

## SCOPE OF APPLICATION

These terms and conditions apply to all types of courses, training and exams (hereinafter referred to as courses or events) provided by BFI Wien. Exceptions to this are commercial schools retaining public rights, in-company training, and courses on behalf of the Austrian Job Centre (AMS) or a similar institution.

## REGISTRATION

Each registration (via phone, in written form, via fax, e-mail, online or personal) is formally binding. In order to provide efficient measures, the number of participants is limited. Registrations are considered in the order in which they are received. For organizational purposes, the registration needs to be carried out at least 10 days before the event starts, otherwise we cannot guarantee your participation in the respective course. To process your registration, we kindly ask you to provide us with complete information, especially regarding course title and course number. In case you have not yet attained full age (18 years old), registrations are to be submitted in writing signed by you and your legal guardian. You will receive a registration confirmation by BFI Wien. A written registration confirmation is to be considered delivered even in the case that no notification of a change of address has been provided to BFI Wien in writing and the confirmation was sent to the address you last indicated.

## PREREQUISITES FOR PARTICIPATION

The right to participate in an event can require specified skills and age brackets in addition to the legally stipulated conditions.

## COURSE FEE AND OTHER COSTS

The course fee is indicated in the corresponding valid course programme, other documentation issued for the relevant event or the website [www.bfi.wien](http://www.bfi.wien), or may be requested from the BFI Wien customer service centre. Payment is due immediately upon registration and must be confirmed upon course start. In case of failure to provide a notice on change of address in writing, the aforementioned regulation regarding the registration confirmation applies. BFI Wien is tax-exempt without input tax relief and exclusively invoices net prices. In order to ensure correct accounting on the part of BFI Wien, payments must be provided by means of the payment forms for each respective event. The payment section of the form represents the course card and must be produced upon course start. Fees for examinations or other costs may be invoiced additionally to the course fee. Interest-free payment by instalments can be arranged. In case of late payment, the entire amount is due immediately.

## TEACHING UNITS

One course unit at BFI Wien usually amounts to 45 minutes of teaching, although exceptions – especially for legal reasons – are possible in some subject areas. The location and length of any breaks are determined by the course trainer together with the learner group.

## CONFIRMATION

You are entitled to receive a certificate of attendance if you have attended the required percentage (in general 75 percent or 100 percent) of the specified training units and all course fees including any additional costs have been paid. In case an examination (test) is scheduled for the course, you are entitled to receive a certificate or another assessment of performance if the aforementioned prerequisites for issuing a confirmation of participation are met and the examination (test) has been completed successfully. In addition, some courses of study close with a diploma if the above prerequisites for issuing a certificate are met and the thesis has been completed and considered satisfactory. Duplicates can be obtained at BFI Wien, 3., Alfred-Dallinger-Platz 1/EG, upon notice in advance via telephone or in written form. The handling fee amounts to 15 euro and is to be paid in cash at the above address when picking up the duplicate.

## RIGHT OF RESCISSION

When concluding a distance selling contract or when it comes to contracts concluded outside our business premises, you as a consumer are legally entitled to withdraw from the contract within 14 days without stating a reason. This time limit for rescission starts on the day of the signing of the contract. In order to exercise your right of rescission, you must inform us, BFI Wien, 3., Alfred-Dallinger-Platz 1, T +43 1 811 78-0, F +43 1 811 78-10111, e-mail: [information@bfi.wien](mailto:information@bfi.wien), about your decision to rescind this contract. The declaration does not require any particular form. For this purpose, you may make use of the sample rescission form from the Federal Law Gazette (Bundesgesetzblatt) BGBl. I 33/2014 (also available at [www.bfi.wien](http://www.bfi.wien)). To comply with the rescission deadline, it is enough to send the declaration on exercising the right of rescission prior to the deadline. If you rescind the contract, we are bound to refund all payments that we have received from you no later than 14 days after receiving the declaration of your rescission. Upon claiming the above right of rescission, no cancellation fees whatsoever result. In case you have required of us to start with our services (holding a course) during the rescission period, you must, when making use of your right of rescission, pay us an adequate amount corresponding to the percentage of the services we have rendered up to the point that you informed us that you were exercising your right of rescission of the contract in comparison with the entire scope of the services as provided in the contract.

