

## WU Business Language Center General Terms and Conditions

### 1. General information

All legal transactions concerning participation in language courses, language exams, and other events (hereinafter referred to as "courses") between the WU Business Language Center and its contract partners are based on these General Terms and Conditions, as amended.

The WU Business Language Center is a competence center of Vienna University of Economics and Business (WU) and as such a legal part of WU.

### 2. Conditions of participation

The minimum age for course participation is 16 years. A WU library card, student ID, or employee ID is required to gain access to course rooms. WU library cards can be applied for in the library. Should additional admission requirements apply for individual courses, e.g. a placement test, these requirements will be announced in the course description and must be fulfilled by course participants.

### 3. Registration and payment

The following registration options for courses are available:

- Online registration using the WU Business Language Center's online portal
- In person with a registration form

Online registration is available for courses with **no admission requirements** (in most cases, this includes foreign language courses in Spanish, French, Russian, and Italian, and beginners' courses in German as a foreign language). Tuition fees are paid immediately by credit card (Visa, MasterCard). Registration is binding once the tuition fee has been paid. Participants receive a confirmation of their registration and a payment receipt.

For **courses with admission requirements**, participants can only pre-register. Applicants are not sent the link to pay for the course online (Visa, MasterCard) until the admission requirements (e.g. **completing the placement test**, documenting language skills) have been fulfilled. Registration is not complete until payment has been made. Participants then receive a confirmation of their registration and a payment receipt.

Participants can register in person for any of the courses offered at the WU Business Language Center during the hours posted on the website. A registration form has to be filled out and the tuition fees have to be paid by ATM or credit card (Visa, MasterCard) in the WU Business Language Center office. Registration is binding once the tuition fee has been paid. Participants receive a confirmation of their registration and a payment receipt.

Course places are assigned in the order in which payments are received.

Registration periods for courses are announced on the website. Registrations after the course has already started will only be accepted in exceptional cases. Participants who start later in the course or leave before the end are not entitled to reimbursement of an aliquot part of the tuition fees paid.

#### **4. Placement test results and placement tests**

Placement test results are an admission requirement for selected courses, particularly German courses. Placement test results can be provided in the form of:

- Successful completion of a WU Business Language Center course on a level preceding the course in question
- Taking a WU Business Language Center placement test
- Proof of language skills as documented by an internationally recognized language certificate (for German e.g. ÖSD, Goethe, telc)

Placement tests can be taken online or in person in the WU Business Language Center. Participation in placement tests is free of charge. The WU Business Language Center reserves the right to accept other types of proof of applicants' language skills.

#### **5. Discounts**

Two different tuition levels are indicated in course descriptions; the discounted "in-house" tuition fee applies to WU students, faculty, and staff. When registering for courses online, applicants are required to log in with their WU user data to authenticate their WU status. When registering in person, a WU student or employee ID is required. The WU Business Language Center reserves the right to check attendees' student or employee IDs during the course to ensure that participants are entitled to the discounted tuition fee. The participant's WU status at the time the course begins is relevant for entitlement to the in-house discount.

Standard, "external" tuition fees apply to all participants not studying at or employed by WU.

#### **6. Dropping or cancelling courses**

Participants can drop courses free of charge online or in person up to five working days (ten days for exams) before the course is scheduled to begin. After this deadline, the course fee cannot be refunded, even if the participant does not attend (except in the event of a legal right of withdrawal, as detailed below).

If the participant is a consumer within the meaning of the Consumer Protection Act (*Konsumentenschutzgesetz, KSchG*) and booked the course in the form of a distance sales contract (particularly online), then the following legal right to withdraw from the contract applies pursuant to the Distance Selling Act (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*):

Consumers have the right to withdraw from a distance sales contract within a period of 14 days. No reasons must be given for withdrawal. For service contracts, the 14-day withdrawal period begins on the day the contract is concluded.

Exercising the right to withdraw: To exercise your right to withdraw, you have to explicitly and clearly declare your intention to withdraw from this contract to the WU Business Language Center (e.g. by letter, fax, or email). A sample withdrawal form is provided, but you are not required to use it. Your withdrawal is considered effective if your declaration of intent to withdraw is sent before expiration of the withdrawal period.

