

General Terms and Conditions of the Hochschule Kufstein Tirol Business School GmbH

All legal transactions between the Hochschule Kufstein Tirol Business School GmbH and its contractual partners are based on the General Terms and Conditions of the Hochschule Kufstein Tirol Business School GmbH in their currently valid version. For the individual training courses, the rights and obligations of the parties to the contract are additionally determined and specified in more detail in program or event information or other communications from the Hochschule Kufstein Tirol Business School GmbH.

Registration / Application / Admission

A limited number of places are available for training courses at the Hochschule Kufstein Tirol Business School GmbH. Applications must be made in writing. Applications meeting the formal admission criteria will be considered in the order in which they are received. However, the Hochschule Kufstein Tirol Business School GmbH reserves the right to rank the course participants independently of their application submission date, particularly when the rejection of some participants may be necessary to preserve the balance of the training course participants based on didactical considerations.

Data privacy protection

With the submission of an application, applicants consent to the automated processing of the data associated with course participants. Furthermore, applicants agree that their name and address data can be passed on to fellow students and lecturers and all persons entrusted with the organization of the training course to simplify internal communication. Moreover, applicants agree that they may be named – supported by image material if necessary – in the course of marketing and similar activities of the Hochschule Kufstein Tirol Business School GmbH. This declaration of consent also applies to the time after leaving the associated training program. Reference is made to the Telecommunications Act 2003 (TKG 2003), in particular Section 107, as amended.

Further information and information about the processing of data by the Hochschule Kufstein Tirol Business School GmbH can be found in the data protection declaration on the Internet. If you have any questions, the data protection officer can be reached at datenschutz@hok.ac.at.

Participation fee and services

The participation fee is due for payment without deduction within 14 days of the date of invoice. The participation fee includes course documents and access to the virtual learning environment to the extent required. Depending on the training course program and the free decision of the Hochschule Kufstein Tirol Business School GmbH, additional services (e.g., beverages during breaks) may be included. The fee does not include travel, accommodation, and meal costs for the participants or other expenses. The course units will be held at the communicated locations. Changes in location may be announced separately in writing.

According to § 4 paragraph 10 of the University of Applied Sciences Studies Act (FHStG), non-degree students are members of the Austrian Students Union (ÖH). Non-degree students are students in further education courses. Therefore, for courses lasting multiple semesters, the Hochschule Kufstein Tirol Business School GmbH is obliged to collect an "ÖH contribution" per semester in the applicable amount, which is then transferred to the Austrian Students Union.

If the Hochschule Kufstein Tirol Business School GmbH provides the participants with learning material (e.g., documents), the costs incurred for this are to be borne by the student as well as the costs of participating in excursions.

Employed students can deduct the participation fees and any other training course costs (e.g., learning materials, travel, and accommodation costs) as income-related professional training expenses in the following year. The amount of the deductible depends on the respective employment and any part-time jobs.

Cancellation conditions

Once the applicant has been accepted, a processing fee of five percent of the total participation fee, which is already included in the participation fee, is due for payment. Applications can be canceled up to eight weeks before the start of the training course or study without paying a participation fee, apart from the processing fee. In the event of cancellations after this point in time, 50 percent of the participation fee for all semesters must be paid. However, if the cancellation occurs within four weeks before the start of the course, this flat-rate compensation amounts to 100 percent of the participation fee. Cancellations of registrations are only effective if they are made in writing by registered mail; the arrival of this correspondence at the FH Kufstein Tirol International Business School GmbH is decisive for meeting the deadline.

The Hochschule Kufstein Tirol Business School GmbH reserves the right to cancel a course, e.g., due to an insufficient number of participants. If such a cancellation occurs up to one week before the start of the training course, the course participants will not be entitled to any damage or other claims for compensation. In the event of cancellation within three days before the start of the training course, the Hochschule Kufstein Tirol Business School GmbH shall be liable for compensation of costs that can be proven to have been paid by course participants with the exception of any claims for travel and accommodation costs; travel and accommodation costs cannot be reimbursed. In these cases, the Hochschule Kufstein Tirol Business School GmbH will reimburse participation fees already paid without any deduction.

Interruption of the training course

In the event of an interruption of the training course, 50% of the subsequent course fees/participation fees will be charged. Reimbursement of fees for courses that last only one semester is not possible. The ÖH fees for multi-semester courses are charged for each semester participants are enrolled.

Course changes

The training course program is planned for the long term and is subject to constant quality controls. Quality assurance requires continuous adjustments. Such adjustments - as well as any short-term changes - do not entitle participants to any claims for damages. Training course participants agree to maintain an email account for the duration of the course for the sending of information, documents, etc., and to access this information from an Internet address provided by the Hochschule Kufstein Tirol Business School GmbH.

Liability

If a training course module is canceled due to the illness of the lecturer, force majeure, or other unforeseen events, there is no entitlement to the event being held. In this case, the Hochschule Kufstein Tirol Business School GmbH cannot be held liable for the reimbursement of travel and/or accommodation costs or compensation payments for loss of work. In general, the Hochschule Kufstein Tirol Business School GmbH can only be held liable for the cancellation of a course in the event of intent or gross negligence. The Hochschule Kufstein Tirol Business School GmbH assumes no liability for (additional) costs incurred by the course participants due to the postponement of individual modules that have to be rescheduled.

The Hochschule Kufstein Tirol Business School GmbH assumes no liability in the event of theft, loss, or damage to objects brought to the training course, in particular valuables. The current version of the house rules of the Hochschule Kufstein Tirol Business School GmbH apply.

Effectiveness

These General Terms and Conditions are effective as of June 01, 2019. The exclusive place of jurisdiction for all disputes arising from the contracts concluded between the Hochschule Kufstein Tirol Business School GmbH and its contractual partners is Kufstein. Austrian law applies to the exclusion of the reference norms of Austrian international private law.