

General Terms and Conditions

for further education programs and part-time courses of study at the Darmstadt University of Applied Sciences (h_da)



Area of application

The following terms and conditions apply to all educational programs offered by h_da, provided nothing else is specified in written agreements of the parties.

Use of seminar documents

The teaching content documented in the seminar materials and the forms used are subject to copyright protection. For copyright reasons in particular, no part of the seminar documents may be reproduced in any form, in particular processed using electronic systems, duplicated or used for public reproduction without the written permission of the h_da, except for the personal use of the students.

Fees, discounts, scholarships and payments

1. Fees are due for payment upon receipt of an invoice on the specified due date, in full, without a cash discount deduction, and specifying the invoice number and cost centre/unit. Depending on the year of enrolment and the degree program, only the fees mentioned in the respectively valid schedule of charges shall apply.
2. Discounts cannot be combined with other discounts or scholarships. This excludes appropriately indicated special discounts. If several discounts or discounts and a claim for a scholarship apply, the highest deduction amount shall be granted. Only invoice recipients are eligible for discounts. Discounts for students are not transferable to company invoices. Discounts for companies are not transferable to student invoices.
3. h_da is permitted to only hand over certificates, reports etc. once full payment has been received. In the event of a default in payment, the participant can be excluded from taking other seminars and/or exams. Claims for compensation by the participant on these grounds are excluded.

Withdrawal / Contract termination

1. The participant has the right to withdraw from this contract within 14 days of conclusion – based on the date of signing – without providing any reasons. In the event of timely notification of withdrawal, all claims arising from this contract expire for both contract parties. To exercise the right of withdrawal, the Darmstadt University of Applied Sciences has to be notified in writing.
2. After the expiry of the withdrawal deadline and before the start of the degree program, it is possible to terminate the student contract at the conditions stated in the contract. After the start of the degree program, it is possible to terminate the contract respectively by the 15th July for the following winter semester, and by 15th January for the following summer semester. If the termination is made after the aforementioned deadlines, the participant fee/instalment for the respective subsequent seminar is to be paid. The termination of contract also has to be made in writing.
3. The withdrawal, like the contract termination, is to be addressed to:
Hochschule Darmstadt
Abteilung Weiterbildung und Duales Studienzentrum (WBDS)
Schöfferstraße 3
64295 Darmstadt
Germany.

Recognition of previously-obtained credit points

1. The recognition of equivalent credit points already obtained either at a university and/or outside of a higher education institution is possible. The recognition process and the transfer of credit points already obtained is specified by the General Provisions for Examination Regulations [*Allgemeine Bestimmungen für Prüfungsordnungen (ABPO)*], the Recognition Statute of the Darmstadt University of Applied Sciences on the recognition of certificates of achievement and verified competencies [*Anerkennungssatzung*], as well as the respectively valid schedule of charges.
2. Apart from the agreed discounts or the claim for a scholarship, the reduction of the participant fee is only possible by means of a successful recognition process. If equivalent credit points obtained at a university and/or outside of a university are recognised, the participant fee is reduced by offsetting the credit in the invoices issued by the Darmstadt University of Applied Sciences.
3. The non-utilisation of individual lecture units/modules in the degree program does not authorise the participant to unilaterally reduce the participant fee.

Organisational changes to the course

1. The scope and content of the seminars can be found in the respective program of studies.
2. h_da reserves the right to use replacement lecturers, to postpone parts of the course, to make changes to the organisational form and/or change the content of the seminar to a minor extent.
3. This results in neither a right of withdrawal nor a right to reduce the participant fee.

Cancellation of further education measures

1. h_da reserves the right to cancel advertised seminars in the event of insufficient participation, the unavailability of speakers or for any other important reason. Participants will be notified of this as soon as possible.
2. Any claims against h_da which exceed the reimbursement for participation fees already paid shall be excluded.

Domiciliary right

The participants are obliged to acknowledge the domiciliary rights at the site where the seminar is held – both in person and digitally - and, where applicable, to follow the instructions of the representative.

Liability

1. Compensation claims of the participants against h_da, against its legal representatives and employees, as well as against its performing agents and vicarious agents are excluded, provided they are not due to wilful intent or gross negligence.
2. The liability of h_da for damage from an injury to life, limb or health which is due to a negligent breach of duty by h_da, or a wilful or negligent breach of duty by its legal representatives or vicarious agents, remains unaffected by this.

Final provisions

1. The place of jurisdiction is Darmstadt.
2. Contracts concluded within the scope of the further education programs and part-time courses of study of the Darmstadt University of Applied Sciences (h_da) are subject to the law of the Federal Republic of Germany.
3. Contractual amendments and supplementary agreements must be made in writing in order to be valid.
4. If individual provisions of these terms and conditions are invalid or unenforceable, the content of the remainder of the general terms and conditions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which shall be as close as possible to the financial objective the contract parties pursued with the original invalid or unenforceable provision.