

# GENERAL TERMS AND CONDITIONS

LAST UPDATED FEBRUARY 2024

## 1. Scope of application

These General Terms and Conditions (hereinafter referred to as the GTC) apply to all valid contracts relating to the use of the sports facilities and programmes offered by Universitätssportinstitut Wien (hereinafter referred to as USI). USI expressly reserves the right to amend and update the GTC as may be necessary. The current version of the GTC as amended are linked to on our website ([musi.usi.at](https://musi.usi.at)).

## 2. Eligibility

The following groups of people are eligible to participate in USI courses:

- 2.1. Students at the universities, academies of art, universities of teacher education, universities of applied sciences, colleges and private universities, and persons who have gained admission to a university.
- 2.2. Employees and retired employees of the universities, academies of art and ministries.
- 2.3. Academics, i.e. all persons who have formally graduated from higher education.

## 3. Course registration and payment

3.1. You may register in one of the following ways:

3.1.1. Online at [https://musi.usi.at/](https://musi.usi.at)

- Students and university employees can register for courses online using either the identity provider system of the Austrian university that they attend or work for (account will be approved automatically), or a previously created account for external users (account must be manually approved by the USI administration).
- “Spielgruppen” or other courses, which can only be booked with the instructor’s confirmation are not openly available for online registration. Only if an instructor makes use of the option to issue a pre-booking for a student, the respective individual can book the course online.
- Family winter sports courses (ski and snowboard weeks) taking place during the Christmas, semester or Easter holidays are excluded from online booking.

3.1.2. In person at USI service point (USZ II, Auf der Schmelz 6a, 1150 Vienna).  
Please be aware of the official hours, which are indicated on our website.

- An existing online account on our new website ([https://musi.usi.at/](https://musi.usi.at)) is required for bookings at the cashdesks.
- Present a valid ID, complete and sign the registration form (provided on site) accurately and legibly so that we can process your registration quickly and inform you about any course cancellations or changes to the timetable.

## Special conditions

When registering for certificate programs ("Zertifikatsprogramme") at USI, please note the following:

Applicants must send their complete application including all documents (note course admission requirements) to [sportzertifikatskurse@univie.ac.at](mailto:sportzertifikatskurse@univie.ac.at). After your application has been received and reviewed, you will be notified via email whether you have successfully applied.

The entire course fee (for certificate programs with a one semester duration) or 50% of the final price (for certificate programs, which run for two semesters) is due immediately upon acceptance into the course.

### Payment

#### 3.1.3. USI sports courses

- A booking fee of EUR 3.00 will be charged for each completed course registration at the USI service point. Payment shall be made in cash or by debit/credit card (VISA or Mastercard).
- Online bookings can be paid with eps transfer or credit card (VISA or Mastercard).

#### 3.1.4. Further education courses

- For certificate programs ("Zertifikatsprogramme") with a one semester duration, the entire course fee must be paid upon reception of the acceptance mail. For certificate programs, which last two semesters, 50% of the course fee must be paid upon successful registration, whereas the remaining 50% are due by the end of February of the respective academic year at the latest.

#### 3.1.5. Winter sports courses and summer ("Sommerakademie") courses

- A deposit of EUR 200.00 per person must be paid on registration (for courses with a total fee of less than EUR 300.00, the deposit is 40% of the total fee). The remainder of the course fee, which varies depending on the course in question, must be paid 35 days before the course starts at the latest.
- Bookings for winter sports courses and "Sommerakademie" courses cannot be made in person at the USI service point. They can only be booked online via credit card or eps transfer. No additional booking or service fees will be incurred.

## **4. Data protection**

Participants consent to the collection, storage and processing of the personal data they provide, in accordance with [our privacy policy](#), and to receiving organisational information, including changes to and cancellation of courses, by e-mail. The data will be erased as soon as the purpose of processing is fulfilled, unless a statutory retention period applies.

## **5. Pricing**

The reduced student price can only be offered to students up to the age of 24 (reference date=25th birthday), who are currently attending courses at a university, irrespective of their academic degree/s. Recipients of an Austrian government student grant are also eligible for the reduced price for students. Corresponding proof must be provided in advance. The student price is applicable for students aged 25 and older, who are currently attending university courses, as well as for current and retired employees of Viennese universities. In order to make use of either the reduced price for students or the student price, persons concerned need to bring forward a current proof each semester (before course registration). After completed booking, a refund of the differential amount will no longer be possible.

