

Terms and Conditions “Study Abroad Service”

UPstairs Management GmbH supports the client solely in any regards concerning the admission process for the one study course at one university the client has selected and commits to render subsequent services for the clients of the Study Abroad Service:

1. Upon receipt of the personally signed registration form including the power of attorney from the client the registration for the Study Abroad Service counts as a contract and is legally binding. The client will receive an invoice from UPstairs for the registration fee including a term of payment of 2 weeks. The one-time registration fee includes the support during the admission process for the selected study course at one selected University. For additional courses the current registration fee has to be paid for each. Any other with the application and admission associated costs e.g. translation of documents, authentication of documents, travel costs, accommodation costs and the like are not included in the service fee.
2. Upon receipt of the payment, UPstairs will provide the client with information about potential universities, potential study courses, deadlines and potential selecting processes of the university. The responsibility about compliance with the deadlines lies with the client, UPstairs can only inform and remind. The deadlines given from the universities for the respective semester are updated twice annually by UPstairs.
3. Terms of payment and cancellation: After registration for the Study Abroad Service and billing the total service fee has to be paid. A withdrawal from the contract is possible within the first week with a written cancellation (via email attachment including a personal signature). In this case 10% of the registration fee is withheld as a cancellation fee, regardless of whether or not the participant is to blame. If a withdrawal occurs after one week has passed, 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.
4. With the binding registration for the Study Abroad Service including the receipt of payment, the client grants the authority to UPstairs to represent the client in all matters regarding the admission process for the selected study course at the selected university.
5. After the client has selected a study course based on the information given from UPstairs (see No. 2) and in consideration of the deadlines, the client informs UPstairs about the decision in written form (email) and will receive the subsequent documents: Application form, a checklist for required documents, deadlines.
6. After receiving the application documents for the selected study course from the client, UPstairs will check if the documents are complete based on the knowledge UPstairs is given from the universities, before sending them to the selected university.
7. The decision about admission lies only with the university and UPstairs cannot influence it in any way.
8. The decision of the respective university has to be accepted, this means a denial cannot be challenged by UPstairs.

9. In case of denial of admission there is no entitlement of reimbursement of the registration fee, any other costs regarding the admission process (e.g. travel costs, translation costs, authorization costs etc) or any additional damages and costs.
10. UPstairs commits to support the admission process and will inform the client about any complications in written form (email) immediately.
11. UPstairs is not liable for the accuracy and veracity of the data given from the client at the registration or any respective documents. Solely the client is liable for the information given.
12. The client has to inform about changes of name, company or any contact data in written form without delay.
13. After a positive admission from the selected university UPstairs supports the client after the arrival in Vienna as following:
 - UPstairs welcomes the client on his arrival in Vienna.
 - UPstairs supports with the accommodation in a dormitory, costs have to be paid by the client.
 - UPstairs supports the client at opening a bank account at our partner banks.
 - UPstairs supports with the needed semester ticket for public transport, costs have to be paid by the client.
 - UPstairs supports if necessary with the registration for a mandatory pre university course.
14. The legal relationship between UPstairs and the client of the Study Abroad Service including all connected liabilities end with the arrival of the client in Vienna. If further support is requested, it has to be arranged with UPstairs individually and is not content of the service contract.
15. Any changes of the terms and conditions will gain legal validity with the beginning of the month following the publication of said changes.
16. All rights and liabilities from these terms and conditions will pass over to the legal successors of UPstairs.
17. The liability of UPstairs is limited to claims for compensation caused by gross negligence. Slight negligence is excluded from the liability of UPstairs. Claims for compensation have to be asserted via court within six months after the client has gained knowledge about the damage, but within three years after the incident responsible for the claim itself has arisen, regardless of when the client has learned about the claim. The applicable law for the contract and all connected claims is Austrian domestic law.
18. The place of jurisdiction for all disputes arising out of the contractual relationship is the responsible court in Vienna under Austrian law.

www.upstairs-management.com