

General terms and conditions of the University of Applied Sciences BFI Vienna for payment of a security deposit when applying for a study place

1. Scope of application: The University of Applied Sciences BFI Vienna collects a security deposit of EUR 200 from international applicants who are citizens of third countries (i.e. all countries except EU and EEA members), and have acquired their qualifications (admission requirements) in a third country, in the course of their online application to a degree programme at the university. The application cannot be submitted, or an application that has already been submitted cannot be processed, until payment of the security deposit has been received in full. Payment of the security deposit does not imply that the applicant has been accepted to take part in an admission test or interview, nor that an education contract has been or will be concluded.

2. Transfer of payment: The security deposit can either be paid by bank transfer to the account of Fachhochschule des BFI Wien, IBAN: AT94 1400 0010 1081 7915, BIC: BAWAATWW, or by credit card on the university's application platform. The payment reference provided to the applicant must be included, to ensure that the payment is correctly allocated. The applicant bears the cost of any bank fees and charges as well as any foreign exchange differences. The applicant will receive confirmation of payment of the security deposit by e-mail.

3. Setting off or repayment of security deposit

a. For applicants who receive a study place at the University of Applied Sciences BFI Vienna, the security deposit will be set off against the student fee for the first semester.

b. For applicants who do not receive a study place, or who withdraw their application during the admission process, the security deposit will be reimbursed at the end of the admission process for the academic year in question, i.e. in November of the year in which the degree programme begins. The security deposit will not be reimbursed in cases relating to section 4(5a) *Fachhochschul-Studiengesetz* (Universities of Applied Sciences Studies Act), if the authenticity and correctness of submitted documents cannot be determined following their review. If the applicant's bank details for reimbursement of the security deposit are not available or incomplete, the applicant will receive one request to provide them. Reimbursement is only possible with the assistance of the applicant.

All fees and exchange differences in cases subject to 3(a) and 3(b) above, are borne by the applicant.

If the applicant withdraws from their study place at a point when, in accordance with the education contract, the student fee for the first semester will not be reimbursed, then the security deposit set off against the student fee will also not be reimbursed.

4. Changes by University of Applied Sciences BFI Vienna: Information about the collection of a security deposit, as described in the scope of application above, is provided on the university's website. The University of Applied Sciences BFI Vienna reserves the right to make changes to the amount of the security deposit and the time of reimbursement, based on changes in circumstances or in legislation. Such changes will be announced accordingly on the website.

5. Limitation of liability: The University of Applied Sciences BFI Vienna will only be liable in case of gross negligence or intent, unless otherwise prescribed by law.

6. Data protection: All personal information provided by the applicant will be handled confidentially. Bank details provided by the applicant will be used exclusively for the purpose of settlement of the security deposit and will not be processed further after this purpose is fulfilled. You can find further information on data protection here.

7. Closing provisions: Austrian law, excluding its conflict of laws rules, will apply in all disputes arising from this legal transaction. The court with subject matter competence in Vienna will have jurisdiction in all legal disputes, except in the case of actions against consumers in the meaning of section 14 *Konsumentenschutzgesetz* (Consumer Protection Act) who have their domicile or habitual place of residence or place of work in Austria.

Vienna, 1 October 2019