

General Terms and Conditions of Business for Cologne University of Applied Sciences' Summer School 2009

These terms and conditions register to all services and provisions associated with the Cologne University of Applied Sciences Summer School 2009.

1. The contents and objectives of the individual courses are described in the course program. The University of Applied Sciences Cologne reserves the right to substitute teaching staff and/or slightly change the course content in exceptional cases. A change of teaching staff and slight changes in the course content do not entitle the participant to a resignation from the contract or to a reduction of the course fee.
2. The website www.fh-koeln.de/summerschool contains registration forms for the summer school 2009. The registration form can be downloaded and printed and has to be signed by the applicants themselves before being sent back by mail or fax to

Fachhochschule Köln
International Office - Summer School
Mainzer Str. 5
50678 Köln
Germany
Fax: + 49-221-8275-3369

As soon as the registration for participation has been received by Cologne University of Applied Sciences, the participant will receive a confirmation of receipt as well as the invoice by mail. The registration becomes legally binding by means of this confirmation and invoice. All bills must have been paid in full no later than 14 days after registration confirmation and invoice receipt to the University of Applied Sciences by transferring the amount to the following account:

Bank Institute: Sparkasse Köln Bonn
Account No.: 1900373208
BLZ: 370 501 98 (only for money transfers within Germany)
BIC: COL SDE33 (only for money transfers from other countries)
IBAN: DE48 370 501 98 1900373208 (only for money transfers from other countries)
Reason for Payment: 36303221 – *YOUR OWN NAME IN PRINT* – Summer School 2009

The participant will assume all fees associated with such a transfer of funds.

If the payment is not received in time, the registration will be cancelled and the place given to another participant instead. All fees listed are applicable to each participant on an individual basis.

Enrollment for each course is limited. If the number of applicants exceeds the number of places available, the Cologne University of Applied Sciences will take into consideration the applicants' second and third wishes marked on the application form. If no place is available in any of the courses selected by the applicant, the Cologne University of Applied Sciences will contact the applicant in due time in order to discuss other options or to offer the participant a cost-free withdrawal from the summer school.

3. The course fee contains:
 - hours of instruction as listed in course description
 - final transcript / certificate of participation
 - excursions and cultural program as listed in course description
 - administrative support by the International Office

It does not comprise insurance of any kind (e.g. for health, accident, personal liability) as well as cost of accommodation and meals. Each participant is required to obtain adequate health insurance valid in Germany for the duration of the summer school.

4. Until May 31, 2009, a participant can resign from the contract without giving any reasons. Cancellations have to be made in writing. In case of cancellation up to this time, the participant in question receives a refund of course fees, minus possibly applied bank fees. Participants who resign from the contract after this date are required to pay 30% of the total course fee. No fees of any kind are refunded in case of cancellation on or after the start of the program. In this case participants are requested to contact the Cologne University of Applied Sciences. The participant has the right to prove in individual cases that Cologne University of Applied Sciences has suffered less damage.
5. Cologne University of Applied Sciences reserves the right to cancel courses for important reasons. Important reasons are e.g. a significantly low number of applications for a given course or sudden illness of a professor teaching the course. Should such cancellation be necessary, Cologne University of Applied Sciences will notify the affected participants and inform them about available alternatives. If no satisfactory solution can be found for a particular participant, he/she may cancel his/her participation in the summer school free of charge and receive a full refund of all fees paid up until that point. Additional claims for damages by the participant are excluded.

A change of courses is possible only if there are available places in the course in question. If a participant would like to change courses after registration and confirmation, a course change fee of 95 € per course change will apply.

6. Any claims for damages on the part of the participant, on whatsoever legal basis, in particular due to neglect of duty arising from obligations or wrongful act, are ruled out. This shall not apply insofar as liability is compulsory, e.g. in the event of wrongful intent or gross negligence, of physical injury or of breach of substantial contractual obligations. In the event of breach of substantial contractual obligations, liability shall be limited, however, to compensation for foreseeable, typical, direct average damages depending on the type of event, insofar as liability is not compulsory due to another of the above-mentioned legal grounds.
7. Cologne University of Applied Sciences retains full copyright regarding all materials distributed among participants. All materials or contents thereof may not be copied, sold or used for third parties without explicit prior approval by Cologne University of Applied Sciences. Each participant receives all documentation and materials only for personal use.
8. Each participant agrees to the storage and use of personal data for the fulfillment of the agreement of participation within the framework of the legal provisions of the Federal German Data Protection Act. Participants' personal data is not made available to third parties.