

GENERAL TERMS AND CONDITIONS

LAST UPDATED FEBRUARY 2023

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 (hereinafter referred to as USI). 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.

2. Eligibility

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

- 2.1. Students at the universities, academies of art, universities of teacher education, universities of applied sciences, colleges and private universities, and persons who have gained admission to a university.
- 2.2. Employees and retired employees of the universities, academies of art and ministries.
- 2.3. Academics, 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.
- Registration in person is not necessary, but the registration form must be completed in full and signed by the person to be registered, and the ID of the person to be registered must be presented.

3.1.2. Online at 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 administration).
- You cannot use this method to register for group courses, courses that must be booked directly with the course leader 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 leader(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 status.

Special conditions

When registering for educational 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. 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 for each completed course registration form at the USI cash desks. Payment can be made in cash, by debit card or by credit card (only VISA or Mastercard).
- A service fee of EUR 3.00 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) after billing by Postgraduate Center. For certificate courses lasting two semesters, 50% of the course fee must be paid upon registration after billing by Postgraduate Center, and the remaining 50% by the end of February of the respective academic year at the latest.

3.2.3. Winter sports courses and summer ("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, by debit card or credit card at the USI cash desks. Payment can also be made online by credit card or eps online transfer. No additional booking or service fees are to be paid.

4. Data protection

Participants consent to the collection, storage and processing of the personal data they provide, in accordance with our privacy policy (<http://www.usi.at/de/datenschutz/>), and to receiving organisational information, including changes to and cancellation of courses, by e-mail. The data are erased as soon as the purpose of processing is fulfilled, unless a statutory retention period applies.

5. Pricing

- 5.1. In principle, the reduced price for students can only be offered to students currently attending courses at university, up to the age of 24 (reference date=25th birthday), irrespective of academic level. Recipients of an Austrian government student grant are also eligible for the reduced price for students. The student price applies for students aged 25 and older who are currently attending courses at university, as well as current and retired employees of Viennese universities. In order to make use of either the reduced price for students or the student price, persons concerned need to bring forward a current proof each semester (before the course registration). After completion of the reservation, a refund of the differential amount is no longer possible.

For winter sports courses and summer (Sommerakademie) courses special conditions apply – the GTC for winter sports and summer courses can be found at our website www.usi.at (Schneesport/Sommerakademie).

- 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.
- 5.3. Prices stated for winter sports courses and summer 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. Booking confirmation, participation in USI courses

- 6.1. After having booked a USI course, the reservation has to be checked for accuracy under "Meine Buchungen". The instructors as well as the staff are in possession of the list of attendees whereby an individual's authorization of attendance can be verified.
- 6.2. Participation in a sports course without registration (as a **try-out session**) is only permitted in the **very first session** (first week of October for winter semester- and first week of March for summer semester courses) **of non fully-booked regular sports courses**.
- 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 their reserved course spot to other persons for the purpose of participation in a course. The registration is valid exclusively for the course stated in the participant's account. 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. 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, within the stated cancellation period for the course in question.
- By post: A written notice of cancellation including the participant- and course number must be sent to Universitätssportinstitut Wien, Auf der Schmelz 6a, 1150 Wien by recorded delivery ("eingeschrieben"), 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") or included in the written notice of cancellation. USI accepts no responsibility for bank transfer errors due to incorrectly transmitted bank account information.
- By e-mail: Per notice of cancellation (which must include the participant- and course number) to sportkurse.usi@univie.ac.at before expiry of the stated cancellation period for the course in question. Your bank details must be entered (make sure they are up-to-date) into your USI online account (menu option: "Daten bearbeiten") or included in the email.
- For certificate courses ("Zertifikatskurse"), winter sports courses and summer academy courses – see sections 7.1.6. and 7.1.7. The date of receipt of the cancellation by USI applies.

In case of cancellation due to injury or extended illness, written confirmation from a doctor indicating the exact date of the beginning of inability to take part in sporting activity, the participant- and course number as well as the bank details must be sent to USI **within 30 weekdays** of the accident or the onset of illness. In case of late submission, cancellation cannot be taken into account. Further, cancellation requests can only be taken into account if they are received by USI by the end of the semester in question (31 January or 30 June) and include written confirmation from a doctor. 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 with blocked class time, 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 on 14th of October 2022 for the winter semester and on 14th of March 2023 for the summer semester (12 pm in each case).

Cancellation fees 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 minus the respective calculated amount will be made in cash.
- Cancellation by post/email 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 on the weekend). Booked 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 in the course can be referred to another participant. If a replacement participant can be determined, a cancellation fee of 20% of the course fee (rounded to the nearest euro) will apply.

- 7.1.3. Weekly courses with a later start date and TryUSI courses: Weekly courses with a later start date 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 weeks of the semester at a reduced price (TryUSI). Participation in weekly courses with a later start date and TryUSI 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 or by e-mail with refund by bank transfer. Thereafter, cancellation is no longer possible.

