

# GENERAL TERMS AND CONDITIONS

UPDATED OCTOBER 2017

## 1. Scope of application

These General Terms and Conditions (hereinafter referred to as the GTC) apply to all valid contracts relating to the use of the sports facilities and programmes offered by Universitätssportinstitut Wien, w (hereinafter referred to as USI), which is an institute of the University of Vienna. USI expressly reserves the right to amend and update the GTC as may be necessary. The current version of the GTC as amended can be found on our website at [www.usi.at](http://www.usi.at).

## 2. Eligibility

The following groups of people are eligible to participate in USI courses:

- 2.1. Students at universities, academies of art, universities of teacher education, universities of applied sciences, colleges and private universities, and persons who are entitled to attend university.
- 2.2. Employees and retired employees of the universities, academies of art and ministries.
- 2.3. Graduates, i.e. all persons who have formally graduated from higher education.

## 3. Course registration and payment

3.1. You may register in one of the following ways:

3.1.1. At the USI cash desks (at USZ II, Auf der Schmelz 6a, 1150 Vienna)

- Please complete the correct registration form (for sports courses, winter sports courses or summer courses) accurately and legibly so that we can process your registration quickly and inform you about any course cancellations or changes, e.g. to the timetable.
- You do not have to register in person, but all required information must be supplied, and the ID of the person to be registered must be presented.

3.1.2. Online at [www.usi-wien.at](http://www.usi-wien.at)

- Students, graduates and university employees can register for courses online using the identity provider system of the Austrian university that they attend, graduated from or work for (account will be approved automatically), or using the openIDP public identity provider system – <https://openidp.aco.net> (account must be manually approved by the USI secretariat).
- You cannot use this method to register for group courses, courses that must be booked directly with the course instructor or courses that are stated in the course programme as being excluded from online registration. Winter sports courses that are family courses (skiing and snowboarding weeks) taking place during the Christmas, semester or Easter vacations are also excluded from online registration.

3.1.3. With the USI course instructors

- If registration for a course needs to be made with the course instructor(s), both registration and payment should be made directly with them.
- You will need to submit your completed registration form and a copy of your student ID/high school graduation certificate or proof of academic degree.

### Special conditions

When registering for certificate courses (“Zertifikatskurse”) at USI, please note the following:

- Applicants must send their completed application including all documents (see the course admission requirements) to [zertifikatskurse.usi@univie.ac.at](mailto:zertifikatskurse.usi@univie.ac.at). After your application has been received and reviewed, you will be notified by e-mail of whether you have been given a place on the course.

- The total course fee (in the case of certificate courses lasting one semester) or 50% of the total course fee (in the case of certificate courses lasting two semesters) is due immediately upon acceptance onto the course.

### 3.2. Payment

#### 3.2.1. USI sports courses

- A booking fee of EUR 2.00 will be charged each day that you register for courses at the USI cash desks. Payment can be made in cash or by Maestro card. Credit cards are not accepted.
- A flat-rate service fee of EUR 4.00 is charged per booking process for online bookings. Payment can be made by credit card or eps online transfer.

#### 3.2.2. Adult education courses

- For certificate courses ("Zertifikatskurse") lasting one semester, the entire course fee must be paid upon registration (following acceptance onto the course). For certificate courses lasting two semesters, 50% of the course fee must be paid upon registration, and the remaining 50% by the end of February of the respective academic year at the latest.
- Payment can be made in cash or by Maestro card at the USI cash desks. Credit cards are not accepted. Payment can be also be made online by credit card or eps online transfer. No additional booking or service fees are payable.

#### 3.2.3. Winter sports courses and summer academy ("Sommerakademie") courses

- A deposit of EUR 200.00 per person must be paid on registration (for courses with a total fee of less than EUR 300.00, the deposit is 40% of the total fee). The remainder of the course fee, which varies depending on the course in question, must be paid 35 days before the course starts at the latest.
- Payment can be made in cash or by Maestro card at the USI cash desks. Credit cards are not accepted. Payment can be also be made online by credit card or eps online transfer. No additional booking or service fees are payable.

## 4. Data protection

Registrants are hereby aware and acknowledge that information submitted by them will be stored and processed for the purposes of bookkeeping, participant data analysis, and e-mail notifications regarding course cancellations or changes, USI events and similar announcements. Information will not be shared with third parties.

