

## General Course Terms and Conditions

This document is an English translation of the German version of the “Allgemeine Kursbedingungen (AKB)” just for your information. Only the German version of the AKB is legally binding.

The University Preparation Programme of the Vienna Universities (VWU) is run by the OeAD-GmbH – Agentur für Bildung und Internationalisierung), Ebendorferstraße 7, A-1010 Wien, as legal entity together with six Vienna universities. For inquiries please always contact the VWU office at Sechshauser Straße 33A, A-1150 Wien, Tel. +43 (1) 319 99 91, [vwu@vwu.at](mailto:vwu@vwu.at).

### 1 Terms of registration

#### 1.1 Courses

With the exception of online courses (offered exceptionally in winter semester 2021 due to the particular situation related to the COVID-19 pandemic for students who cannot reside in Austria at the time of semester start – however, arriving in Austria at some point during the semester is required) registrations for preparatory courses at the VWU can only be made in person. Initial registrations have to be made by the students themselves, initial registrations by representatives are not possible. In case of circumstances related to the COVID-19 pandemic impeding or rendering impossible to enter or access the premises of VWU (if given, will be announced on the website of VWU), students may exceptionally register online. Students can only register for the subjects stated in their admission letters. The admission letter and proof of identity with photo and citizenship (e.g. passport) must be presented upon registration.

The allocation of students to individual courses follows the order of registration and is finalised only after the VWU has checked all registration requirements, and for German and English courses only after the completion of a placement test (for initial registrations only). The date of the placement test will be announced upon registration.

Course schedules, including course times and locations, will be posted at the VWU. There is no entitlement to attend courses directly at the VWU itself; the VWU can (especially for capacity reasons) assign students to attend German courses with cooperation partners, which will not lead to any changes in the prescribed course fees.

Courses at the VWU generally take place between 8:30 am and 5:20 pm, Monday to Friday. The designated amount of lessons will be ensured by classroom teaching, due to the COVID-19 pandemic also with phases of online teaching and guided self-study sessions. VWU reserves the right to switch to blended learning (a combination of online and classroom teaching) or online classes should that be necessary due to governmental regulations and/or recommendations in relation to health protection. Students, who registered for an online

course will be transferred to classroom courses upon their arrival in Austria, if possible. Independent selection of courses for certain course days, course times or instructors is not possible. Suitable and necessary technical equipment to attend a course (sufficient and stable internet connection, PC or notebook, webcam, headset) needs to be provided by the students. A smartphone is not sufficient.

Claims in relation to the mentioned changes in course modalities (especially reduction or refund of course fees) may not be asserted.

## 1.2 Supplementary examinations

Students registering for supplementary examinations need to do so in person providing their admission letter, a confirmation of payment of the examination fee and a proof of identity with photo (e.g. passport). In case of circumstances related to the COVID-19 pandemic impeding or rendering impossible to enter or access the premises of VWU (if given, will be announced on the website of VWU), students may exceptionally register online. Each examination attempt requires a new registration. It is not possible to select or indicate preferences for examiners when registering for supplementary examinations. Time and place of the examinations as well as the examination results will be sent by email.

## 1.3 Deadlines and exam dates

Registrations for courses and examinations are only possible within the respective registration periods published on our website.

Applications for a 5<sup>th</sup> or 6<sup>th</sup> semester can only be submitted during the registration period. Continuing students can only be issued payment slips for the next term until a certain deadline, after which a course place in the following term cannot be guaranteed. The respective deadline is announced in classes and posted at the VWU each term.

Dates for examinations and placement tests are published on the website.

## 1.4 Payment of the course and copying fees

The prescribed course fee is to be paid in full:

- by September 5<sup>th</sup> (for the winter term) or February 5<sup>th</sup> (for the summer term) for first registrations, and
- no later than 3 working days before your registration at the VWU secretariat
- for continuing registrations.