- 5.1. For winter sports courses and summer (Sommerakademie) courses special conditions apply – the GTC for winter sports and summer courses can be found on our website ([Schneesport/Sommerakademie](#)).
- 5.2. Shown prices for sports courses apply per semester. If a course takes place over a whole

year, the price for that whole timeframe is shown and the course cannot be booked for only one semester.

- 5.3. Prices stated for winter sports courses and summer (Sommerakademie) courses include course tuition, accommodation and meals (no lunch in summer). Travel expenses and ski lift passes are not included.

## 6. Booking confirmation, participation in USI courses

- 6.1. After a USI course booking, the reservation has to be checked for accuracy under "Meine Buchungen". The instructors as well as the staff are in possession of the list of attendees whereby an individual's authorization of attendance can be verified.
- 6.2. Participation in a sports course without registration (as a **try-out session**) is only permitted in the **very first session** (first week of October for winter semester- and first week of March for summer semester courses) **of non fully-booked regular sports courses**.
- 6.3. Persons taking part in sports courses are obligated to present identification to facility staff and to USI staff performing checks. Participants are not permitted to lend their reserved course spot to other persons for the purpose of participation in a course. The registration is valid exclusively for the course stated in the participant's account. A missed session cannot be made up for by an additional session. Course instructors and other USI staff are entitled to demand that any person attending a course without authorisation leave the premises immediately. In addition, USI reserves the right to bar the person concerned from registering for any USI courses in future, and to take further legal steps.

## 7. Cancellation, withdrawal, changing courses

### 7.1. Cancellation

Course registrations may be cancelled within the cancellation period:

- In person at the USI service point (ground floor at USZ II, Auf der Schmelz 6a, 1150 Vienna) during opening hours.
- Via email to [sportkurse.usi@univie.ac.at](mailto:sportkurse.usi@univie.ac.at) with notice of cancellation. It must include the participant's full name, the email address of the online account, the course number/s as well as the bank account info (IBAN) in case a refund is desired. (See 7.1.1. for cancellation period.)
- Participants may cancel courses themselves via their online account. The refund will function as a credit/coupon for future bookings with that account.
- For certificate programs ("Zertifikatsprogramme"), winter sports courses and summer academy courses see sections 7.1.6. and 7.1.7.

In case of cancellation due to injury or extended illness, written confirmation from a doctor indicating the exact beginning date of the inability to take part in sports, the participant's full name, the email address of the online account, the course number/s as well as the bank info (IBAN) must be sent to [sportkurse.usi@univie.ac.at](mailto:sportkurse.usi@univie.ac.at) **within 30 weekdays** of the accident or the onset of illness. In case of late submission, a cancellation is no longer possible. Further, cancellation requests can only be taken into account if they are received by USI by the end of the active semester (31<sup>st</sup> January or 30<sup>th</sup> June) and include written confirmation from a doctor. The respective refund will be calculated on a pro rata basis and transferred following verification.

Cancellation terms differ for the various types of courses offered: regular courses, block courses, courses with blocked class time, courses in cooperation with other providers, further education courses, winter sports courses and summer courses.

- 7.1.1. Regular courses take place weekly during University of Vienna semesters. Cancellation is only possible before the end of the cancellation period. The cancellation period for the summer semester ends on 14<sup>th</sup> of March 2024. Cancellations on the last day in person are possible during opening hours at the USI service point whereas emails will be accepted

until 00:00am.

Cancellation fees as follows:

- 3€ before the beginning of each semester (1<sup>st</sup> of October and 1<sup>st</sup> of March) and 15% of the course fee after the semester has already begun.
- Refunds for cancellations made at the USI service point will be given out in cash.
- Participants can perform a cancellation via their online account or request it via email (must include IBAN). The aliquot refund will be credited to their online account or paid back via bank transfer.

