

General Terms and Conditions



Averion GmbH — Courses and Training Events

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Please note: This document is an English translation provided for convenience. The legally binding version of these General Terms and Conditions is the German original ("Allgemeine Geschäftsbedingungen"). In the event of any discrepancy or question of interpretation, the German version prevails (see Clause 17.3).

1. Scope and Contracting Parties

1.1 These General Terms and Conditions (hereinafter "GTC") apply to all courses and training events offered by Averion GmbH (hereinafter "Averion"), in particular to the course "KI für Führungskräfte" (AI for Executives, hereinafter the "Course"). They apply both to the registration of individuals for publicly advertised courses (hereinafter "Open Course") and to courses that Averion conducts exclusively for a single company (hereinafter "In-House Course"). Clause 16 contains additional provisions for In-House Courses.

1.2 The contracting party on the Averion side is exclusively Averion GmbH, domiciled in Zurich, Switzerland.

1.3 The contracting party on the client side is the registering natural person or legal entity (hereinafter the "Participant"). If a company registers a person, the company is the contracting party and owes the course fee; the registered person is deemed the Participant for the purposes of conducting the Course.

1.4 Precedence of these GTC. Deviating, conflicting or supplementary general terms and conditions of the Participant do not become part of the contract, even if Averion does not expressly object to them. Deviations from these GTC require Averion's express written confirmation to be valid.

1.5 These GTC apply primarily to contracts with commercial entities (B2B). Where individual clauses conflict with mandatory consumer protection law upon conclusion of a contract with a consumer, those clauses shall yield to that extent without affecting the validity of the remaining provisions.

2. Course Offering and Scope of Services

2.1 Course format. The course "KI für Führungskräfte" is a single-day, four-hour, in-person event. Venue, date and time are set out in the respective course announcement.

2.2 Included in the course fee. The course fee comprises:

- attendance at the live on-site event;
- all course materials and prompt templates;
- the Averion Framework as a prompt system template;
- a personal 30-minute transfer call following the Course;
- a certificate of attendance issued by Averion.

2.3 Transfer call. The transfer call under Clause 2.2 must be taken within three months of the course date. If it is not requested within this period, it lapses without replacement; there is no entitlement to a refund.

2.4 Number of participants. Attendance is limited to ten persons per Course. Places are allocated in the order in which payment is received.

2.5 Changes to services. Averion is entitled to adjust the structure, content and tools used in the Course for objectively justified reasons, provided that the purpose of the Course is not materially impaired and the change is reasonable for the Participant. In particular, the selection of AI tools covered may change in line with market developments.

3. Registration and Conclusion of Contract

3.1 Registration is made via the registration form on [averion.ch](https://www.averion.ch), by e-mail, or by any other means offered by Averion. Registration is binding.

3.2 The contract is concluded upon Averion's confirmation of registration. The course place is definitively reserved only once payment has been received in full.

3.3 Averion is entitled to decline a registration without stating reasons, in particular where the Course is fully booked. In such cases, any payments already made will be refunded in full.

3.4 Verbal side agreements require written confirmation by Averion in order to take effect.

4. Prices, Payment and Default

4.1 Prices. The price stated in the respective course announcement applies. All prices include statutory value added tax (VAT) at the applicable rate, currently 8.1 %.

4.2 Early-bird price. Any early-bird price applies only to registrations received within the advertised period. The date of receipt of the registration by Averion is decisive.

4.3 Payment term. The course fee is payable within 14 days of the invoice date and in any event before the Course begins, without deduction.

4.4 Default. In the event of late payment, Averion is entitled to withdraw from the contract after a reasonable grace period has expired unused and to allocate the course place elsewhere. Default interest of 5 % p.a. from the due date (Art. 104 para. 1 Swiss Code of Obligations) is reserved.

5. Cancellation by the Participant

5.1 Form. Cancellations must be submitted to Averion in writing; notification by e-mail to hello@averion.ch is sufficient. The date on which the cancellation is received by Averion is decisive for compliance with the deadline.

