation must be submitted in writing by letter or email to Marta Marialva. Before the start of the new school year, the contract can be withdrawn without penalty until April 30th. After this date, a cancellation fee of 200CHF per group is payable.

Cancellation by Ginkgo-Educa

If a program is canceled due to illness or accident of the leader, a refund will be issued, and the sessions cannot be rescheduled.

Pick-up and Drop-off

Pick-up and Drop-off



We kindly request that children are picked up promptly. We understand that unforeseen circumstances can occasionally cause delays, but parents who habitually pick up their children late may be subject to a late fee of 30 CHF per late pick-up.

If you grant permission for your child to go home alone, please inform your child's teacher. Your child's safety is our top priority, and clear communication helps us ensure their well-being.

Liability

Liability

Ginkgo-Educa is only liable for damages caused by unlawful intent or gross negligence on their part in breach of their own obligations arising from these T&Cs and the contractual relationships based on them. Liability for slight and moderate negligence, as well as for indirect and consequential damages, is expressly excluded, whether based on a contract, unlawful act, or any other reason.

Ginkgo-Educa disclaims liability for the loss or damage of personal property. We advise against bringing valuable items or clothing that should not get dirty. Furthermore, we strongly recommend that your child is covered by your personal liability insurance in case they cause damage to Ginkgo-Educa's property or possessions.

Ginkgo-Educa does not assume any contractual or non-contractual liability for damages caused by auxiliary persons engaged to provide the service.

Events Beyond Our Control

In the event of a circumstance that is beyond our control and influence (referred to as "force majeure"), we do not assume liability or responsibility for the non-fulfillment or delayed performance of any obligations arising from these T&Cs and the contractual relationships based on them. An event beyond our control includes, for example:

- Strikes, lockouts, or other industrial actions by third parties.
- Invasions, acts of terrorism, war, fires, explosions, storms, floods, earthquakes, epidemics, pandemics, other natural disasters, or the failure of public or private communication networks.
- The inability to use rail, shipping, air, road, or other means of public or private transportation.

In the event of an event beyond our control affecting the fulfillment of our obligations within the contract, we will inform you at the earliest possible time.

Data protection

To protect the privacy of all children, photos are always published anonymously on public platforms (e.g., social media). Parents are only allowed to take or publish photos of their own child; for other personal photos, the consent of the person concerned is always required.

For more details about our data protection and data security, please consult the document entitled "Privacy Policy" available on our website www.ginkgo-educa.com.

Copyright

Copyright

All copyrights and other intellectual property rights created by Ginkgo-Educa, whether provided to you or used as part of a service, are and remain the exclusive intellectual property of Ginkgo-Educa.

Materials provided as part of a service are distributed on the strict condition that their distribution, reproduction, alteration, modification, or provision to any other entity or individual for any purpose is strictly prohibited without the prior written consent of Ginkgo-Educa.



Severability Clause

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If any of the provisions of these T&Cs should be unlawful, invalid, or unenforceable for any reason, this does not affect the validity of the remaining provisions. Unless otherwise agreed, the ineffective provision is deemed to be replaced by an effective provision that most closely reflects the economic purpose of the provision and the intention of the parties at the time of contract formation. The same applies to any potential gaps in these T&Cs.

Applicable Law and Jurisdiction

Applicable Law and Jurisdiction

These T&Cs, the contractual relationships based on them, and any disputes shall be governed exclusively by Swiss substantive law.

The place of jurisdiction is Bern.