



General Terms and Conditions (GTC)

for attendance at continuing education university courses ("Universitätskurse")
of the University of Natural Resources and Life Sciences, Vienna

1. Applicability

These General Terms and Conditions shall apply to all continuing education university courses (hereinafter referred to as "university courses" or solely "course") organised by the University of Natural Resources and Life Sciences, Vienna (BOKU).

2. Registration

2.1. Registration for BOKU university courses shall be done within the period of time indicated on the website of the respective university course by means of an online registration form, in each case for the entire course, unless special regulations have been published for certain courses. Registration will be binding upon submission of the registration form. However, this does not guarantee a right to attend the course.

2.2. After the requirements for registration have been checked for fulfilment, registrations will be ranked according to the relevant curricula. Applicants will be informed of their admission to the course in writing timely in advance. Applicants who meet the eligibility criteria but cannot be admitted due to a limited number of participants will be put on a waiting list in chronological order of their application and will move up the list in the case that a course participant drops out.

2.3. No expenses incurred in connection with the registration and selection procedure will be reimbursed by BOKU.

3. Course fees and payment modalities

3.1. Participants are required to pay course fees for all courses at BOKU. Unless stated otherwise, course fees shall be paid in advance before the start of the course or, in case of courses lasting several semesters, for each subsequent semester. The invoiced course fees must be received in the university's account not later than two weeks prior to the start of the semester or course. All course fees are in euros and include the costs for the course and the course material. All other expenses incurred by the participants in connection with attendance (e.g. for excursions, travels, accommodation, meals, etc.) must be paid by the course participants themselves.

3.2. Participants will be entitled to (continue to) attend the course only upon full and timely receipt of the tuition fees before the start of the relevant semester or course.

3.3. If the participant is late in paying the semester or course fees, BOKU reserves the right to exclude participants from further attendance.

3.4. In principle, payment by instalments is not provided for. Participants may request payment by instalments in exceptional cases. In this case a written instalment plan will be agreed and the first instalment must be received in BOKU's account not later than two weeks before the start of the course. In the case of payment by instalments an additional 2.5% of the total course fee will be charged. However, students have no right to be granted the option of payment by instalments.

3.5. The participants undertake to bear any and all dunning and collection charges caused by late payment or non-payment.

4. Cancellation policy

4.1. Registrations must be cancelled in writing. The amount of the cancellation fee depends on the time of cancellation.

- If participants cancel their registration 4 weeks prior to the start of the course or earlier, the cancellation fee will amount to 15% of the course fee.
- If participants cancel their registration later than 4 weeks before the start of the course, the cancellation fee will amount to 50% of the course fee.
- If participants cancel their registration later than 7 days before the start or during the course, he/she must pay the full course fee, irrespective of whether the participant attends the university course or not.

4.2. The cancellation fees will be due for payment within 14 days of invoicing. Any payments exceeding the fees described above will be refunded to the participant.

4.3. In the case that a suitable substitute participant is suggested and registered, the fees mentioned in paragraph 4.1 and 4.2 will not be payable.

5. Change of the course programme or of running of the course/change of service

5.1. BOKU reserves the right to postpone or cancel the course in the case that the number of participants is too low or other important reasons arise. In the event of cancellation or if the participant is no longer able to attend the course after it has been postponed, any payments of course fees already received at that time will be refunded.

5.2. BOKU also reserves the right to make necessary changes in terms of the course lecturer, content, dates or locations (also at short notice). Such changes neither entitle the participant to cancel his/her registration nor to a reduction in the course fee or to claims for damages.

5.3. If a course is cancelled due to illness of the lecturer, force majeure or other unforeseen events, BOKU shall not be required to reimburse travel expenses or accommodation costs.

6. Copyrights

All learning materials provided for a university course (such as scripts, electronic data storage media, videos, etc.) constitute intellectual property of either BOKU or the author and are exclusively available to the participants of the respective course for personal use. No further use or passing on to third parties is permitted or requires approval.

7. Liability

In the case of damage to or loss or theft of items brought to the university course, in particular valuables, BOKU assumes no liability whatsoever.

8. House rules

The house rules of the University of Natural Resources and Life Sciences or of the venue as amended from time to time shall apply. Repeated violations of the house rules or other safety or order regulations may lead to exclusion from the course. Course fees paid will not be refunded in this case.

9. Changes in personal data

Communications to the participant will be sent to the address advised to the university. The participants agree to immediately notify BOKU of any changes in their contact details.

10. Miscellaneous

If any provision of these GTC is or becomes legally ineffective, the effectiveness of the remaining provisions of these GTC shall not be affected. To the extent legally permissible, the ineffective provision shall be replaced by an effective provision which

comes as close as possible to the meaning and the purpose of the ineffective one. The same shall apply in the case of gaps.

The German version of the wording of this General Terms of Conditions shall be decisive for interpretation of the same.

Last revised: 6 April 2020