5.2 Cancellation fees. The following cancellation fees apply; they apply equally to Open Courses and In-House Courses:

Cancellation received	Cancellation fee
Up to 4 weeks before the Course begins	50 % of the course fee
Less than 4 weeks before the Course begins likewise in cases of non-attendance, illness or other impediment	100 % — no refund

5.3 Calculation of the deadline. The first day of the Course is decisive; for In-House Courses, the date contractually agreed in writing. For the Course held on 29 September 2026, the deadline under Clause 5.2 therefore expires on 1 September 2026.

5.4 No refund. Where a cancellation is received less than four weeks before the Course begins, there is no entitlement to a refund of the course fee, irrespective of the reason for cancellation. This applies equally to non-attendance on the course date and to illness or any other impediment affecting the Participant.

5.5 Substitute participant. For Open Courses, the Participant may nominate a substitute participant at any time before the Course begins, free of charge. The substitute assumes all rights and obligations under this contract and must be notified to Averion in writing in advance. For In-House Courses, the composition of the group is in any event at the Client's discretion within the agreed number of participants.

5.6 Rebooking. Upon request, Averion may permit a transfer to a later course date. There is no entitlement to such a transfer; it is at Averion's discretion and subject to available capacity.

6. Cancellation and Postponement by Averion

6.1 Averion is entitled to cancel or postpone a Course, in particular where the number of registrations is insufficient, where the instructor is unavailable, or for other good cause.

6.2 Refund. In such cases, any course fee already paid will be refunded in full. Alternatively, the Participant may request a transfer to a replacement date.

6.3 No further claims. Any further claims by the Participant, in particular for reimbursement of travel, accommodation or lost working time, are excluded unless Averion has acted with intent or gross negligence.

7. Course Materials and Copyright

7.1 Averion's ownership. All course materials, prompt templates, presentations and the Averion Framework are protected by copyright and remain the property of Averion.

7.2 Right of use. The Participant receives a simple, non-transferable right to use the materials for their own purposes and for the purposes of their own company. Applying the knowledge conveyed in day-to-day professional work is expressly intended and covered by the purpose of the Course.

7.3 Prohibited use. The materials may not be passed on, published, reproduced or commercially exploited vis-à-vis third parties, and in particular may not be used for the Participant's own training or educational offerings.

7.4 Recordings. Photographic, audio and video recordings during the Course are not permitted without Averion's prior written consent.

8. Participant's Obligations to Cooperate

8.1 Equipment. The Participant shall bring their own functioning laptop where the course announcement so provides.

8.2 Responsibility for data. The Participant is solely responsible for the data they enter into AI tools during the Course. The Participant shall ensure that they are authorised to do so and that they do not disclose any trade secrets, personal data or confidential information of third parties for which they lack the necessary authorisation.

8.3 Third-party services. The use of third-party services (in particular ChatGPT, Claude, Gemini or NotebookLM) is governed by those providers' own terms of use and privacy policies. Averion is not a party to those agreements and accepts no responsibility for their availability, content or data processing.

9. No Guarantee of Success

9.1 Diligent delivery, no guaranteed outcome. The Course conveys knowledge and methods for using AI tools in a management context. Averion owes the diligent delivery of the Course, but does not owe any particular learning, application or business outcome.

9.2 No advice in individual cases. The content conveyed does not constitute legal, tax or business advice in individual cases. Before applying it within their own company — in particular in matters relevant to data protection or regulation — the Participant must obtain a professional assessment of the specific case.

9.3 AI-generated output. Results produced by AI systems may be incorrect, incomplete or inaccurate. Averion excludes any warranty as to the accuracy of such results. The Participant remains responsible for reviewing and using them.

10. Liability

10.1 Unlimited liability. Averion is liable without limitation for damage caused by intent or gross negligence, and for personal injury in accordance with statutory provisions.

