

# General Terms and Conditions

## 1. Validity

1.1. These general terms and conditions (shortened to “GTC” in the following) are valid for all legal relationships between the SALLS GmbH, FN 378199a, Mariannengasse 10/12, 1090 Vienna ( shortened to “SALLS” in the following ) and any natural person ( called “student” in the following ).

1.2. These GTC are valid for all contractual relationships.

## 2. Language courses & Foundation programmes

### 2.1. Booking

- The monthly course application fee (non-refundable) is €150. The full language course fees must be paid one month in advance for the short-term courses. Upon receiving the bank transfer, the registration becomes fixed and will be confirmed by email. Participants requiring a visa, should book a course at least 8 weeks prior to the beginning of the course.
- The application fee (non-refundable) for the long-term programmes ( one or two semesters ) is €500. The initial deposit for the long-term programmes is €2000. The full long-term programmes fees must be paid 3 months in advance before the programme starting date. Upon receiving the bank transfer, the registration becomes fixed and will be confirmed by email. Participants requiring a visa, should book a course at least 12 weeks prior to the beginning of the course.
- The fees for educational services ( university admission assistance, visa & residency support assistance ) must be paid in advance and are non-refundable.

### 2.2. Tuition fees

The tuition fees cover the costs of the tuition only. The costs of books, materials, extra-curricular activities, health insurance, public transportation and other expenses are to be paid extra by the student.

### 2.3. Short-term language course cancellation and rescheduling

Cancellation of a booked language course is possible 30 ( thirty ) days before the booked starting date of the course. The cancellation must be done in writing (per post or email) and confirmed by the school. The course price will be transferred back to you minus non-refundable application fee and any bank fees incurred.

A student can reschedule only the short-term language course 30 ( thirty ) days prior to its starting date. A processing fee of €150 applies. The rebooking is possible only once.

### 2.4. Long-term programmes cancellation and rescheduling

- The initial deposit is refundable only in case of a visa refusal less the application processing fees, bank transfer charges and dormitory charges ( if applicable ).
- Withdrawing an application will cause additional charges i.e. cancelling the application or changing the booking more than 3 ( three ) months before the start of your booking period, the dormitory booking fee will be charged. Cancelling the application exactly or less than 3 months, the already paid deposit will be retained.
- If you withdraw an accepted application for any other reason, the already paid deposit will be retained.
- A student can reschedule the long-term programme 30 ( thirty ) days prior to its starting date. A processing fee of €150 applies. The rebooking is possible only once.

## 2.5. Visa / Residency permit

- In case an applicant requires a visa to visit Austria, the school provides the confirmation documents for the Austrian Embassy ( should you require documents sent by courier, the extra charges will apply ).
- In case a visa application gets rejected, a copy of the refusal letter must be provided at least 30 ( thirty ) days prior to the course begin — the course fees will be refunded to your bank account less the application processing fees, educational services fees ( if applicable ), bank transfer charges and dormitory charges ( if applicable ). Otherwise no refund will be possible.

## 2.6. Liability

- SALLS could not interfere in any way or be liable for the documents processing by third parties.
- Course participants are liable for all damage they may cause and are obliged to pay compensation in accordance with applicable legal provisions. The organizers accept no liability for any possible damage, in particular injuries arising from excursions undertaken.
- Course participants are not insured against either accident or illness from our side. Parents or guardians are liable on behalf of minors. Excursions are taken at the participant's own risk. Course participants are highly encouraged to buy illness and accident insurance.

## 2.7. Exclusion

Should a course participant behave in a fashion grossly contrary to this contract or disrupt classes, he or she can be excluded without compensation from the course program. Course and accommodation charges will not be refunded.

## 2.8. Course duration, holidays, attendance

Should the minimum number of participants ( 6 participants ) not be achieved, the school reserves the right to cancel, shorten or postpone the course. The courses do not take place on national holidays. The classes will not be compensated or refunded. In the case of irregular attendance, no refund or extension of the course is possible.