## 5. Pricing

- 5.1. In keeping with general statutory regulations, the student price can only be offered to students up to the age of 24 (reference date=25th birthday), irrespective of academic level. Recipients of a student grant from the state and non-academic employees of Viennese universities are also eligible for the student price.
- 5.2. Prices for sports courses are stated per semester. If a course takes place over the whole year, in the winter semester registration may be made for the winter semester only (price as stated) or for the entire academic year (double the price as stated). In order to register for a course for the whole year, write the letter "J" before the course number on your registration form, or select the appropriate option when registering online. If a course takes place over the whole year, extra places may become available in the summer semester.
- 5.3. Prices stated for winter sports courses and summer academy courses are for the courses only (tuition, accommodation and meals as stated). Travel expenses and lift passes are not included in the stated prices.

## 6. Carrying and presentation of course card (“Teilnehmerkarte”), prohibition of transfer to third parties

- 6.1. Course cards must always be carried when attending a course, and presented on request.
- 6.2. Participation in a sports course without registration (as a try-out session) is only permitted for the first session of each course and with the agreement of the course instructor.
- 6.3. Persons taking part in sports courses are obligated to present identification to facility staff and to USI staff performing checks. Participants are not permitted to lend or give their cards to other persons for the purpose of participation in a course. The card is valid exclusively for the course stated on the card. A missed session cannot be made up for by an additional session. Course instructors and other USI staff are entitled to demand that any person attending a course without authorisation leave the premises immediately. Inappropriate use of any kind whatsoever will result in the course card being immediately recalled by USI. In such cases course costs will not be refunded. In addition, USI reserves the right to bar the person concerned from registering for any USI courses in future, and to take further legal steps.

## 7. Cancellation, withdrawal, changing courses

### 7.1. Cancellation

Course registrations may be cancelled in the following ways:

- In person at the USI cash desks (at USZ II, Auf der Schmelz 6a, 1150 Vienna) during opening hours, by returning the course card within the stated cancellation period for the course in question.
- By post: the course card must be sent by recorded delivery (“eingeschrieben”), with written notification of cancellation, before expiry of the stated cancellation period for the course in question (as per postmark date). Your bank details must be entered and up-to-date in your master data on the registration homepage (menu option: “Daten bearbeiten”). USI accepts no responsibility for bank transfer errors due to incorrectly entered bank details.
- By e-mail: cancellation by e-mail is only possible for certificate courses (“Zertifikatskurse”), winter sports courses and summer academy courses – see sections 7.1.6. and 7.1.7.. The date of receipt will apply.

In case of cancellation on grounds of injury or illness, written confirmation from a doctor indicating the exact date of the beginning of inability to take part in sporting activity must be provided by the end of the semester in question. The fee to be returned will be calculated on a pro rata basis and paid out or transferred following verification.

Cancellation terms differ for the various types of courses offered: regular courses, block courses, courses in cooperation with other providers, adult education courses, winter sports courses and summer courses.

- 7.1.1. Regular courses take place weekly during University of Vienna semesters. Cancellation is only possible before the end of the cancellation period. The cancellation period ends at midday on 30 October 2017 for the winter semester and at midday on 23 March 2018 for the summer semester.

Cancellation fees are as follows:

- For cancellation at the USI cash desks: EUR 2.00 administration fee plus one-fifteenth of the course fee per week that has already passed of the semester in question (rounded to the nearest euro). A refund of the course fee less this amount will be made in cash.
- Cancellation by post and refund by bank transfer: EUR 4.00 administration fee plus one-fifteenth of the course fee per week that has already passed of the semester in question (rounded to the nearest euro). A refund of the course fee less this amount will be made by bank transfer.

