

General Terms and Conditions - Courses

1. UPstairs Management GmbH (subsequent UPstairs) organises extra-occupational educational programs with distance and on-site learning, including a thesis.
 2. The liability for the content of the program lies with the UPstairs. If the course is successfully completed, participants will receive a diploma or certificate of UPstairs.
 3. The study program regulations comply with the valid higher education act of Austrian law.
 4. UPstairs commits to render subsequent services for the participants of the educational programs:
 - a. Upon receipt and examination of the application documents of a participant the course management or scientific management decides about admission of the participant.
 - b. The on-site-learning courses will be organised in or surrounding Vienna, including provision of necessary premises and technical equipment for the course, if not stated otherwise. In-house courses if requested by companies are also possible.
- Lecturers will be organised at the event location for the required courses, UPstairs will organise the transmission of the training documents provided by the lecturers. Courses can be postponed; there is no entitlement to claim to expenses whatsoever (e.g travelling or accommodation costs), loss of income or any other losses or damages. UPstairs is eager to inform participants on time about possible changes, so an acceptable adaption is possible.
- After every on-site-course an evaluation of the lecturer will be held with anonymous questionnaires. The course will be accompanied by a course manager, so a qualified contact for all questions is given at any time. The course manager documents the course in regards of content as well as the group dynamics. As a consequence, poorly assessed lecturers by participants and course managers will not be presented used again in courses in the following years.
- c. UPstairs supports participants of the educational programs to clarify unresolved issues in regards of the study course.
5. The duration of courses depend individually and can range from 1 day up to 3 semesters.
6. Participants bear the costs and expenses for the participation of the study program. The participation fee can be found in the valid and published version of the information for participants.

The course fee is payable net (no discounts) within 14 days after billing and three weeks before start of the course. The price of the course includes the first examination fees and the scripts provided by lecturers, if not provided in electronic form. If a printed version of the scripts from course management is needed, the net cost price of said copies is set-off. Likewise the participants bear the costs of textbooks and legislative texts or copies of textbooks and legislative texts.

a. terms of payment and cancellation: After admission of a student place and billing the total course fee has to be paid. A withdrawal of the contract is possible up to 3 weeks before course starts. In this case 10% of the course fee is withheld as a cancellation fee, regardless of whether or not the participant is to blame. If a withdrawal occurs within 3 weeks before course starts the total of the course fee has to be paid. With delay of payment interests are computed, furthermore all reminding and collection costs have to be replaced.

b. If the participant does not meet the requirements until the appointed date of graduation, diploma and certificate will be sent to the participant after fulfilling the requirements by a registered letter.

c. If the program is not finished by the participant within the appointed duration, the course fee as stated in the valid and published version of the information for participants has to be paid every subsequent semester.

7. An interruption of the course has to be applied for scientific management. The reasons for the interruptions and the intended continuation have to be verified and plausible. For the decision about this request personal, health or professional reasons of the participant have to be considered. No exams can be taken during the interruption. There will be no course fee during the interruption.

8. Travel, accommodation, catering costs and any additional expenses of the participants have to be paid for, by themselves.

9. The under 4. mentioned services of UPstairs are considered one holistic service to support the participants for successful completion of the study course. UPstairs is not liable for cancelled course hours for whatever reason.

10. The legal relationship between UPstairs and the participants of the programs including all connected liabilities end with exclusion of the participant, the completion of the program or the withdrawal of the contract. Withdrawal has to be sent via registered letter. If the withdrawal is within 3 weeks before the beginning of the course the entire course costs have to be paid.

11. The participant has to inform about changes of name, company or any contact data in written form without delay.

12. Any changes of terms and conditions will gain legal validity with the beginning of the month following the publication of said changes.

13. All rights and liabilities from these terms and conditions will pass over to the legal successors of UPstairs.

14. UPstairs will have access to relevant examination details and examination results.

15. The irregular student agrees to transmission of his contact data to relevant persons regarding the study course and authorises UPstairs to transfer contact and study relevant data to involved parties and vice versa.

16. The place of jurisdiction for all disputes arising out of the contractual relationship is the responsible court in Vienna under Austrian law.