- 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, under "Preise & Details" for the course in question. Cancellation of 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 (written confirmation), 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. 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 leave 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 an educational course ("Zertifikatskurs") must be made by post (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 - 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 withdrawal period, you may cancel your registration up to one week before the course starts. In this case, you will be required to pay a cancellation fee amounting to 10% of the course fee. In case of cancellation by the course participant at a later date, the cancellation fee is 100% of the total course fee. The course fee will not be refunded if you cease to attend the course or leave the course early. In such cases, a confirmation will be issued for the parts of the course that have been completed up to the point the participant left the course.

- In the case of other adult education courses, the same cancellation terms as for block courses apply (see section 7.1.2.).

7.1.6. Winter sports courses and summer ("Sommerakademie") 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 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 has started (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 up a 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 schneesport.usi@univie.ac.at for winter sports courses, or to sommerakademie.usi@univie.ac.at for summer courses – the date of receipt will apply).
- Substitute participants
If a substitute (with persons on the USI waiting list being prioritised) takes your cancelled place in the course and pays the course fee in total, you will receive a reimbursement of all payments made, minus an administration fee amounting to EUR 50.

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), providing your 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 fully booked at any time during the semester, up to three times per semester. An administration fee of EUR 2.00 is to be paid for each change. If the new course is more expensive, the participant must pay the price difference along with the administration fee. 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. 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 possible when taking advantage of the TryUSI offer. It is not possible to change a registration for a regular course to a TryUSI course registration.

8. Course and session cancellation

8.1. USI reserves the right to cancel courses due to there being too few participants, the instructor being unable to attend, facilities for the course being unavailable or circumstances beyond control. Participants will immediately be informed of the cancellation of the course or session in writing. In such cases, the aliquot amount of the course fee will be refunded, no further administration fees will be charged, the initially paid administration fee will be withheld.

Refunds on account of course cancellation by USI can only be issued until the end of the semester in question (31 January or 30 June).

- The course fee paid can be collected in person from the USI cash desks (at USZ II) during opening hours, in cash and on presentation of photo ID, or
 - The refund can be issued by bank transfer to an Austrian bank account. In order for the paid fee to be reimbursed, a written request for the fee to be transferred, including the bank details for the transfer must either be sent by e-mail to sportkurse.usi@univie.ac.at or 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 **amounting to up to 20% of the total course dates** 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 summer courses.

9. Additional information regarding participation

- 9.1. Upon registering for a USI course, participants thereby confirm that they have previously assured 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 physical 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 in writing, along 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. USI courses are intended for all persons irrespective of sex, age, religious affiliation and sexual identity.
- 9.3. Use of the sauna is only permissible if a corresponding course session has been booked. The sauna is not supervised by course instructors.
- 9.4. 1.0 USI course hour \triangleq 45 min., 1.5 USI course hours \triangleq 67 min., 2.0 USI course hours \triangleq 90 min., etc.
- 9.5. Information on changes to courses, new courses and cancelled courses can be found on our website at 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 belongings.
- 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. Special conditions for the summer term 2023

Cancelled USI sports course dates:

An **aliquot refund** for courses that cannot take place as planned in the summer semester 2023 due to COVID measures being undertaken by the government or by the University of Vienna, is only possible **for courses that do not continue to be held as ONLINE classes or for ones for which there are not offered any alternative dates.**

In order to request an aliquot refund, registered participants have to wait until the end of the respective semester, when the amount of cancelled sessions of the course will be certain.

An **aliquot refund cannot be requested** for courses which, in case of COVID measures (enacted by the government or the University of Vienna) enforcing the closing of sports facilities or prohibiting sports in groups, are **continued ONLINE or for which alternative dates are offered** (these can partly coincide with lecture-free periods).

USI courses which are continued ONLINE will be marked as DUAL on the USI Website www.usi.at under „[Angebot Sportkurse](#)“.

In cases of the cancellation of course sessions up to an extent of **20% of all course dates** within the respective semester, due to safety measures enforcing the closings of sports facilities, inability of the course instructor to hold the course because of sickness or another valid reason, **no right for refund or alternative dates** can be granted.

COVID-19 rules of conduct and quarantine regulations:

The participation requirements will be adapted according to any governmental reinforcement of safety- or hygiene measures during the summer term 2023. In case of the aforementioned reinforcement by the government or the University of Vienna, no aliquot course fee can be refunded. Furthermore, there will be no aliquot refunds for missed course sessions due to quarantine regulations or traffic restrictions.

Prerequisite for USI course participation is the adherence to the applicable COVID-19 safety and hygiene rules as well as any regulations specified by the government.

The currently effective concept of disease prevention can be found [here](#) on our website.

Try-out sessions:

Participating in the first session of a regular USI sports course without registering, as a try-out session, is possible again in the summer term 2023. This applies solely to courses, which are **not fully-booked!**

Cancellation of USI courses:

Cancellation in the summer semester 2023 is possible until and including **March 14th 2023**. A cancellation can be conducted either in person at the USI cash desks, by email or by post - see section 7.1. The course fee will be reimbursed correspondingly (aliquot).

Cancellation of courses, which start at a later date – special offers after the start of the semester such as TryUSI – is possible within six days of the first course session – see section 7.1.3.

12. Applicable law and jurisdiction

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