



# General Terms and Conditions for Further Education Programmes at Bern University of Applied Sciences

## 1. Scope

These General Terms and Conditions apply to further education programmes at Bern University of Applied Sciences (hereafter referred to as BFH) classified as EMBA, MAS, DAS, further education and specialist programmes for which ECTS credits are awarded. In the following articles the term 'BFH' refers generally to the person or office responsible for the relevant area of activity, for instance head of programme or departmental head of further education.

## 2. Enrolment and application process

Enrolment for a programme is binding. The head of the programme concerned decides on admission. The candidate is informed about admission in writing. Upon admission and confirmation of a place on the programme, the participant is obliged to pay the programme fees in due time.

The number of places on a programme is limited. As a rule, applications are considered in chronological order of receipt. The head of programme may, however, apply other admissions criteria, e.g. certain skills or professional experience to ensure balanced cohort composition.

## 3. Admission

The admissions requirements of a further education programme are set out in the respective Study Regulations and the BFH Regulations.

Admission to a CAS (or other modular unit) as an individual course does not automatically mean admission to a programme which contains this CAS, for example a subsequent DAS, MAS or EMBA degree.

## 4. Service scope

Fees include teaching, use of BFH infrastructure, learning platforms, etc. Depending on the programme, further costs (books, printed material, e-books) may also be included or incurred additionally.

Costs for *inter alia* any study trips and excursions (e.g. flight, visa, accommodation, meals) are not included in the fees.

## 5. Programme implementation

The respective Study Regulations stipulate the specifics of programme implementation.

In the event of insufficient enrolments, BFH may cancel the programme at its discretion. There is no guarantee of programme implementation. Enrolees will be notified of implementation or cancellation at the latest two weeks prior to programme commencement. In the event of cancellation, enrolees are at liberty to choose another BFH further education offering or to withdraw from the programme. However, they have no right to take their newly selected further education offering for the same price as the cancelled programme.

### *Study trips and excursions*

Study trips and excursions are separate offerings or are integrated into the superordinate offering. BFH may cancel study trips if the Federal Department of Foreign Affairs issues relevant warnings against travel or in the case of other serious grounds such as absence of travel/delegation leader.

Participants are responsible for obtaining complete and correct travel documents.

BFH is not liable for participants' costs for airline tickets, hotel reservations and other costs incurred in respect of their further education. This also applies to international students participating in a BFH further education offering.

## **6. Withdrawal of enrolment**

If enrolment is withdrawn before the published deadline for enrolment, the participant shall not be liable for any costs.

For later enrolment withdrawals prior to commencement of the programme, 50% of the programme fees is due; the full amount is due once the programme has begun. These costs are not incurred if the person cancelling the enrolment finds a feasible replacement student. The decision as to whether this replacement is a feasible candidate lies with BFH and is taken in accordance with the admissions requirements of the respective programme.

If an enrolment fee was levied, it shall be due in full in any case.

## **7. Non- appearance, withdrawal or exclusion**

In the case of non-appearance, withdrawal or exclusion from the programme, the full amount invoiced shall be due.

In exceptional cases of hardship for which the participant is not responsible (e.g. death in the family, illness with doctor's certificate, accident), BFH may waive payment of the fees in part or in full. An application for such a waiver must be submitted. The granting of such a waiver is solely at the discretion of BFH. There is no right of refund in principle.

Examination re-sits, insofar as permissible at all, are chargeable. Any exceptions, particularly regarding cases of hardship as mentioned above, shall be at the discretion of BFH.

## **8. Planning the further education**

Modular further education programmes may offer variations in terms of content and timing. The head of programme will inform students about these variations. It is incumbent on the students, however, to acquire further information and to register in good time. There is no guarantee that a module will be implemented and no right to a place on that module.

## **9. Invoicing and terms of payment**

- The legal debtor is the student, regardless of the invoice address given upon enrolment.
- Invoicing is in CHF, to the invoice address given upon enrolment.
- In principle, programme fees are invoiced in full. If the programme lasts longer than a semester or consists of independent modules (e.g. CAS), fees are due for the respective semester/module and are invoiced before semester/module commencement. Any agreement to payment in instalments is at the discretion of BFH.
- Invoicing, in accordance with the fees published, is undertaken prior to programme commencement.
- In the event of payment default, BFH can exclude the student from attending its further education offering.



- No financial claim may be made against BFH on the grounds of non-attendance of individual events.
- If a further education offering is cancelled, deferred or discontinued by BFH, students cannot make any claims for compensation other than for a proportionate refund of the fees.
- BFH reserves the right to change prices. In the case of price changes, enrolees may withdraw from an upcoming course or module (e.g. CAS) without financial consequences. There are no further mutual contractual obligations whatsoever.

### **10. Absence of lecturers**

BFH reserves the right to make changes to both the programme and the selection of lecturers. Should lecturers or guest speakers be unavailable at short notice, a substitute will always be sought for the planned date. If this is not possible, an alternative date will be offered. Any claims for compensation or (part) refund of programme fees are excluded.

### **11. Data protection**

In enrolling, students consent to their personal data being recorded electronically for the purposes of organising the further education programme. This data is used, for instance, to compile class lists and e-mail distribution lists which are supplied to the lecturers and students on the respective programme. The address details are also used to send students BFH information and any newsletters.

During the further education programme, confidential details or information subject to data protection may be exchanged between students, lecturers and other parties involved. Students are obliged to maintain confidentiality with regard to third parties. This obligation continues to apply after completion of the further education programme.

Additional confidentiality agreements for project work may be concluded between students, lecturers and BFH. BFH and programme regulations apply.

### **12. Applicable law and place of jurisdiction in the event of contractual disputes**

These terms and conditions are subject to Swiss law. Bern is the sole place of jurisdiction.

### **13. Enactment**

These General Terms and Conditions take effect for new enrolments and in bilateral agreement with enrolees as of 1 September 2013.