- 7.1.2. Workshops are denoted as such in the course program and on the USI website. The course start and end dates are stated explicitly. They take place over one or more days (usually on the weekend). Booked workshops can be cancelled up to 21 days before the course starts. A cancellation fee of 15% of the course fee applies (rounded to the closest euro). In case of cancellation less than 21 days before the course starts, the entire course fee will be forfeited, unless your place can be referred to another participant. If a replacement participant can be determined, a cancellation fee of 15% of the course fee (rounded to the closest euro) will apply.
- 7.1.3. Weekly courses with a later start date and TryUSI courses: Weekly courses with a later start date have different semester beginning from regular courses (e.g. beach volleyball or ice skating). Selected courses offer participation in the last weeks of the semester at a reduced price (TryUSI). Participation in weekly courses with a later start date and TryUSI courses may be cancelled up to six days after the first session. Cancellation fee: 15% of the course fee. Thereafter, cancellation is no longer possible.
- 7.1.4. Courses offered in cooperation with other providers: must be booked through USI, but are conducted by the external provider at their own facilities. The applying special conditions for cancellation of a particular course can be found on our website. The courses are tagged "KOOP". Cancellation of courses offered in cooperation with other providers is possible until one working day prior to commencement of the course (see section 7.1.). A cancellation fee of 15% of the course fee applies (rounded to the closest euro). Cancellation after commencement of the course, or after the arrangement of an appointment in the case of courses with personally scheduled appointments, is only possible with the agreement of the provider (written confirmation). From this point forward the terms and conditions of the respective provider apply. The cancellation charge depends on the terms and conditions of the individual provider.
- 7.1.5. Further education courses are marked as such in the course program and on the USI website. Please note that the course fee will not be refunded if you cease to attend the course or leave the course early. In such cases, a confirmation will be issued for the parts of the course that were completed up to the point the participant left the course. The course management reserves the right to cancel the course on significant grounds before the course starts. In this case, all course fees that have been paid will be refunded. The course management also reserves the right to make changes to the course program, the course location and choice of instructors at short notice.
- Cancellation of further educational courses ("Zertifikatsprogramme") is carried out by email (to [sportzertifikatskurse.@univie.ac.at](mailto:sportzertifikatskurse.@univie.ac.at) - the date of receipt will apply). You may withdraw from the course free of charge within 14 days of being informed that you have been granted your place. After the end of this withdrawal period, you may cancel your registration up to one week before the course starts. In this case, you will be required to pay a cancellation fee amounting to 10% of the course fee. In case of cancellation by the participant at a later date, the cancellation fee is 100% of the total course fee. The course fee will not be refunded if you cease to attend the course or leave the course early. In such cases, a confirmation will be issued for the parts of the course that have been completed up to the point the participant left the course.
  - In the case of other educational courses ("Fortbildungen"), the same cancellation terms as for workshops apply (see section 7.1.2.).

7.1.6. Winter sports courses and summer (“Sommerakademie”) courses take place in various ski areas in Austria and at Dientnerhof, the university sports and seminar centre. Participation in a winter sports course or a summer course may be cancelled. Please note that no costs will be reimbursed in the case of early departure from the course location (before the course ends) or late arrival after the course has started (neither the course fee nor accommodation costs). If ski slopes cannot be used (due to lack of snow or lifts being out of service), courses will be postponed or cancelled. It is recommended that course participants take up a cancellation insurance in advance. In case of cancellation up to 35 days before the course starts, the deposit is forfeited (EUR 200 or 40% of the total course fee). In case of cancellation later than 35 days before the course starts, the total course fee is due. Cancellation is only effective if made by e-mail to [schneesport.usi@univie.ac.at](mailto:schneesport.usi@univie.ac.at) for winter sports courses, or [sommerakademie.usi@univie.ac.at](mailto:sommerakademie.usi@univie.ac.at) for summer courses – the date of receipt applies.

- **Substitute participants**

If a substitute (persons on the USI waiting list are prioritised) takes your cancelled place in the course and pays the course fee in total, you will receive a reimbursement of all payments made, minus an administration fee of EUR 50.

### 7.2. Withdrawal

The registrant only has a right of withdrawal if at the time of concluding the contract, no specific time or time period has been stated for the course to take place. In this case, you may withdraw from the contract within 14 days of the date of conclusion of the contract.

### 7.3. Changing courses

Changing from a regular course for which you have registered to a different regular course may only be done in person (or by a fully authorised representative), providing your ID at the USI service point (at USZ II, Auf der Schmelz 6a, 1150 Vienna) during opening hours. You may change to a regular course that is not fully booked at any time during the semester, up to three times per semester. An administration fee of EUR 2.00 is to be paid for each change. If the new course is more expensive, the participant must pay the price difference along with the administration fee. In the case of less expensive courses, no portion of the registration fee for the original course can be refunded after the end of the cancellation period. A block course registration may only be changed 21 days or more prior to the start of the course. Changing from a regular course to a block course or a course arranged by personal appointments is only possible before the end of the cancellation period for regular courses (see section 7.1.1.). When taking advantage of the TryUSI offer only a new booking is possible. It is not possible to change a registration for a regular course to a TryUSI course registration. Changing to another price category also falls under “changing courses”.

## 8. Course and session cancellation

USI reserves the right to cancel courses due to there being too few participants, the instructor being unable to attend, facilities for the course being unavailable or circumstances beyond control. Participants will immediately be informed of the cancellation of the course or session via email. In such cases, the aliquot amount of the course fee will be refunded and no further administration fees will be charged, whereas the initially paid administration fee will be withheld.