Accepted payment methods include the payment at an Austrian bank by means of the issued payment slip, or payment by electronic banking, stating the purpose and the reference number printed on the payment slip. A stamped payment slip or a printout of the electronic transfer receipt must be presented when registering, or when taking the placement test (for initial registrations). All costs for payment and bank transfers will be borne by the student. Payment by instalments is not possible, as well as attending a course without paying the course fee in advance.

The course fee does not include any costs for course materials. Any books required for the course must be purchased by the students themselves. If necessary, a copying fee may be charged for materials distributed in the course. Also, a fee for excursions may be charged at some point during the term.

The amount of the course fee as well as the conditions for claiming a reduced fee, can be found in the announcement of the VWU Commission on our website, or on the official bulletin board at the VWU.

In courses of the levels AN, AV and EV a minimum attendance of 70% is required (according to the current decision of the VWU Commission) in order not to lose the entitlement to a reduced course fee (if applicable).

Each German course module (beginner module AN/AV/EV and advanced module FG/WF) may be attended no more than twice, therefore students may repeat each module only once. Additional repetitions result in the lapse of the entitlement to a course at reduced fee.

#### 1.5 Payment of the examination fee(s)

Confirmation (a stamped payment slip or printed confirmation of electronic banking) of payment of the examination fee(s) must be presented when registering for examination(s).

#### 2 Cancelled lessons

Despite careful planning, it may occur that single lessons or days of classes have to be cancelled. The VWU is committed – if within the realms of possibility – to announce cancelled lessons in good time, and in such cases to offer replacement lessons. Cancelled lessons do not entitle students to assert claims of any kind.

#### 3 Issuing of course certificates

The VWU will issue a certificate of participation to students (confirming their regular course attendance and success) upon their request at the end of the respective term. Requirements for receiving a confirmation of participation are announced at the beginning of the course and posted at the VWU.

Please meet your obligations in accordance to the current Austrian entry and residence regulations, and ensure that your Austrian residence permit is obtained and/or extended in time.

Apart from the course certificate no other confirmations are issued.

#### 4 Course materials

Teaching materials, copies, tests and other documents distributed in our courses may not be passed on to third parties or published in any form.

#### 5 Compliance with the house rules

By registering for a course, students commit themselves to comply with the VWU house rules, which are posted at the VWU and can be downloaded from the VWU website (<http://www.vwu.at>).

#### 6 Exclusion of liability in connection with personal belongings of students

The OeAD-GmbH, as the legal entity of the University Preparation Programme of the Vienna Universities, is neither liable for the loss nor the theft of students' personal items at the VWU. Therefore, keep an eye on your personal belongings and valuables!

## 7 Cancellation conditions

### 7.1 Deregistration/cancellation of course attendance and refunding of course fees

Deregistration/cancellation of the course(s) at the VWU is only possible **no later than 14 calendar days prior to the course start** and requires the return of all certificates issued by the VWU, a deregistration confirmation from the university, and if necessary a confirmation of termination of the students' health insurance. All of these documents need to be submitted in person to the VWU secretariat. The course fee will only be refunded, when all of the above conditions have been met and after a handling fee of 10% has been deducted.

This regulation also applies when course attendance is not possible due to the late issuance of a visa or residence permit (students de-registering from/cancelling the course later than 14 calendar days prior to the course start may not claim a refund of the course fee). Should a student's Austrian residence permit expire for any reason whatsoever, no refund of the course fee is possible.

Exception: Deregistration/cancellation of the course at the VWU secretariat immediately after passing the respective supplementary examination(s) after the end of the registration period, but no later than November 30<sup>th</sup> (in the winter term) or April 30<sup>th</sup> (in the summer term): in these cases the transfer to a degree programme has to be proven by the presentation of a current student record sheet. The course fee will be refunded, minus a pro-rata share per attended month started until the date of cancellation of course.

If you registered online for a course, you may withdraw from your registration within 14 days of the registration date without the need to provide any reasons (please see the cancellation policy at the end of these terms and conditions). Please note that in case of deregistration from the course, you also need to deregister from university or will be deregistered.

