

## General Terms and Conditions of BFI Oberösterreich (Upper Austria) for Courses

### Scope of application

These General Terms and Conditions apply to all training, courses, measures and e-learning courses (hereinafter referred to as “courses”) conducted by BFI OÖ (BFI Oberösterreich - BFI Upper Austria), except for internal training sessions and events commissioned by the employment market service or a comparable institution

### Registration

Unless otherwise specified for the respective course, students must register by telephone, in writing, by fax, by e-mail, online or in person with the BFI OÖ customer service. Each registration will be confirmed by BFI OÖ. In case you did not notify BFI OÖ of a change of address, any form of written registration confirmation shall be deemed to have been received if it was mailed to your last known address.

### Conditions for participation

The eligibility to participate in a course requires that any qualifications and age brackets that may have been stipulated exist and that legal standards have been met. Determining whether these conditions have been met shall be at the sole discretion of BFI OÖ.

### Start date of e-learning courses

E-learning courses start on the date their login data are activated. Login data are activated at the latest within 7 working days after BFI OÖ has received the full payment for the course.

### Course fee and other costs

Course fees for the respective current programme of courses available at each BFI OÖ location are listed on the homepage of BFI OÖ at [www.bfi-ooe.at](http://www.bfi-ooe.at) and are also specified in other documents issued by BFI OÖ for the respective course. The amount of study materials customarily used (such as lecture notes, sets of transparencies, case examples) are included in the fee. Additional services, such as e.g. the participant's travel and accommodation expenses, the cost of food, insurance costs as well as other expenses are not included. Examination fees and other administrative charges (e.g. to the state education authority, or to the district commission) are also not included in the course fee. The amount of these fees and charges is listed in the current programme of courses. The course fee must be paid by the start date of the course (except in the case of e-learning courses, see last paragraph of this provision).

In response to a written request by the participant at the time of registration, payment in instalments may be granted as well; this requires that the parties enter into a separate agreement. However, BFI OÖ shall, at its sole discretion, decide whether payment in instalments is granted on a case-by-case basis, and what form it should take.

The full course fee must also be paid if the participant does not attend the course or individual dates (see the cancellation provisions below), if the participant belatedly joins the course, or if the course is discontinued ahead of schedule for reasons BFI OÖ is not responsible for.

BFI OÖ is non-genuinely exempt from taxation and, as a result, only invoices net prices. In case of late payment, we reserve the right to charge a processing fee in the amount of € 10.00 and default interest at the applicable statutory rate.

For e-learning courses, the course fee must be paid in full within 14 working days after transmission of our written registration confirmation (can also be e-mailed or faxed).

### BFI reductions

BFI OÖ grants special reductions which are described in more detail - as well as the necessary conditions which must be met - on the homepage at [www.bfi-ooe.at](http://www.bfi-ooe.at). In order to take advantage of these deductions, a course participant must produce the appropriate verifications (e.g. the apprenticeship contract, in order to allow a 50 % deduction to be made) before the start date of the course already (i.e. before the date of the first class), and the course participant must pay the course fee privately. In other words, if the course is carried out or paid by the employer, a course participant shall not be entitled to a reduction. We would like to emphasize that examination courses and examination fees are exempt from the possibility of making use of BFI reductions.

### Confirmation of participation in a course

Participants shall be entitled to have a confirmation of their participation in the course issued to them only after attending the percentage of lessons specified in the course description or at the start of the course (usually 75 % or 100 %), and if the course fee including all other costs have been paid in full.

If an examination (a test) is required, a participant shall be entitled to have a certificate or another performance evaluation issued only if the above prerequisites for issuing a certificate of attendance exist and if, in addition, the examination (the test) has been successfully passed.

For confirmations of participation in e-learning courses, all learning contents must be worked through (this is verified by means of log files) or a learning objectives test must be passed. Please see the respective course description for details on which prerequisites must be met in particular.

For organisational reasons, duplicates of confirmations of participation can be reissued for a period of up to 3 years, and duplicates of certificates or permits can be reissued for a period of up to 7 years after the end of the course. The duplication fee is € 50.00. Confirmations of participation for submission to administrative bodies and public authorities may be issued for a period of up to 2 years after the end of the course. The possibility of extending this period arises for training which stipulates a different retention period regulated by law.

### Cancellation of registration and cancellation fee

If you book a course via distance selling, that is, by mail, fax, e-mail or online, you shall be entitled to cancel the contract without giving reasons within a period of 14 days from the date the contract was concluded.

To exercise your cancellation right, you must inform us, BFI OÖ, at [service@bfi-ooe.at](mailto:service@bfi-ooe.at) or at any of our locations, of your decision to cancel this contract by means of an unequivocal statement (e.g. by letter or by e-mail). To meet the cancellation deadline, it is sufficient that you mail your notification that you would like to exercise your cancellation right to us before the end of the cancellation period.