8.1. The paid course fee will automatically be credited to your online account for later use and can be requested to be transferred to a bank account via email to [sportkurse.usi@univie.ac.at](mailto:sportkurse.usi@univie.ac.at) (please include your IBAN).

8.2. Cancellation of course sessions **amounting to up to 20% of the total course dates** due to short-term closure of sports facilities for safety reasons or due to extreme weather conditions will not result in any entitlement to a refund or replacement sessions.

8.3. See section 7.1.6. for special conditions of further education courses and point 7.1.7. for special conditions of summer courses.

## 9. Additional information regarding participation

9.1. Upon registering for a USI course, participants thereby confirm that they have previously

assured themselves that they fulfil the physical and health requirements for participation in the course sessions. Instructors are entitled to exclude participants from the course due to lack of sufficient physical competence or lack of appropriate clothing/equipment. Participants may also be excluded from a course for disciplinary or hygiene-related reasons. Instructors must confirm exclusion from the course via email, along with the date of incident. In such cases, the aliquot course fee will be refunded if a request email is submitted within seven days of exclusion from the course.

- 9.2. USI courses are intended for all persons irrespective of sex, age, religious affiliation and sexual identity.
- 9.3. Use of the sauna is only permitted if a corresponding course session has been booked. The sauna is not supervised by course instructors.
- 9.4. 1.0 USI course hour  $\triangleq$  45 min., 1.5 USI course hours  $\triangleq$  67 min., 2.0 USI course hours  $\triangleq$  90 min., etc.
- 9.5. Information on changes to courses, new courses and cancelled courses can be found on our website.

## 10. Limitation of liability, safety

- 10.1. Participation in courses and events and use of USI's facilities and equipment is undertaken at the participant's risk. USI and/or course instructors employed or hired by USI are only liable in cases of gross negligence or wilful intent.
- 10.2. Equipment and facilities may only be used as part of a course and in the presence of the USI course instructor. Instructions given by USI staff and course instructors must be followed at all times, in order to avoid injury. USI employees and course instructors are not in a position to verify whether a participant is medically fit for a particular type of training. It is therefore recommended that participants undergo a medical examination by a doctor before taking part.
- 10.3. USI accepts no liability for damage to or loss of participants' personal belongings.
- 10.4. It should be noted that USI does not take out any insurance for participants. However, students are automatically covered in case of accident by AUVA (<https://www.auva.at>) and ÖH insurance policies (<https://www.oeh.ac.at/service/versicherung>). The accident must be reported to both insurance providers within five days in all cases, in order to receive all benefits that may come into question.

## 11. Special conditions for the summer term 2024

**ATTENTION:** Regular USI courses are only booked via [musi.usi.at](https://musi.usi.at), bookings for snow sports, summer and educational courses continue to be made at [usi.at](https://usi.at).

### **Pricing:**

The reduced student price for active students up to their 25<sup>th</sup> birthday is now called "new\_student". The student price for active students from 25 years old and employees of Viennese universities is now called "old\_student". The academic's price is now called "default".

### **Cancelled USI sports courses:**

An aliquot refund for courses that cannot take place as planned in the summer semester 2024 is only possible for courses that do not continue to be held as ONLINE classes or for ones for which there are not offered any alternative dates (these may also fall into off-term times). In order to request an aliquot refund, registered participants have to wait until the end of the respective semester, when the amount of cancelled course sessions is certain. USI courses which are held online will be tagged as "DUAL".

### **Try-out sessions:**

Participating in the first session of a regular USI sports course without registering is possible in the summer term 2024. This applies solely to courses, which are not yet fully-booked!

### **Cancellation of USI courses:**

Course cancellation is possible in the summer semester 2024 until and including **March 14<sup>th</sup> 2024**. A cancellation can be conducted either by the participant themselves in their online account, in person at the USI service point during opening hours, or via email - see section 7.1. The aliquot course fee will be reimbursed.

Cancellation of courses, which start at a later date – special offers after the start of the semester such as TryUSI – is possible within six days of the first course session – see section 7.1.3.

### **TryUSI:**

Within the TryUSI offer a sports course can be booked for the last few weeks of each semester for a highly reduced price. There are additional places made available for fully booked courses. Courses to which the offer applies are tagged with "TryUSI". Only new bookings can be made to take up TryUSI and a course change of a regular course to a TryUSI offer is not possible! Cancellation of TryUSI bookings is only applicable within 6 days of the first session.

## **12. Applicable law and jurisdiction**

Austrian law applies. To the extent legally permissible, Vienna shall be the place of jurisdiction.