### 7.2 Deregistration from supplementary exams

In case of a timely deregistration from supplementary exams, the paid examination fee will be credited for the next examination date. A refund of the examination fee is not possible.

- German, Mathematics, English: deregistration is possible until one week before the date of the written examination.
- For all other subjects, deregistration is possible until one week before the first day of the oral examination period for the respective examination date.

### 7.3 Deregistration from excursions

In case of deregistration from excursions separate cancellation conditions apply, which are announced at the time of registration.

## 8 Changes to personal data

Changes to personal data, in particular to home and email address, have to be reported immediately, either in person to the VWU secretariat or via [vwu@vwu.at](mailto:vwu@vwu.at). If no changes to personal data are reported, all notifications from the VWU to the last stated address(es) are considered duly served. Students have to report these changes additionally to their respective university (universities).

## 9 Data Proceeding

A detailed data protection declaration can be found on the VWU notice board and at <http://www.vwu.at/>

In postings on the premises of the VWU, containing personal students' data no names will be given, only the corresponding matriculation numbers.

## 10 Forged documents, false identities

Forging documents (course or exam certificates, etc.) and assuming a false identity during examinations may be legally prosecuted.

## 11 Applicable law, court of jurisdiction

Austrian law is exclusively applicable to all agreements regarding course attendance.

The applicable study regulations are laid down in the VWU statutes passed by the Viennese universities and the statutes and examination regulations of the host university.

Any disputes arising from these course terms and conditions are under the jurisdiction of the competent court in Vienna.

## 12 Severability Clause

In case any provision in these course terms and conditions shall become invalid, the validity of the remaining provisions and registrations made under those terms and conditions shall not in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid provision most closely reflecting its purpose and economic objective.

(Version of January 19th, 2021)

## **Cancellation policy pursuant to the Remote and External Business Act (FAGG)**

### a. Right of withdrawal

If registering for an online course, you have the right to withdraw from this agreement within fourteen days starting with the receipt of the confirmation of registration, without stating any reasons.

Please note that in case of deregistration from the course, you also need to deregister from university or will be deregistered.

In order to exercise your right of withdrawal you must inform us

Vorstudienlehrgang der Wiener Universitäten (VWU)

Sechshauer Straße 33A, 1150 Wien

Tel. +43 (1) 3199991-0

Fax +43 (1) 3199991-70

E-Mail: [vwu@vwu.at](mailto:vwu@vwu.at)

of your decision to withdraw from this agreement by means of a clear statement (e.g. by mailed letter, fax or e-mail). You may use the attached withdrawal form, although this is not required.

The withdrawal period has been observed so long as you dispatch the notification of your exercise of the right of withdrawal prior to the end of the withdrawal period.

b. Consequences of the withdrawal

If you withdraw from this agreement, we are obliged to reimburse all payments which we have received from you immediately and at the latest within fourteen days from the date on which we receive your notification of withdrawal from this agreement. For this repayment we will use the same method of payment which you used for the original transaction, unless something different is explicitly agreed with you; in no case will you incur any fees as a result of this repayment.

Has the course started within the period of withdrawal, you have to pay an appropriate fee which corresponds to the part consumed until notification of withdrawal was issued.

Template withdrawal form

If you want to withdraw from your registration, please complete the following form with your personal data and return it to us:

An

Vorstudienlehrgang der Wiener Universitäten (VWU)

Sechshauer Straße 33A, 1150 Wien

Fax +43 (1) 3199991-70

E-Mail: [vwu@vwu.at](mailto:vwu@vwu.at)

I/We (\*) hereby withdraw from the registration of the following course \_\_\_\_\_

Date of registration: \_\_\_\_\_

Name of the student(s): \_\_\_\_\_

Address of the student(s): \_\_\_\_\_

Signature of the student(s): \_\_\_\_\_

Date:

(\*) Delete as applicable.