

General Terms and Conditions for Participation in the Executive Education Offering of the FHNW School of Business

1. Scope

These general terms and conditions apply to the fee-based executive education offering (courses, conferences and other short-duration executive education events) of the FHNW School of Business. For structured executive education programmes (CAS/DAS/MAS/MBA/EMBA), the General Terms and Conditions for the Structured Executive Education Programmes of the FHNW School of Business apply.

The content of the executive education offering is described in the sales material and information brochures for these programmes. The FHNW School of Business reserves the right to make changes with regard to the concrete implementation and the faculty of these programmes.

2. Registration

Registration in these programmes is done in writing (either electronically or by post) to the FHNW School of Business. They are generally considered in the order in which they are received and are subsequently confirmed in writing (either electronically or by post). Once a formal confirmation of registration is sent by the FHNW School of Business to the applicant, a contract between the applicant and the FHNW School of Business comes into existence.

3. Fees/Charges

The fees charged for the executive education offering, as well as possible additional costs (e.g., lodging, food, transportation, copies), and the terms of payment are those stated in the promotional material and information brochures valid at the time of registration. These fees and possible additional charges should generally be paid before the beginning of each programme/event, and they do not change during the duration of the programme.

If the executive education programme is either not attended by a participant or they prematurely end their participation, all fees and possible additional charges must nonetheless be paid. If the termination or absence is due to a serious illness, as evidenced by a medical certificate, the executive education programme manager can, upon written request, waive all or part of the fees and charges.

4. Deregistration and Absences of the Participant

If a participant decides to deregister from an executive education programme or event after the registration confirmation is sent by the FHNW School of Business, it must be done in writing (either electronically or by post) in every case. For deregistrations that take place 30 days or more before a programme/event begins, the FHNW School of Business will charge a processing fee of CHF 250.00. For deregistrations that take place less than 30 days before a programme/event begins, the participant must pay the FHNW School of Business 50% of the fees and other possible additional charges.

If the participant does not attend a lesson, in particular due to illness, vacation, military service or professional obligations, they are unable to demand a reduction in fees or other possible additional charges.

The request for modified rules in the case of foreseeable absences from lessons must be submitted to the executive education programme manager before the beginning of the programme or event.

5. Cancellation/Postponement of Executive Education Programmes/Events by the FHNW School of Business

The FHNW School of Business reserves the right to either cancel or postpone an executive education programme or event if there are an insufficient number of participant registrations. Participants who have already registered will be informed of the cancellation or postponement of a programme/event no later than 30 days before the start of that programme or event.

In the case of a cancellation, the FHNW School of Business will reimburse any fees or additional charges that have already been paid. In the case of a significant postponement of an executive education programme or event by the FHNW School of Business, the registered person can withdraw their registration in writing (either electronically or by post.) within 14 days after receiving a written notification. The FHNW School of Business will likewise reimburse any fees or charges in this instance.

In the case of a cancellation, already paid fees and charges will be refunded. In the case of a postponement of a programme or event, registered individuals have the right to withdraw from the contract within 14 days after receiving the notification. Withdrawal from the programme is done in writing to the FHNW School of Business, and, in this case, is free of charge. More extensive compensation claims are explicitly excluded.

If individual elements of a programme or event are cancelled (e.g., due to the illness of a lecturer), the FHNW School of Business will offer alternative dates for a similar offering as quickly as possible. In doing so, no further claims can be made of the FHNW School of Business.

6. Breach of Regulations

In the case of a serious breach of existing regulations and directives of the FHNW School of Business, the executive education programme manager can, in consultation with the School's Director, exclude participants. According to Clause 4 of this document, all fees and possible additional charges must nonetheless be paid, and reimbursement is not possible.

7. Insurances

The participant is responsible for securing his/her own accident insurance and liability insurance. The FHNW School of Business assumes no liability.

8. Data Management and Copyright Law

Participants expressly acknowledge that the FHNW School of Business is allowed to give all participants of an executive education programme a participation list that includes first and last names and FHNW email addresses, and the FHNW School of Business is allowed to save all contact details for internal use until revoked and to use this information, among other reasons, for marketing purposes. No personal data will be shared with third parties.

Course material is protected by copyright law. The duplication or further distribution of course material outside of the FHNW School of Business is forbidden without the written consent of the executive education programme manager.

9. Applicable Law

The courts of Brugg-Windisch are exclusively responsible for any disputes. Swiss Law applies.

Olten, July 1, 2023



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