



General Terms and Conditions for Further Education Courses without ECTS Credits at Bern University of Applied Sciences

1. Scope

These General Terms and Conditions apply to further education courses at Bern University of Applied Sciences (hereafter referred to as BFH) for which no ECTS credits are awarded. In the following articles the term 'BFH' refers generally to the person or body in charge of the relevant area of responsibility, for instance those with course or further education responsibilities.

2. Registration and registration process

Registration for a further education course is binding. Confirmation of participation is to be regarded as the conclusion of an agreement which commits the participant to due payment of the course fees.

The number of participants is limited. As a rule, registrations are taken into account in chronological order of receipt.

3. Service scope

Course fees include course attendance, any documents and use of the infrastructure. Additional costs may be incurred for individual courses.

4. Course availability

In the event of insufficient registrations, BFH may cancel the course at its discretion. There is no guarantee of course availability. Registered persons will be notified of any cancellation prior to course commencement. Any course fees already paid will be refunded.

Study trips and excursions may be cancelled by BFH where there are serious grounds for this, in particular if the Federal Department of Foreign Affairs issues relevant warnings against travel.

Participants are responsible for obtaining complete and correct travel documents, including insurances.

BFH is not liable for any travel costs, accommodation etc. incurred by registered persons in respect of their further education course.

5. Withdrawal of registration

If registration is withdrawn before the published registration deadline the participant will not be liable for any costs.

For later registration withdrawals prior to commencement of the course 50% of the course fees is due; the full amount is due once the course has begun. These costs are not incurred if the person cancelling the registration finds someone to take their place. If a registration fee was charged, it shall be due in full in any case.

6. Non-appearance, discontinuation of further education or expulsion

In the case of non-appearance, discontinuation or expulsion from the course, 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 course fees in part or in full. Such a waiver is solely at the discretion of BFH. There is no right of refund in principle.

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



7. Invoicing and terms of payment

- The legal debtor is the participant, regardless of the invoice address.
- Invoicing is in CHF, to the invoice address specified on the registration form.
- In principle, course fees are invoiced in full. Any agreement to payment in instalments is at the discretion of BFH.
- Invoicing is undertaken prior to course commencement, in line with the fees specified.
- In the event of payment default, BFH can exclude the participant from attending its further education offering.
- No financial claim may be made against BFH on the grounds of complete or partial non-attendance of the further education course.
- If a further education course is cancelled, deferred or discontinued by BFH, participants cannot make any claims for compensation other than for a proportionate refund of the course fees.

8. Absence of lecturers and contributors

BFH reserves its right of change, both in the case of the further education programme and the selection of lecturers and contributors. Should lecturers be unavailable at short notice, a substitute shall always be sought. Any claims for compensation or (part) refund of course fees are excluded.

9. Privacy

In registering, participants consent to the further education organisation recording their personal details electronically. This data is used for compiling participant lists and e-mail distribution lists, for instance, which are supplied to the lecturers and participants of the relevant further education course. These address details are also used to send participants BFH information and any newsletters.

During the further education course, confidential details or information subject to data protection may be exchanged between participants, lecturers and other parties involved. Participants are obliged to maintain confidentiality with regard to third parties. This obligation applies after completion of the further education course.

Additional confidentiality agreements may be concluded between participants, lecturers, contributors and BFH.

10. Applicable law and place of jurisdiction in the event of contractual disputes

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

11. Enactment

These General Terms and Conditions take effect on 1 May 2014.