

General terms and conditions for Higher Education Courses at the University of Applied Sciences of Northwest Switzerland

1. Scope

These General Terms and Conditions apply to the Master of Advanced Studies (MAS), Diploma of Advanced Studies (DAS), Certificate of Advanced Studies (CAS) and other higher education courses to which these Terms and Conditions expressly apply.

2. Registration

Registrations are usually considered in order of their receipt and acknowledged in writing. The contract between the intending student and the University of Applied Sciences of Northwest Switzerland (henceforward referred to as "FHNW") is confirmed by written acknowledgement from the FHNW.

3. Withdrawal of a confirmed registration

De-registration must always be notified to the FHNW in writing. The date of postmark is the accepted date of notification. In the case of withdrawal from a confirmed and acknowledged registration up to 8 weeks before the commencement of a course, the University will levy an administration fee of CHF 250.00. Thereafter and up to the commencement of the course the University shall bill 25% of the course costs, where no replacement person who fulfils the requirements for admission to the course can be found to take up the place. In the event that a replacement person can be found, an administration fee of CHF 250.00 will be charged. In the event of non-attendance for the course, the full course costs shall become payable.

4. Cancellation or postponement of courses

In the event that there are not enough applicants or in other circumstances, which in the opinion of the FHNW make it unreasonable to run a course, the University reserves the right to postpone or cancel the course in question. Students who have registered for the course will be informed as soon as such decision is taken, and any course fees which have already been paid will be refunded. In the event of postponement of a course, any person who has registered has the right to inform the FHNW in writing of their intention to withdraw from the course. In these circumstances withdrawal from a course does not incur any financial penalty. Any claim for courses to be replaced is expressly excluded.

5. Course and study costs

The fees are contained in the current information brochures in force at the time of registration. Costs for accommodation, living expenses, transport, photocopying and similar expenses are not included. Course and study costs shall remain unaltered for the duration of the course. After a break in studies and subsequent resumption of a course, the course and study costs in force at the time of the resumption of the course will be charged. Course fees are payable within 30 days of issue of invoice. If the fees are not paid by the due date, the student may be excluded from the classes. In this case the obligation to pay course and study costs is unaffected.

6. Participation in courses

In the event of cancellation of individual classes within a course (e.g. due to a lecturer being ill), the FHNW will, in good time, propose alternative times and dates for an equivalent class. This shall not give rise to any right to claim against the University. Absence from classes by the student, in particular as a result of illness, holidays, military service or professional commitments, shall not give rise to any claim for a reduction in course and study fees.

7. Modifications to the programme of study

The FHNW reserves the right to make modifications to the programme of courses as well as to the organisation and the choice and deployment of lecturers.

8. Abandonment of studies

Premature withdrawal from the contract must be notified to the Board of Studies by registered letter to the FHNW. Students who withdraw from a course prematurely are liable for the costs incurred up to the abandonment of studies; these costs will be a proportion of the total fees.

The University shall also take into account the pro-rata damages from the time of the abandonment of studies to the proper completion in relation to the Board of Studies, the study administration, teaching material requirements, rent for accommodation, advertising expenses and remuneration of teaching staff, to a maximum of 50% of the outstanding fees.

On the basis of a justified application the Board of Study can, in cases of exceptional hardship which have occurred through no fault of the applicant (for example in the case of serious illness), waive the fees in whole or in part. In the case of withdrawal without notice being given by registered letter the total outstanding course and study costs shall become payable.

9. Infringement of rules and regulations

In the case of serious infringements of University regulations and directives in force (in particular study and examination regulations) the FHNW in consultation with the University Board has the right to exclude the student. Course and study fees shall be calculated in accordance with Paragraph 8.

10. Insurance

The conclusion of an accident and general liability insurance policy is the responsibility of the student. No liability is accepted by the FHNW.

11. Copyright

All teaching materials are protected by copyright. Copying or re-use of materials outside the academic domain of the FHNW without written authorisation from the Board of Study is forbidden.

Copyright in Masters, Diploma and project assignments is the property of the author as originator. The originator shall grant to the FHNW an unlimited, non-exclusive right of use of his/her work results at no cost. Once completed, the works may be used, processed and modified arbitrarily and without charge both by the FHNW and by the students. The student waives the right to any financial reward resulting from the commercial use of work results by the FHNW.

12. Data protection

The student expressly acknowledges that his/her study data (name, address, etc.) will be saved for internal purposes and may be used *inter alia* for marketing purposes.

13. Interim ruling

The General Terms and Conditions for the current programme published at the time of registration are applicable for the enactment of these Terms and Conditions.

14. Place of jurisdiction / Applicable law

The Courts in Brugg have exclusive jurisdiction over disputes arising from this contract. The applicable law shall be Swiss law.