- 7.1.2. Block courses are denoted as such in the course programme and on the USI website. The course start and end dates are stated explicitly. Block courses take place over one or more days (usually at the weekend). Participation in block courses can be cancelled up to 21 days before the course starts. A cancellation fee of 20% of the course fee applies (rounded to the nearest euro). In case of cancellation less than 21 days before the course starts, the entire course fee will be forfeited, unless your place on the course is taken up by another participant. If a replacement participant can be found, a cancellation fee of 20% of the course fee (rounded to the nearest euro) will still apply.
- 7.1.3. Weekly courses with a later start date and Try5 courses have a start date that differs from regular course start dates (e.g. beach volleyball or ice skating). Selected courses offer participation in the last five weeks of the semester at a reduced price (Try5). Participation in weekly courses with a later start date and Try5 courses may be cancelled up to six days after the first session. Cancellation fee: EUR 2.00 for cancellation in person, EUR 4.00 for cancellation by post with refund by bank transfer. In case of cancellation after the second session has taken place, the entire course fee is forfeited.
- 7.1.4. Courses offered in cooperation with other providers: these must be booked through USI, but are conducted by the external provider at their own facilities. These special conditions for cancellation are referred to on our website, [www.usi.at](http://www.usi.at), under "Preise & Details" for the course in question. Cancellation of participation in courses offered in cooperation with other providers is possible until one working day prior to commencement of the course (see section 7.1.). A cancellation fee of 20% of the course fee applies (rounded to the nearest euro). Cancellation after commencement of the course, or after agreement of an appointment in the case of courses arranged by personal appointment, is only possible with the agreement of the provider (note on the course card or written confirmation), since from this point forward the terms and conditions of the respective provider apply. The cancellation charge depends on the terms and conditions of the individual provider.
- 7.1.5. Grimmgasse tennis courts: Rental of a court at the Grimmgasse tennis courts may be cancelled free of charge up to seven days before the start of the season (beginning of May). In case of cancellation after the start of the season, the entire court rental fee must be paid.
- 7.1.6. Adult education courses are marked as such in the course programme and on the USI website. Please note that the course fee will not be refunded if you cease to attend the course or finish the course early. In such cases, a confirmation will be issued for the parts of the course that were completed up to the point the participant left the course. The course management reserves the right to cancel the course on significant grounds before the course starts. In this case, all course fees that have been paid will be refunded. The course management also reserves the right to make changes to the course programme, the course location and instructors at short notice.
- Any cancellation of participation in a certificate course ("Zertifikatskurs") must be made in writing (sent by recorded delivery to Universitätssportinstitut Wien, Auf der Schmelz 6a, 1150 Vienna – the postmark date will apply; or by e-mail to [zertifikatskurse.usi@univie.ac.at](mailto:zertifikatskurse.usi@univie.ac.at) – the date of receipt will apply). You may withdraw from the course free of charge within 14 days of being informed that you have been given a place. After the end of this initial cancellation period, participation in an adult education course may be cancelled up to one week before the course begins, subject to a cancellation fee of 10% of the total course fee. If cancellation is made at a later date, the entire course fee is forfeited.
  - In the case of other adult education courses, the same cancellation terms apply as for block courses (see section 7.1.2.). The course card must be returned for cancellation to be effected.

7.1.7. Winter sports courses and summer academy courses take place in various ski areas in Austria and at the Dientnerhof university sport and seminar centre. In principle, participation in a winter sports course or a summer academy course may be cancelled. Please note that no costs will be reimbursed in the case of early departure from the course location (before the course ends) or late arrival after the course starts (neither course fees nor accommodation costs). If ski slopes cannot be used (due to lack of snow or lifts being out of service), courses will be postponed or cancelled. It is recommended that course participants take out cancellation insurance.

- In case of cancellation by the registrant up to 35 days before the course start date, the deposit is forfeited (EUR 200 or 40% of the total course fee). In case of cancellation later than 35 days before the course start date, the total course fee is due. Cancellation is only effective if made in person or in writing (sent by recorded delivery to Universitätssportinstitut Wien, Auf der Schmelz 6a, 1150 Vienna – the postmark date will apply; or by e-mail to [christiane.sagmeister@univie.ac.at](mailto:christiane.sagmeister@univie.ac.at) for winter sports courses, or to [kathrin.altreiter@univie.ac.at](mailto:kathrin.altreiter@univie.ac.at) for summer academy courses – the date of receipt will apply).
- Substitute participants  
If a substitute (with persons on the USI waiting list having priority) takes your cancelled place on the course and pays the course fee in full, you will receive a reimbursement of all payments made, less an administration fee amounting to EUR 50.00.

#### Special conditions

Seidlalm/Saalbach: in case of cancellation by the registrant later than 4 December 2017, the total course fee will be due. If cancellation is made before this date, the deposit will be retained by USI as a cancellation fee (see section 3.2.3.).

