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Terms and Conditions

for the School of Advanced Professional Studies (SAPS) at Ulm University

concerning enrolment in individual modules

This document is available in both German and English. The German version is the only legally binding version. This English version, merely a translation thereof, is available for your convenience only.

1. General conditions

The School of Advanced Professional Studies (hereafter referred to as SAPS) develops and runs continuing education programmes in cooperation with the faculties at Ulm University. Admission requirements for participants (students) are based solely on subject-specific aspects.

2. Registering for individual modules

Registration for a particular module is generally possible until the deadline listed on the SAPS website (www.uni-ulm.de) for the respective module. The registration form must be completed in full. Additional documents, if required, must be submitted collectively with the registration form.

A signature on the registration form indicates that the participant accepts the terms and conditions at Ulm University's SAPS.

The number of participants is limited, meaning that applicants have no legal entitlement to a spot in a programme. Registrations are considered in accordance with the admission requirements posted on the SAPS website (www.uni-ulm.de/saps). In cases of equal suitability, admission is based on the SAPS office's date of receipt on the registration forms. Registrations are confirmed in writing (via email). Following email confirmation, conclusion of the contract may be assumed. The participant receives an invoice detailing registration fees due.

3. Terms of payment

Following confirmation of registration and receipt of invoice, the participant is obligated to pay the registration fees without deductions prior to the start of the course, by the date given on the invoice. Any resulting bank fees are the responsibility of the participant.

It is generally possible to pay registration fees in instalments. Such cases must be arranged with the SAPS office on an individual basis. In order to ensure proper processing of transactions, a payment must include the participant's name and the appropriate reference code.

Participation in a programme cannot be guaranteed until the participant has received a confirmation of registration and the registration fees have been received by Ulm University.

4. Right of withdrawal

Provided that the contract was concluded exclusively via means of distance communication (post, telephone, email, fax, etc.), the participant has the right to withdraw from the contract without providing any reasons within a period of 2 weeks following contract conclusion. The participant's intention to withdraw from the contract must be submitted in writing. The withdrawal period begins upon receipt of these instructions in writing. To meet the withdrawal deadline, it is sufficient to send the notice of withdrawal before the withdrawal period has expired. The notice of withdrawal should be mailed to:

Ulm University
School of Advanced Professional Studies Albert-
Einstein-Allee 45
89081 Ulm

The right of withdrawal lapses should the participant expressly agree to begin participation within the withdrawal period.

Consequences of withdrawal: in the event of an effective withdrawal, reimbursement is to be made for payments and services received and, if applicable, benefits derived thereof (e.g. interest).

5. Cancellation

To cancel a registration, written notice must be submitted to the SAPS office.

If the cancellation takes place within a period of up to 6 weeks (36 working days) before course begin, a processing fee will be charged in the amount of 10% of the total course fee, or at least €20.00.

Should the cancellation occur up to two weeks (12 working days) before course begin, a processing fee will be charged in the amount of 50% of the total course fee, or at least €20.00.

In the event that the cancellation occurs at a later point in time or a participant either fails to appear at the course or prematurely terminates participation, the course fees are due in full. Any course fees already paid will not be refunded.

The participant has the right to prove that no damage or considerably less damage was incurred by Ulm University than the stated fixed amount.

The right of written cancellation for good cause remains unaffected.

For participants, these cancellation policies do not apply until the withdrawal period has lapsed.

The date on which the cancellation notice is submitted to the SAPS office determines its validity.

For individual programmes, SAPS management may establish special conditions that differ from these policies.

6. Collection procedure

In the event that a participant does not fulfil the obligation to pay within 30 days following receipt of the invoice, the following procedure will be followed:

6.1. Payment reminder

A participant who enters default by neglecting to comply with the payment due date receives a payment reminder, in which a new deadline is fixed (14 days from the date of the payment reminder – post mark).

6.2. Overdue notice

In the event that the payment does not take place by the fixed deadline, an overdue notice is sent. A fee of €4.00 will be charged for the notice of overdue payment. We reserve the right to assert a further claim for damage caused by default.