# 3. Dormitories

## 3.1. Contract duration

- If not otherwise specified all contracts for a place in a dormitory are conducted for a period of 12 months. The contract has to be prolonged in writing 6 months prior to its expiration. Student explicitly refuses to execute his right to terminate the contract prematurely.
- Additionally to the monthly rent an administration fee ( non-refundable ) is to be paid. The amount of the fee depends on the number of months booked and includes the registration fee, application fee and final cleaning fee. If not otherwise specified the administration fee is €380 per year. The fees for the contract extension is €175.
- A place in a dormitory is not guaranteed should the student fail to prolong the contract in writing 6 months prior to its expiration.
- On moving in / moving out a protocol is conducted together with the student, where the accommodation and facilities condition is noted.
- Moving in or moving out as well as receiving and returning keys is only possible during office hours. Moving-in is only possible on the first working day of the month booked. Moving-out has to take place by latest on the last working day of the contract.

### 3.2. Contract termination

- On contract expiration the accommodation has to be cleaned up and freed from all the student's belongings till the last day of the contract.
- In case the student fails to return the accommodation on time or the accommodation is not returned in a proper cleaned up state free from student's belongings, SALLS GmbH reserves the right without any liability and at additional costs to free up the accommodation.

### 3.3. Registration

Applicants have to register with the registration office within 3 working days upon arrival in Austria. The registration form is issued by the secretariat of the respective dormitory.

### 3.4. Rent

- The exact amount of rent is found on our booking confirmation. If not otherwise specified the rent is to be paid 6 months in advance — till 30.06 or 01.01 of the respective year.
- Residents are required to pay a deposit. The amount of deposit is specified in our booking confirmation. The deposit is refunded 3 months after your departure upon a written request minus any outstanding charges and administration fee.
- In case, the rent is not paid in time, the administration fee of €150 plus 10% of interest on arrears will be charged. Any dunning costs or other costs for collecting the overdue rent that may occur ( e.g. for enquiries at the registration office in case you moved, debt collection agency fees ) may also be charged. Any possible counterclaims of the student may not be offset against the obligation to pay the rent.

### 3.5. Notice of defects

The student has to report all the defects or damages caused to his accommodation by him or others immediately. The cost of repair has to be compensated by the student.

### 3.6. Accommodation inspection

The school has the right to visit the accommodation on prior notice to check the state of the accommodation und its intended usage. In case of emergency the accommodation could be visited without prior notice to make the necessary repair or to estimate caused damage.

## 4. Data protection and data processing

4.1. Changes of personal details (e.g. postal address) are to be announced by the student without delay.

4.2. The student acknowledges that the disclosed personal data will be digitally saved and processed by SALLS within the limits of statutory authorization, for the purposes and for the duration of the processing of contracts, and thus for the processing of orders, the processing of payments and for the clarification of questions in the context of the request, as well as for the fulfilment of legal provisions. This data will, if it is necessary for the fulfilment of the contract, be passed on to the registration office of municipal district office, to the responsible dorm provider, to the university and to the provider of communication services.

4.3. Booking the course / place in a dormitory each applicant explicitly agrees that photographs and films taken during the course may be used in advertising for the SALLS and/or be published on the Internet.

## 5. Changes to the general terms and conditions

The SALLS reserves the right to change the GTC, as well as the documents referred to in the GTC, at any time. Changes to these general terms and conditions must take place in written form in order to be valid. The student will be made aware of changes to the GTC separately. The changes come into effect if the student does not object in written form within two weeks of the announcement of changes. The SALLS will make the CP aware of the impact of their silence as part of the notification of changes. In the case of an objection, the old GTC will remain valid until the end of the concluded contractual relationship. If a new contract is concluded, the version of the GTC valid at the time of the conclusion of the new contract will apply.

## 6. Choice of law

Except in cases of compelling provisions for the protection of the consumer, Austrian law will be agreed upon for all disputes between the contracting parties to the exclusion of private international law.

## 7. Final clause

### 7.1. Payment

All payments are to be done directly to SALLS or its agents:

#### SALLS GmbH

Franz-Josefs-Kai 29, A-1010 Vienna

IBAN: AT95 1200 0506 7007 1793

SWIFT: BKAUATWWXXX

### 7.2. Rules

Applicants hereby explicitly agrees to follow school / dormitory rules. The rules are available online or could be received from the secretariat. Not following or breaking the rules may result in extra charges, which will be deducted from the applicant's deposit.

### 7.3. Alterations and additions

Alterations and additions to these conditions must be made in writing. SALLS GmbH reserves the right to alter the rules, the program, the prices and the General Conditions of Trade without prior notice.

Should one point of these Conditions of Trade be or become legally unenforceable, the other conditions shall retain their full force and content.