

## General Terms and Conditions of Fachhochschule Kufstein Tirol Bildungs GmbH

The basis of all legal transactions between Fachhochschule Kufstein Tirol Bildungs GmbH and its contractual partners is the "General Terms and Conditions" as last amended. The rights and duties of the contracting parties for individual degree programs are also defined in greater detail by the content of any program or lecture information and/or other notifications from Fachhochschule Kufstein Tirol Bildungs GmbH.

### Registration / application

A limited number of places are available for the degree programs of Fachhochschule Kufstein Tirol Bildungs GmbH. Applications must be made in writing and are subject to a multi-level admission procedure that is described on the website [www.fh-kufstein.ac.at](http://www.fh-kufstein.ac.at).

### Data protection

Consent for automatic student data processing is issued with the application. Moreover, the applicant declares his / her agreement that his / her name and address data can be disclosed as of admission to simplify internal communication with fellow students, instructors, and all persons entrusted with organizing the study programs. The applicant declares her / his agreement that she / he may be referred to by name – possibly supported by image material – in the course of marketing and similar activities of Fachhochschule Kufstein Tirol Bildungs GmbH. This statement of agreement also applies to the time after the student has left the corresponding degree program. Reference is made to the 2003 Austrian Telecommunications Act (TKG 2003), especially § 107 as last amended.

You can find more information about data processing conducted by Fachhochschule Kufstein Tirol in our privacy policy at the website [www.fh-kufstein.ac.at](http://www.fh-kufstein.ac.at). Our privacy officer is available for questions at the following email address: [datenschutz@fh-kufstein.ac.at](mailto:datenschutz@fh-kufstein.ac.at).

### University fees and deposit

The Austrian University of Applied Sciences Studies Act (FHStG) as last amended prescribes university fees of 363.36 EUROS per semester for programs offered by universities of applied sciences. University fees are incurred for all semesters prescribed in the curriculum as well as for semesters that are dedicated to writing bachelor and master theses, to completing a professional traineeship, to completing a period of study abroad and/or a semester abroad, or that are dedicated to similar purposes. The requirement for participating in a study program is that the university fees are paid.

Since Fachhochschule Kufstein Tirol Bildungs GmbH cannot influence lawmakers' decisions about the amount of the university fees, no guarantee is given that university fees in the stated amount will be collected for all semesters of the degree program. In any case, the university fees have to be borne by the students themselves. No increase of the university fees provides authorization to terminate or interrupt the degree program.

Fachhochschule Kufstein Tirol Bildungs GmbH is obligated to collect a student union fee (ÖH-Beitrag) per semester at the prevailing rate, which is subsequently transferred to the Austrian Student Union (Österreichische Hochschülerschaft).

Only a limited amount of study places can be provided in degree programs. In order to prevent admitted applicants from not beginning their studies or dropping out early without plausible reasons, a deposit of 363.36 EUROS is collected at the beginning of the degree program in addition to the university fees for the first semester. The paid-in deposit amount is regarded as forfeited if the student does not begin his / her studies or if the student gives up his / her studies without a sufficient justification during the first semester. In all other cases, the deposit is offset against the university fees of 363.36 EUROS for the second semester.

If Fachhochschule Kufstein Tirol Bildungs GmbH provides students with material resources (e.g. documents), the students will also bear the costs that are incurred from doing so such as the costs of participating in excursions, any periods of study abroad, master's degree graduation ceremonies, as well as separate services performed for graduation, etc.

### Changes of services

The degree programs are planned on a long-term basis and are subject to constant quality checks. Continual adjustments are necessary to assure quality. These sorts of adaptations – likewise any short-term changes – do not justify any claims for damages whatsoever. Students declare their agreement to maintain an email account for the duration of the degree program for sending information, documents, etc. and to access this information from an internet address made known by Fachhochschule Kufstein Tirol Bildungs GmbH.

### Liability

If a lecture is canceled due to the instructor being ill, force majeure, or other unforeseen events, no claim exists for performing the lecture. Fachhochschule Kufstein Tirol Bildungs GmbH cannot be made liable in these cases for

reimbursing any costs, in particular for travel and / or accommodation expenses for part-time students who are pursuing university courses accompanying their apprenticeship, as well as for compensation payments for lost working hours. As a general rule, Fachhochschule Kufstein Tirol Bildungs GmbH can only be made liable for the cancellation of a lecture in the case of intent or gross negligence. Fachhochschule Kufstein Tirol Bildungs GmbH likewise assumes no liability for (additional) costs that students incur as the result of the rescheduling of canceled individual classes except in cases of intent or gross negligence.

Fachhochschule Kufstein Tirol Bildungs GmbH assumes no liability for cases of theft, loss, or damage to objects brought along for study purposes, in particular valuables. The rules and regulations of Fachhochschule Kufstein Tirol Bildungs GmbH apply as last amended.

### **Entry into force and jurisdiction**

These General Terms and Conditions enter into force on 01/12 2018 and replace the previous version of the General Terms and Conditions. The sole jurisdiction for all disputes from agreements concluded between Fachhochschule Kufstein Tirol Bildungs GmbH and its contractual partners is Kufstein. Austrian law applies to the exclusion of the references as they are codified in the standards of the Austrian Federal Act on International Private Law as last amended.

**[www.fh-kufstein.ac.at](http://www.fh-kufstein.ac.at)**