7. Implementation

The courses are implemented in accordance with the posted programme contents. Ulm University reserves the right to make changes in urgent cases, providing that they do not change the fundamental objectives of the course. Participants are not entitled to a specific lecturer or a specific location. A change in lecturer or instructor does not entitle the participant to withdraw from the contract. Furthermore, a participant may not claim compensation for missed courses or parts of courses.

In the case of courses offered in the context of degree programmes, the number of exam repetitions is limited to a maximum of two. As a rule, two exam dates per year are offered for these courses; for bridging courses that prepare students for their studies, only one exam date is scheduled at the end of the course.

The modules conclude with an exam. Successful completion of a module is confirmed with a certificate as well as a supplement stating the module contents. The costs for the one-time generation of this confirmation of participation are included in the registration fees charged in accordance with section 3. In the event that a duplicate set or another additional set is desired, a fee in the amount of €25.00 will be invoiced.

8. Course cancellation by the University

Ulm University retains the right to cancel courses and parts of courses. In the event that a course cannot take place for compelling reasons, Ulm University is obliged to refund the previously paid course fees in full. Further claims may not be made. Dates and times of courses are only changed in urgent cases. In such cases, participants will be notified immediately. In the event that the new date or time does not suit the participant, previously paid fees will be refunded. Further claims of any kind are excluded.

9. Liability

9.1. The University assumes no responsibility for a planned success in a particular phase of education.

9.2. The University is not liable for failures or malfunctions of equipment or machines that are provided for the participant's use.

9.3. The University only assumes liability for material and financial damages caused by intent or gross negligence. In terms of breaches of fundamental contractual obligations, the University is liable in cases of intent and negligence. In the occurrence of simple negligence, liability is limited to foreseeable, immediate damages typical for this type of contract. Fundamental contractual obligations are obligations that protect the legal contractual positions of the contractual partners in accordance with the contents and intent of the contract.

Other contractual obligations are also fundamental if their fulfilment is essential to the proper implementation of the contract and if the contractual parties consistently trusted in their compliance.

The liability limitations/exclusions do not apply for claims in accordance with the Product Liability Act. Nor do they apply for claims resulting from malicious behaviour, concerning liability for guaranteed features or concerning injury to life, body or health.

10. Form

All agreements require the written form. Oral agreements must be confirmed in writing. This also applies to the removal of the written form clause.

11. Data protection

In accordance with the General Data Protection Regulation (GDPR), the State Data Protection Act of Baden-Württemberg (LDSG BW) and further provisions of the law concerning data protection, we expressly state that the participants' personal data will be processed for the purpose of entering and handling the participation process in a continuing education degree programme. The participants' personal data will be handled with confidentiality and used only in accordance with data protection laws. Information concerning data protection can be found here:

https://www.uni-ulm.de/fileadmin/website_uni_ulm/adprostu/Informationen/datenschutz.pdf

12. Copyright

12.1. All photography, filming and sound recordings are prohibited in all courses without prior express consent from the course organisers.

12.2. Distributed handouts are protected under copyright laws and may not be – even in excerpts – copied or distributed without prior express consent. The same applies to course materials, films and pictures that are made available to participants online. All rights are reserved. Handouts distributed to participants are intended exclusively for internal use.

13. Special conditions

Ideological, political party or commercial advertisement from contractual partners is not permitted during SAPS courses. Any arrangements deviating from this agreement require written confirmation. The contractual partner agrees to accept the domestic authority of the organiser and follow instructions issued by authorised persons.

14. Severability clause

Should any terms of these general terms and conditions be claimed ineffective, the effectiveness of the rest of the terms and the effectiveness of the contract as a whole will remain unaffected. A legally admissible term which best corresponds to the objective of the ineffective term will replace the ineffective term with retroactive effect. This also applies to any gaps in the contract.

15. Applicable law, place of performance

15.1. The applicable law is the law of the Federal Republic of Germany, under exclusion of the German Conflict of Laws. The regulations from the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply. In the event that the participant, following conclusion of contract, changes place of residence or habitual residence from the territory specified in the Code of Civil Procedure or if the place of residence is unknown at the time that legal action is filed, pecuniary claims resulting from these terms of participation and payment are under the jurisdiction of Ulm.

15.2. Unless otherwise stated, on-campus course sections are held in rooms provided by Ulm University.