



General Terms and Conditions (GTC)

for attendance at continuing education university programmes (“Universitätslehrgänge”) of the University of Natural Resources and Life Sciences, Vienna

1. Applicability

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

2. Application (registration) and admission

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

2.2. The heads of the programmes are authorised to select participants through a programme-specific selection procedure according to the admission criteria defined in the relevant curriculum and may reject applications immediately following the selection procedure with no obligation to state reasons. Applicants will be informed of their admission to the programme 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 programme participant drops out.

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

3. Programme fees and payment modalities

3.1. Participants are required to pay programme fees for all programmes at BOKU.

3.2. Programme fees shall be paid by the applicant from the date of admission to the respective university programme after separate invoicing.

3.3. Unless stated otherwise, programme fees shall be paid in advance before the start of the programme or, in case of programmes lasting several semesters, for each subsequent semester. The invoiced programme fees must be received in the university's account not later than two weeks prior to the start of the respective

programme/semester. All programme fees are in euros and include the costs for courses and 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 programme participants themselves.

3.4. The Austrian Student Union (ÖH) fee is included in the programme fee for the prescribed duration stated in each curriculum (duration of the programme) and two additional semesters (semesters of tolerance).

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

3.6. If a participant is late in paying the semester fees, BOKU reserves the right to exclude the participant from further attendance.

3.7. 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 programme. In the case of payment by instalments an additional 2.5% of the total programme fee will be charged. However, students have no right to be granted the option of payment by instalments.

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

3.9. If the prescribed duration defined in the curriculum is exceeded by more than two semesters (semesters of tolerance), participants will be required to pay an administrative fee in the amount of EUR 500 for each additional semester plus the ÖH fees for continued enrolment.

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 programme or earlier, the cancellation fee will amount to 15% of the programme fee.

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

4.2. These 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 paragraphs 4.2. and 4.3. will not be payable.

5. Change of the programme or of running of the programme/change of services

5.1. BOKU reserves the right to postpone or cancel the programme 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 programme after it has been postponed, any payments of programme fees already received at that time will be refunded.

5.2. BOKU also reserves the right to make necessary changes in terms of the programme 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 programme 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 programme 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 university courses, 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 programme. Programme 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