



General Terms & Conditions

Annual flat rates for SIS 2020

General Terms and Conditions 2020 – SIS Canteen Catering Contract (T&C ZfV Polyright Cashless)

Thank you for registering and logging into the ZfV Polyright Cashless System for the administration of pupil badges. The registration, logging in, and topping up of your "badge account" with a credit card or via a direct bank transfer in the ZfV Polyright Cashless System legally constitutes a conclusion of a contract with Genossenschaft ZfV-Unternehmungen (hereinafter «ZfV»), Flüelastrasse 51, 8047 Zurich in accordance with the following General Terms and Conditions (hereinafter «T&C»).

1. Contractual parties

Contractual parties are the pupils, or if they have not reached the age of majority, their legal guardian(s). The legal guardians are each jointly and severally liable for the obligations that they enter into via this contract. This joint and several liability shall continue to apply even in the event of a change in marital status later on.

The legal guardians are liable for the obligations that they enter into via this contract, even after the pupil has reached the age of majority.

2. Conclusion of contract

The contract is entered into via the order placement on the ZfV Polyright Cashless System.

3. Prices

The prices for the ZfV menu fees of the various SIS schools can be viewed on the following website.

<https://zfv.ch/de/betriebe/mensen>

For the issuing of a manual receipt outside of the ZfV Polyright Cashless System, a processing fee of CHF 25 will be charged. Also, the same fee is applicable to changes to the weekdays for which catering is provided and for terminations of the contract.

4. Terms of payment

No VAT is charged for pre-payment. Payments take place exclusively via the ZfV Polyright Cashless System with the following payment options:

MasterCard, Visa, PostFinance PostCard and E-Finance, American Express and E-Banking bank transfer.

For credit card payment, funds are generally credited to your badge account with ZfV within a maximum of 5 minutes. For bank transfers with E-Banking, funds will take approx. 2–3 days to be credited.

5. Provision of service

Logging in via the ZfV Polyright Cashless System and the bank transfer of the corresponding menu fee is to take place 2 weeks before the start of the semester. The pupil badges will be handed out to the pupils in the school cafeteria after payment has been received in the ZfV Polyright Cashless System. Without a valid pupil badge, there is no entitlement to receive meals.

If pupils have any allergies, this must be communicated to ZfV before the start of catering via e-mail to debitoren@zfv.ch. This information will be printed on the pupil badge.

6. Changes

If pupils join or leave the school during a semester, the semester fee will be charged pro rata temporis. The start date upon joining is always Monday.

If pupils leave during a semester, the amount of the difference will be refunded, provided notice of termination according following paragraph 8. Refunds are made after the bank details have been provided via e-mail to debitoren@zfv.ch.

Changes to the days of the week for catering can only be applied / activated to the next calendar month with a notice of at least a week beforehand.

All notifications of changes are to be made via e-mail to debitoren@zfv.ch.

7. Non-usage of the services booked

If the services booked (advance payment) are not used or only used partially, no refunds will be provided.

For absences lasting 3 consecutive weeks or more due to an illness or accident, this absence must be supported by a doctor's certificate. The school days for which the services were not used will subsequently be refunded. Doctor's certificates will be accepted retroactively up to a maximum of one month after the diagnosis. For absences lasting less than 3 weeks, there is no entitlement to a refund.

If a pupil is expelled from the school, there is no entitlement to a refund.



8. Termination

Termination is possible at the end of every month (except December and June) by observing a one-week notice period. Notice given in December or June is valid at the end of the following month (January or July). In order to be valid, termination must be submitted via e-mail to **debitoren@zfv.ch**. Terminations that are made orally or over the phone are not valid.

9. Security of your account and your passwords

You acknowledge the confidential nature of your passwords and agree to bear responsibility for keeping them secret. Accordingly, you acknowledge that you bear sole responsibility for all activities on your account with respect to ZFV as well as Polyright AG, the company responsible for operating the portal. You agree that you shall inform ZFV without delay upon gaining knowledge of unauthorised use of your password or account.

10. Personal data

You consent to the use of your data in accordance with the privacy policy of ZFV:
<https://zfv.ch/de/allgemein/datenschutz>

11. Disclaimer of liability

The services shall be provided in their existing form. ZFV as well as the company Polyright AG, which is responsible for the operation of the portal, do not provide any guarantee regarding the provision of the services.

12. Changes to the terms and conditions

ZFV may adapt the T&C or the Additional T&C at any time, for example in order to implement legal or regulatory requirements or to take functional changes of the services into account. You acknowledge that your use of the services starting from the date of validity of the General Terms and Conditions or the Additional Terms and Conditions will be seen as acknowledgement of the updated T&C or Additional T&C.

13. Others

Should any provisions of these T&C be void or legally unenforceable, the other provisions shall continue to be valid. In this case, void or legally unenforceable provisions shall be replaced with legally enforceable ones whose economic impact approximates those of the unenforceable ones as closely as is legally possible. Feel free to contact us with any questions during our office hours.

Tel. **+41 44 388 3535** or send us an email at the following address: **debitoren@zfv.ch**

The online portal is provided and operated on behalf of ZFV via the company Polyright AG.

14. Acceptance of the terms and conditions

The use of the services is not permitted without acknowledging the terms and conditions. Via the actual use of the services, you acknowledge that ZFV shall view your use of the services from that point in time onwards as acknowledgement of the terms and conditions.

15. Place of jurisdiction

In the event of disputes, Swiss law shall apply exclusively. The place of jurisdiction is Zurich. However, ZFV is also entitled to bring suit against the pupil and/or his legal guardian at their place of residence.

The German version of these T&C is legally binding. Translations are merely of an informational nature.