

## **General Terms and Conditions for the Structured Executive Education Programmes (CAS/DAS/MAS/MBA/EMBA) of the FHNW School of Business**

### **1. Scope**

These general terms and conditions apply to the structured executive education programmes (CAS/DAS/MAS/MBA/EMBA) in accordance with the FHNW School of Business's Executive Education Regulation of October 1, 2018, provided that there are no restrictive conditions defined in the relevant programme regulations and programme descriptions.

The content of the structured executive education offering is described in the sales material (e.g., information brochures, programme regulations and programme descriptions). The FHNW School of Business reserves the right to make changes in the programmes and with regard to 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, their admission to the executive education programme is considered as legally binding.

### **3. Fees/Charges**

The fees charged for the structured executive education programmes as well as possible additional costs (e.g., lodging, food, transportation, copies) and the terms of payment are those stated in the sales material, programme regulations and programme descriptions valid at the time of registration. The programme fees and other additional charges should generally be paid before the beginning of each programme, and they do not change during the duration of the programme. For modular programmes, each module will be billed separately. The repetition of a failed module (e.g. due to the failure to observe the minimum presence obligation or failing an examination) is subject to fees.

If individual elements of a programme are not attended by a participant or they prematurely end their participation in a programme, all fees and possible additional charges must nonetheless be paid. This also applies to absences due to illness, holidays, military service or work commitments. Requests for alternative arrangements in the case of foreseeable absences from classes (e.g. dispensations) must be addressed to the Head of Programme before the start of the programme.

If the termination 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.

Following an interruption and the later resumption of a programme, any possible differences between the programme fees/costs already paid and those that are currently applicable must be paid.

The crediting of accomplishments from other training programmes does not automatically entitle the participant to a reduction in programme fees/charges. A corresponding request can be made to the executive education programme manager.

### **4. Postponement of Programmes/Modules by Participants**

Participants wishing to withdraw from the respective programme/module after formal confirmation of acceptance by the FHNW School of Business must do so in writing (electronically or by post). Cancellations received 30 or more days before the start of the programme/module incur a processing fee of CHF 250. Cancellations received less than 30 days before the start of the programme/module incur a charge equivalent to 50% of the programme/module fees plus any additional costs. Participants postponing the start of the programme/module until the next time they are held are deemed to be cancelling their participation. The decision as to whether the deregistration fee should be set against the programme/module costs for a subsequent registration rests with the Head of Programme/Module.

### **5. Cancellation/Postponement of Programmes/Modules by the FHNW School of Business**

The FHNW School of Business reserves the right to cancel or postpone continuing education programmes or, in the case of modular programmes, individual modules if not enough participants have registered. In the case of modular programmes, the planned sequence may change and/or the options according to the module plan may be restricted. Participants will be informed of the cancellation or postponement of a programme/module no later than 30 days before the start of the programme/module.

If the programme/module is cancelled, the FHNW School of Business will refund any fees already paid and additional costs for services not yet received. In the event of a significant postponement of the start of the programme or a module cancellation after the start of the programme by the FHNW School of Business, registered persons may withdraw their registration in writing (electronically or by post) within 14 days of being informed. In this case, the FHNW School of Business will also reimburse the fees and costs for parts of the programme that have not yet been started. Further claims for compensation are expressly excluded.

If individual elements of a programme 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. Executive Education Regulation of the FHNW School of Business**

Participation is subject to the Executive Education Regulation of the FHNW School of Business and the binding programme regulations and programme description.

## **7. Insurances**

The participant is responsible for securing his/her own accident insurance and liability insurance. The FHNW School of Business assumes no liability. It is recommended that individuals who participate in longer programmes purchase cancellation insurance.

## **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 Head of Programme /Module. The authors of the written works (e.g., theses) done for the master's, diploma and certificate programmes are entitled to the copyrights for these works. The authors grant the FHNW School of Business the free and unlimited (albeit non-exclusive) right to use their written works. The FHNW School of Business as well as the authors are allowed to use these works without remuneration after the latter have graduated, provided that there is mention of the author and the programme of the FHNW School of Business for which the work was written. With regard to confidential work, the FHNW School of Business is only allowed to use it for the Management Summary.

The author waives the right to any possible revenue generated by the commercial use of these written works via the FHNW School of Business.

Olten, July 1, 2023



Prof. Dr. Regula Altmann-Jöhl,  
Director of the FHNW School of Business