Consequences of withdrawal: If you withdraw from the contract, we are required to refund all payments we have received from you without delay and within 14 days of the day we received your declaration of intent to withdraw from the contract. We will refund your payments using the same method of payment that you used for the original transaction, unless we have agreed on an alternative arrangement with you.

In the event that you have requested services that commence during the withdrawal period, you will be required to pay an appropriate aliquot amount, based on the amount charged for the entire service period, to cover the services provided in the time period before you informed us of your intention to withdraw.

## **7. Cancellation and changes by the WU Business Language Center**

The WU Business Language Center reserves the right to cancel courses for important reasons, in particular if the minimum number of participants is not reached. The WU Business Language Center also reserves the right to make reasonable and justified scheduling changes, i.e. class days, starting times, individual class dates, event locations, or instructors. When justified (e.g. closure of WU Campus) course content can be taught in distance-learning or online. The WU Business Language Center will inform participants of any such changes in a timely manner.

No claims for compensation for expenses incurred or any other damages result from this policy. The same applies to any necessary short-term scheduling changes. If a course has to be cancelled, any payments already made will be refunded in full.

## **8. Exclusion from participation**

To ensure achievement of course goals, the WU Business Language Center is entitled to exclude participants from further participation for important reasons (e.g. willful disruption of the course,

disrespectful or aggressive behavior towards other students or instructors). In that event, the right to attend and complete courses expires. An aliquot portion of tuition fees paid will be refunded.

## **9. Course times and duration**

Course times: Course durations are calculated in class units (CU). One CU is worth 45 minutes. The times given in the course descriptions may vary slightly depending on scheduled breaks: For example, a standard 6-week course consists of 5 CU/week, which would equal 3 hours and 45 minutes; if it is listed in the course description at 4 hours, 15 minutes have been scheduled for breaks.

## **10. Online courses**

Courses may take place on site or online. The form of teaching is specified in the course description. In exception cases (like closure of the campus; see also 7) on site courses may be changed to online courses without price reduction. Online courses may be held as live online courses via webconferencing tools. When joining a course, the privacy and compliance rules of those tools are accepted. We will inform you in a timely manner which tool we are going to use in your course. These include:

- MS Teams <https://products.office.com/en-us/microsoft-teams/security>
- Adobe connect: <https://www.adobe.com/de/privacy/policy.html>
- Cisco Web-Ex: <https://www.cisco.com/c/en/us/about/trust-center/gdpr.html>
- ZOOM: [zoom.us/privacy-and-legal](https://zoom.us/privacy-and-legal)

We set up these tools in a way that protects your privacy as much as possible. We do not record any online sessions nor do we activate any features that gather more data than is absolutely necessary. For the platforms used no costs for participants arise nor is it necessary to set up an account or enter credit card details.

## **11. Number of participants**

The maximum number of participants for language courses is 20.

## **12. Certificate / confirmation of participation**

Attendance of at least 80% of the entire course and successful completion of the final exam are required before a course certificate can be issued. A positive course certificate documents the

holder's language skills based on the Common European Framework of Reference for Languages. The certificate also indicates the number of ECTS (European Credit Transfer System) credits earned; credits must, however, be transferred by the student's own university. WU students can apply the ECTS credits earned by taking courses at the WU Business Language Center as free electives.

Attendance of at least 80% of the entire course is required before confirmation of participation can be issued, regardless of whether the student has taken the final exam and of the grade received.

### **13. Liability**

The WU Business Language Center assumes no liability for printing or typographical errors in its publications or on its website. The WU Business Language Center assumes no liability in the event of theft or loss of, or damage to, objects brought to courses, in particular valuables and motor vehicles, unless damages are the result of intent or gross negligence on the part of the WU Business Language Center. Any misuse of software or hardware provided during courses can result in claims for damages and other compensation being made by the WU Business Language Center or third parties. In addition, liability of the WU Business Language Center for damage in cases of slight negligence and force majeure is excluded, except in the case of personal injury or violations of main elements of the contract.