If you cancel this contract, we shall be required to reimburse you for all payments you have made to us promptly, at the latest within 14 days from the date on which we received your notification of the cancellation of this contract. The payment method we will use for this refund will be the same as the one used in the original transaction, unless a different repayment modality was expressly agreed upon with you. You will not be charged any fees for this repayment.

If the above provision concerning the statutory right of cancellation does not apply, for example, because the cancellation period has already expired, a cancellation fee must be paid for the withdrawal from the contract which amounts to 30 % of the agreed-upon course fee, if the participant withdraws from the contract between the 13th up to and including the first day before the course is due to start. If the participant withdraws from the contract on or after the starting date of the course, or does not participate in the course, the cancellation fee shall amount to 100 % of the agreed-upon course fee (including the costs of training documents). Terms and conditions of withdrawal from the contract different from those described shall apply to certain registrations for examination if marked as such by the additional phrase "Special cancellation terms and conditions apply" or the like in the course book and/or on the website of BFI OÖ. Participants may withdraw from examinations marked in this manner free of charge up to the 29th day before the examination; after that date, a cancellation fee amounting to 100 % of the examination fee shall apply.

The date the notice of withdrawal is received by BFI OÖ shall determine compliance with the deadline. The cancellation fee shall be due as of the effective date of the declaration of withdrawal and must be paid irrespective of the reasons for withdrawal and irrespective of culpability.

#### **No cancellation right for e-learning courses**

Since e-learning courses are not activated until BFI OÖ has made a confirmation of the conclusion of contract available to the participant, the participant shall not have the legal right to cancel the contract in accordance with Section 18(1) line 11 of the Financial Compensation Act (*Finanzausgleichsgesetz, FAGG*).

#### **Cancellation by BFI OÖ**

BFI OÖ shall be entitled to cancel the training contract for cause without prejudice to legal provisions. An important reason exists, in particular, if the number of participants enrolled in the course concerned is less than the minimum required number, or if the trainer scheduled for the course is not available, or if the course can not (or can no longer) be conducted for other reasons not attributable to BFI OÖ. In this case, the course fee paid by the participant, or the voucher, shall be refunded without deductions.

#### **Changes to services and deliverables by BFI OÖ**

BFI OÖ reserves the right to make minor changes to the training programme that are justified as regards contents, as well as minor changes to the number of teaching units (1 teaching unit usually corresponds to 45 minutes) and to the course dates in consultation with the participants if the legal bases which these provisions are based on have changed, or if changes are necessary as a result of tactical circumstances not attributable to BFI OÖ (such as the unexpected loss of a trainer).

#### **Liability**

With the exception of personal injury, claims for compensation against BFI OÖ caused by slight negligence are excluded; e.g., no compensation shall be paid for losses caused by slight negligence in case of cancellations or changes to services and deliverables on the part of BFI OÖ, but also in case of loss or theft, or in case of damage to the objects brought along to the courses, such as EDP devices, motor vehicles, or valuables.

#### **Prohibition of compensation**

Any offsetting in respect of claims by BFI OÖ for payment of the course fee and other costs with counterclaims shall not be permitted. In the case of consumer transactions, counterclaims may only be offset if BFI OÖ is insolvent, and, in that case, only and to the extent to which said counterclaims are in a legal context with the consumer's obligation, have been declared final in a court of law, or have been recognised by BFI OÖ.

#### **Data privacy**

Personal data are recorded electronically, processed and treated as confidential. They are used exclusively for internal BFI purposes. BFI OÖ shall forward these data only if and when required in order to meet contractual obligations (e.g. for issuing external examination certificates), and only to the extent necessary,

#### **Consent to receive electronic information and advertising material**

**By accepting the General Terms and Conditions of BFI OÖ, the customer expressly consents to receiving electronic information and advertising material from BFI OÖ at the e-mail address provided by the customer. Should this consent cease to exist, it can be revoked by the customer in writing at any time (e.g. by e-mail: [bfi.newsletter@bfi-ooe.at](mailto:bfi.newsletter@bfi-ooe.at)).**

#### **Applicable law and place of jurisdiction**

The court having subject-matter jurisdiction at the place of business of BFI OÖ shall be agreed to be the competent court for all legal disputes. This shall not apply in cases where BFI OÖ brings an action against a consumer; if the consumer has his or her permanent address, or usually resides, in Austria, or if the consumer works in Austria, an action can only be filed against said consumer in the judicial district of the consumer's permanent address, habitual abode, or place of employment. All legal disputes arising from this agreement shall be governed exclusively by Austrian law.