## CANCELLATION FEES

If the above regulations for legal rescission do not apply, we grant you the possibility of rescission free of charge up to inclusively 15 days prior to course start. Rescission between the 14th and 1st day prior to course start results in a cancellation fee which amounts to up to 50 percent of the course fee upon cancellation and 100 percent upon cancellation on course start. Rescission only takes effect when the rescission notice sent by regular mail and in writing arrives at the address provided for course registration in time or the written rescission is submitted in person at the address indicated for course registration. Cancellation fees are due upon effectiveness of the rescission and have to be paid regardless of reasons for rescission and independent of negligence. In cases when a registration was made for several course participants together, the right of rescission may be exercised for a

single participant. The cancellation fee upon rescission of an event lasting longer than one semester is calculated on the basis of the course fee due for the entire duration of the event. The cancellation fee does not apply if the participant provides a substitute participant who meets the prerequisites and pays the entire course fee.

## RESCISSION ON THE PART OF BFI WIEN – EXCLUSION FROM FUTURE COURSE PARTICIPATION

BFI Wien is entitled, irrespective of the legal provision, to withdraw from the training contract (further course participation, study trip, company visit) for good cause and exclude you from further participation in the respective event. The following, especially, shall constitute good cause: the minimum attendance for the respective course is not met, the designated trainer is not available, or the course cannot be held (anymore) due to other causes. In this case, the course fee or voucher will be refunded. Other reasons for good cause exist, including, but not be limited to:

- if there is reasonable suspicion that you have committed, or attempted to commit, a crime or administrative offence during course participation; or
- through your behaviour or actions, you hinder the orderly and harmonious progress of the instructional event/course despite prior warning; or
- the management is informed by other course participants and/or trainers of legitimate grievances against you and/or your behaviour.

In the aforementioned cases, the course fees or voucher will be refunded aliquot.

## CHANGES BY BFI WIEN

BFI Wien reserves the right to apply changes to the contents of the course programme, the number of course units, the course fee, course location, trainer and course dates in the event that the legal basis for the requirements have changed or the changes are effected by factual conditions. You will be informed of such changes immediately, if possible, so that you may change your registration if required.

## LIABILITY

Claims for damages to BFI Wien due to slight negligence are excluded.

## PROHIBITION OF COMPENSATION

Receivables of BFI Wien resulting from course fees and other costs are excluded from setoffs of possible counterclaims. In case of a consumer transaction, counterclaims may be set off upon insolvency of BFI Wien only if and as they are legally associated with the binding force of the consumer, asserted by judicial processes or recognized by BFI Wien.

## PRIVACY POLICY

Your personal information is collected and processed electronically. This information is exclusively used for BFI internal purposes unless the transfer to third parties is necessary for the provision of our services (e.g. for issuing external examination certificates). In case you receive grants, please authorize us expressly and irrevocably to forward the information that is required for the accounting of the grant (in particular name, address, social security number, course information) to the respective funding institution. To the extent that you have consented to receiving electronic information and marketing material from BFI Wien, we shall send this to you electronically via e-mail until we receive a notice of withdrawal. You may withdraw your consent at any time without stating a reason in writing or by e-mail: [information@bfi.wien](mailto:information@bfi.wien).

## JURISDICTION

The court with jurisdiction in Vienna and over the subject matter shall be agreed to have competence with regards to all litigations under this agreement. This regulation does not apply to consumer transactions.

## CREDITOR PROTECTION

In case the matter is transferred for the purpose of collection, the relevant information and the outstanding balance are forwarded to the law firm commissioned by us.

## BARRIER-FREE ACCESS

BFI Wien ensures that people with special needs are provided with barrier-free access to the public courses and course programmes. Please contact us in advance, so that we may assist you as best we can: BFI Wien customer service centre, T +43 1 811 78-10100 or by e-mail: [information@bfi.wien](mailto:information@bfi.wien). Information on grants for people with special needs is available at [www.sozialministeriumservice.at](http://www.sozialministeriumservice.at).

## PRINTING ERRORS

We reserve the right to make subsequent changes due to typographical errors.