#### 7.2. Withdrawal

The registrant only has a right of withdrawal if, at the time of concluding the contract, no specific time or time period has been stated for the course to take place. In this case, you may withdraw from the contract within 14 days of the date of conclusion of the contract.

#### 7.3. Changing courses

Changing from a regular course for which you have registered to a different regular course may only be done in person (or by a fully authorised representative), with your course card and ID at the USI cash desks (at USZ II, Auf der Schmelz 6a, 1150 Vienna) during opening hours. You may change to a regular course that is not full at any time during the semester, up to three times per semester. An administration fee of EUR 2.00 is payable for each change. If the new course is more expensive, the participant must pay the difference in price. In the case of less expensive courses, no portion of the registration fee for the original course can be refunded after the end of the cancellation period. A block course registration may only be changed 21 days or more prior to the start of the course that the participant originally registered for. Changing from a regular course to a block course or a course arranged by personal appointment is only possible before the end of the cancellation period for regular courses (see section 7.1.1.). Only new bookings are permitted when taking advantage of the Try5 offer. It is not possible to change a registration for a regular course to a Try5 course registration.

### **8. Course and session cancellation**

- 8.1. USI reserves the right to cancel courses due to there being too few participants or due to facilities for the course being unavailable. Participants will immediately be informed in writing that the course has been cancelled. In such cases, the entire course fee will be refunded and no further administration fees will be charged. Refunds on account of course cancellation by USI can only be made until 31 August of the academic year in question.

- The course fee paid can be collected in person from the USI cash desks (at USZ II) during opening hours, in cash and on return of the course card, or
  - the refund can be made by bank transfer to an Austrian bank account. In order for the fee paid to be reimbursed, the course card must be returned together with a request for the fee to be transferred and the bank details for the transfer, by recorded delivery to: Universitätssportinstitut Wien, Auf der Schmelz 6a, 1150 Vienna. USI accepts no responsibility for bank transfer errors due to incorrectly stated bank details.
- 8.2. Cancellation of course sessions due to short-term closure of sports facilities for safety reasons or due to extreme weather conditions will not result in any entitlement to a refund or replacement sessions.
- 8.3. See section 7.1.6. for special conditions in respect of adult education courses and point 7.1.7. for special conditions in respect of winter sports and summer academy courses.

## **9. Additional information regarding participation**

- 9.1. Upon registering for a USI course, participants thereby confirm that they have satisfied themselves that they fulfil the physical and health requirements for participation in the course sessions. Instructors are entitled to exclude participants from the course due to lack of sufficient competence or lack of appropriate clothing/equipment. Participants may also be excluded from a course for disciplinary or hygiene-related reasons. Instructors must confirm exclusion from the course by noting this on the course card, together with the date and their signature. In such cases, the course fee can be refunded if an application for the refund is submitted within seven days of exclusion from the course.
- 9.2. Use of the sauna is only permissible if a corresponding course session has been booked. The sauna is not supervised by course instructors.
- 9.3. 1.0 USI course hours = 45 min., 1.5 USI course hours = 67 min., 2.0 USI course hours = 90 min., etc.
- 9.4. Information on changes to courses, new courses and cancelled courses can be found on our website at [www.usi.at](http://www.usi.at).

## **10. Limitation of liability, safety**

- 10.1. Participation in courses and events and use of USI's facilities and equipment is undertaken at the participant's risk. USI and/or course instructors employed or hired by USI are only liable in cases of gross negligence or wilful intent.
- 10.2. Equipment and facilities may only be used as part of a course and in the presence of the USI course instructor. Instructions given by USI staff and course instructors must be followed at all times, in order to avoid injury. USI employees and course instructors are not in a position to verify whether a participant is medically fit for a particular type of training. It is therefore recommended that participants undergo a medical examination by a doctor before taking part.
- 10.3. USI accepts no liability for damage to or loss of participants' personal effects.
- 10.4. It should be noted that USI does not take out any insurance for participants. However, students are automatically covered in case of accident by AUVA (<https://www.auva.at>) and ÖH insurance policies (<https://www.oeh.ac.at/service/versicherung>). The accident must be reported to both insurance providers within five days in all cases, in order to receive all benefits that may come into question.

## **11. Applicable law and jurisdiction**

Austrian law shall apply. To the extent legally permissible, Vienna shall be the place of jurisdiction.