

Extract from MBI No. 41/2022
of 20.06.2022

125. General contractual terms and conditions for events held by the University for Continuing Education Krems (UWK), excluded are university courses

1. Registration

To attend the respective university event the registration takes place online using the registration form or link provided on the respective UWK website. If no registration form or link is provided, registration can also be made by e-mail to the respective UWK contact person. By sending the registration or the e-mail, the registration for the respective university event is legally binding.

If a maximum number of persons applies to the respective university event, registrations will be accepted in order in which they are received. With the UWK sending the registration confirmation to the interested party, the contract comes into effect.

2. Participation fees and payment modalities

10% of the participation fee is due to be deposited upon registration. This will be credited against the total participation fee. The participation fee is due within 14 days of receipt of invoice. For registrations less than 14 days before the event starts, the participation fee must be paid in full until the event begins. In case of late payment, the attendee will be charged interest on arrears at the rate of 4 % p. A. plus reminder fees will be charged. The participation fee is to be transferred to UniCredit Bank Austria Krems, AT08 1100 0039 7404 1000, BIC: BKAUATWW, with reference to the number of the outgoing invoice. The attendee is responsible for any bank charges for the transfer.

3. Cancellation conditions

Cancellation of registration must be made in writing by e-mail to the respective UWK contact person and is possible up to one week before the start of the event. In this case, a cancellation fee of 10 % of the participation fee is to be paid. Later cancellations are not possible or the full participation fee has to be paid.

4. Cancellation and postponement of events

The UWK reserves the right to cancel university events, particularly due to failure to reach the minimum number of attendees, current internal measures/regulations the federal government imposes due to pandemics, etc. In this case, the already paid participation fees will be refunded. Further claims of the attendees do not arise from this.

The UWK reserves the right to postpone university events, especially due to current measures to prevent the spread of pandemics, etc. In this case, the registration remains valid and the attendees can withdraw from the event free of charge. The withdrawal has to be made via e-mail or link to the respective UWK contact person within 14 days after the information about the postponement. In case of a withdrawal, the already paid participation fees will be refunded. Further claims of the participant do not arise from this.

5. Organizational deviations

The UWK reserves the right to make any necessary organizational changes (e.g. speakers, time of beginning, etc.). The UWK also reserves the right to hold events in part or in their entirety via electronic communication devices. This does not entitle the attendees to withdraw from the contract or to reduce the fee or to claim damages.

6. Liability

The UWK only assumes liability for damages caused by intentional or grossly negligent conduct of employees, vicarious agents or other staff members of the UWK. Liability for slight negligence, compensation for consequential and pecuniary damages, loss of profit and damages from third-party claims is excluded. This limitation of liability also applies to the personal liability of employees, vicarious agents or other staff of the UWK.

7. Rights of use

All works independently created by attendees during the university event remain the intellectual property of the attendee.

The attendee grants the UWK an free unlimited license to use the work for all types of exploitation, including the right to use it in online networks. This does not restrict the use of the work by the attendee him_herself.

The documents, presentations, etc. provided during a university event are and remain the intellectual property of the UWK and/or the respective author and/or the respective rights holder and are exclusively at the personal disposal of those persons who attended in the event. Any use beyond the free use of works (e.g. making individual copies of documents provided for personal use, quoting individual passages from a published publication, etc.) and thus any use of all UWK documents that is contrary to the provisions of the Copyright Act is not permitted without the express written consent of the UWK or the respective author or copyright holder.

The attendee is not permitted to make picture, video or sound recordings during a university event.

8. Change of personal data

The attendee must inform in writing the respective UWK contact person of any changes of name and (e-mail) address. If no notification of change is made, the last address given will be the valid (mail) delivery address.

9. Place of performance

Unless otherwise stated in the respective event information, the university events take place in the rooms of the UWK, Dr.-Karl-Dorrek-Straße 30, 3500 Krems.

10. Jurisdiction

Any legal disputes arising from this contract shall be subject to the competent court in Krems and Austrian law shall be applied to the exclusion of the conflict of law rules.

11. Distance selling

If the attendee is a consumer in the sense of the Konsumentenschutzgesetz (KSchG; Consumer Protection Act) and the contract was concluded in distance selling, there is a legal right of withdrawal according to the Fern- und Auswärtsgeschäftegesetz (FAGG; Distance and Off-premises Contracts Act), according to which the attendee has the right to withdraw from the contract with the UWK within 14 days from the day of the conclusion of the contract without giving reasons.

In order to exercise the right of withdrawal, the attendee must inform the respective UWK contact person by means of a clear declaration, either by mail to the University of Continuing Education Krems, Dr.-Karl-Dorrek-Straße 30, 3500 Krems, or by e-mail to the respective UWK contact person (firstname.surname@donau-uni.ac.at), of the decision to withdraw from the contract in question with the UWK. A sample cancellation form is provided on our website (www.donau-uni.ac.at/en). To meet the cancellation deadline, it is sufficient if the attendee sends the exercise notification of the right of cancellation before the end of the cancellation period.

12. Privacy

By registering, the attendee agrees to the processing of his_her disclosed personal data for the preparation, implementation and handling of the event by the UWK. For further information on data processing, please refer to the UWK's data protection declaration under www.donau-uni.ac.at/dataprotection.