10.2 Limitation of liability. In all other respects, Averion's liability is limited, to the extent permitted by law, to the amount of the course fee paid. Liability for slight negligence, indirect damage, consequential damage and loss of profit is excluded.

10.3 Personal belongings. Averion accepts no liability for items brought along by the Participant.

11. Data Protection

11.1 Purpose of processing. Averion processes the personal data collected during registration in order to deliver the Course, issue invoices and comply with statutory obligations. Processing is governed by the Swiss Federal Act on Data Protection (FADP).

11.2 Disclosure. Data is not passed on to unauthorised third parties. Disclosure occurs only where necessary for the performance of the contract — in particular to the fiduciary firm engaged for accounting purposes — or where required by law.

11.3 Data subject rights. The Participant may at any time request information about the personal data processed about them, and request its correction or deletion, unless statutory retention obligations apply. Requests should be addressed to hello@averion.ch.

11.4 Marketing. Contact details are used for marketing purposes only with the Participant's consent; such consent may be withdrawn at any time.

12. Use as a Reference

12.1 Averion may name the Participant's company and use its logo as a reference only with that company's prior written consent.

13. Force Majeure

13.1 Averion is not liable for non-performance or delays attributable to events beyond its reasonable control (in particular official orders, epidemics, strikes, natural events, or failure of critical infrastructure). If such an event continues beyond the course date, Clause 6 applies by analogy.

14. Amendments to these GTC

14.1 Averion may amend these GTC at any time. For contracts already concluded, the version in force at the time of registration applies.

15. Governing Law and Jurisdiction

15.1 Governing law. These GTC and all contracts arising from them are governed exclusively by Swiss law, excluding the conflict-of-law rules of the Swiss Private International Law Act (PILA) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Jurisdiction. The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC is Zurich, Switzerland. Mandatory statutory places of jurisdiction remain reserved.

16. In-House Courses

16.1 Subject matter. In an In-House Course, Averion delivers the Course exclusively for one company (hereinafter the "Client"). The Client is the contracting party and owes the full agreed fee irrespective of the number of participants who actually attend.

16.2 Precedence of the individual agreement. Content, duration, venue, number of participants and fee are set out in the written quotation or order confirmation. Where these deviate from the present GTC, they take precedence.

16.3 Application of the remaining provisions. Clauses 1 to 15 apply to In-House Courses by analogy, unless otherwise provided below. Clause 2.4 (limit of ten participants) does not apply; the agreed number of participants is decisive.

16.4 Cancellation. The cancellation fees under Clause 5.2 apply unchanged to In-House Courses: where the cancellation is received up to four weeks before the agreed delivery date, 50 % of the agreed fee; thereafter 100 % with no refund. The delivery date agreed in writing is decisive.

16.5 Postponement. One postponement of the delivery date is possible free of charge up to four weeks before the agreed date, provided that a replacement date within six months is agreed and Averion has capacity. Any later or repeated postponement is treated as a cancellation within the meaning of Clause 16.4.

16.6 Client's obligations to cooperate. For In-House Courses held at the Client's premises, the Client shall provide a suitable training room, a functioning internet connection and the necessary presentation technology free of charge, unless otherwise agreed. If the Client fails to do so, Averion may postpone delivery; the costs of such postponement are borne by the Client.

16.7 Travel expenses. Where the Course is delivered outside the Canton of Zurich, travel and any accommodation costs are charged additionally on the basis of actual expenditure, unless otherwise agreed in the quotation.

16.8 Materials and copyright. Clause 7 applies unchanged. The right of use in the course materials extends to the Client and to the employees attending the Course; passing them on to third parties or using them for the Client's own training offerings is not permitted.

17. Final Provisions

17.1 Severability. Should individual provisions of these GTC be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

17.2 Written form. Amendments and additions to these GTC require written form. Notification by e-mail is sufficient unless otherwise provided in these GTC.

17.3 Governing language version. These GTC are also made available in English translation. In the event of any discrepancy or question of interpretation, the German version alone shall be authoritative.