### **14. WU House Regulations**

The WU House regulations apply, available online under:

[https://www.wu.ac.at/fileadmin/wu/h/strategy/documents/house\\_regulations.pdf](https://www.wu.ac.at/fileadmin/wu/h/strategy/documents/house_regulations.pdf)

If courses are held in the language labs or on library premises, the WU Library Regulations also apply:

[https://www.wu.ac.at/fileadmin/wu/h/strategy/documents/WU\\_Library\\_Regulations\\_01\\_01\\_2016.pdf](https://www.wu.ac.at/fileadmin/wu/h/strategy/documents/WU_Library_Regulations_01_01_2016.pdf)

Please also note that valid authorization (student ID, library card, WU key card) is required to access the library, and that jackets, bags, etc. may not be brought into the library. Lockers are available for storing personal possessions (coats, backpacks, etc.) while using the library.

### **15. Data protection**

#### **a) General provisions**

Participants acknowledge that personal data collected in the pre-admission phase and during administration of the course, such as user name, first and last names, home city, country, email address, telephone number, student ID number, gender, academic program, date of birth, nationality, courses attended, account data, type of credit card, transaction numbers, and, in the

event of external participants, passwords, are subject to automated, machine-based processing by the WU Business Language Center for the purpose of fulfilling its contractual obligations and performing the tasks assigned to a university by law.

As required for administration of courses, participants' personal data will be disclosed to course instructors, employees of the WU Business Language Center responsible for organizing courses, and other WU organizational units.

The relevant legal provisions for processing participants' data are in particular: Article 6 (1) item b General Data Protection Regulation (GDPR) (performance of a contract); Article 6 (1) item c GDPR (legal obligation); Article 6 (1) item e GDPR (public interest); Article 9 (2) item j GDPR, Article 89 GDPR (scientific research purposes); the Universities Act (*Universitätsgesetz*, UG); the Act on the Organization of Research (*Forschungsorganisationsgesetz*, FOG), and the WU By-Laws.

The WU Business Language Center also reserves the right to contact participants by email or postal mail even after completion of the course with information on additional services provided by the WU Business Language Center as long as participants have not explicitly withdrawn consent for the use of their data for direct advertising purposes.

Under the provisions of the EU General Data Protection Regulation, data subjects have at any time the right to be informed about and gain access to their data, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object, and the right to lodge a complaint with the Data Protection Authority. For more information, please see WU's Privacy Policy:

[https://www.wu.ac.at/fileadmin/wu/s/it/Richtlinien-IT-SERVICES/Website\\_Privacy\\_Policy.pdf](https://www.wu.ac.at/fileadmin/wu/s/it/Richtlinien-IT-SERVICES/Website_Privacy_Policy.pdf)

## **16. Film and photo rights**

Participants agree that, in the course of their participation in courses of the WU Business Language Center, photos as well as film and sound recordings will be produced and published on the internet as well as on other image and sound carriers, which serve information and marketing purposes concerning courses of the WU Business Language Center. Participants do not have any claim to remuneration for the publication of these images or recordings.

## **17. Place of jurisdiction and effectiveness**

Austrian law applies, with the exclusion of its conflict-of-laws rules. The place of jurisdiction for all disputes arising from the legal transactions concluded between the WU Business Language Center and its contract partners is Vienna (Austria). For end users, statutory jurisdiction applies. If individual or several of the above provisions are ineffective, the remaining provisions remain binding. These General Terms and Conditions for participation in courses at the WU Business Language Center enter into force on April 1, 2020.

### **Contact:**

**WU Business Language Center**

Vienna University of Economics and Business

Welthandelsplatz 1, ... building

1020 Vienna (Austria)

T: +43-1-313 36 ext. 4001

E: [blc@wu.ac.at](mailto:blc@wu.ac.at)

## Muster-Widerrufsformular

### Widerrufsformular

(Wenn Sie den Vertrag widerrufen wollen, dann füllen Sie bitte dieses Formular aus und senden Sie es zurück)

-An

*[hier ist der Name, die Anschrift und gegebenenfalls die Faxnummer und E-Mail-Adresse des Unternehmers durch den Unternehmer einzufügen]*

Hiermit widerrufe(n) ich/wir (\*) den von mir/uns (\*) abgeschlossenen Vertrag über den Kauf der folgenden Waren (\*)/die Erbringung der folgenden Dienstleistung (\*)

-Bestellt am (\*)/erhalten am (\*)

-Name des/der Verbraucher(s)

-Anschrift des/der Verbraucher(s)

-Unterschrift des/der Verbraucher(s) (nur bei Mitteilung auf Papier)

-Datum