

General Terms and Conditions of University of Applied Sciences BFI Vienna for participating in the supplementary exams in the admission procedure

- 1. Scope of application:** UAS applicants who have to take supplementary exams in the admission procedure pursuant to § 4 (7) Fachhochschulgesetz (FHG; Federal Act on Universities of Applied Sciences Studies Act) as amended, and to § 4 (6) FHG as amended, can take them at UAS BFI Vienna, according to these General Terms and Conditions. The stipulated supplementary exams have to be taken by applicants with an active application status before admission to the degree programme. These exams are prerequisite to admission to a degree programme but do not imply actual admission to a degree programme or conclusion of an education contract.

- 2. Organising supplementary exams:**
 - a) Supplementary exams are held online in German, English (CEFR-levels B2 and C1), and mathematics. Applicants will be informed by the Admission Office about the contents and technical participation requirements. It is not possible to participate in the exams at university, with the university not offering the technical equipment for participation.
 - b) The supplementary exams take place at the end of the summer semester, at the end of June/beginning of July (main exam date). Applicants who do not pass the exams on this date are given another opportunity to take the exam in August (resit). The resit cannot be used as the first/main exam date. The exam dates will be communicated to the applicants at the start of the summer semester or when their application is processed. Closer to the exam date, the exact clock time will be announced; applicants are not entitled to claim a specific time slot.
 - c) Prerequisites for taking the supplementary exams are
 - i) Registering for the necessary exam(s) in good time
 - ii) Passing the admission test in the current semester
 - iii) Paying in the entire exam fee in time (see point 3 below).
 - d) Failed supplementary exams can be retaken as often as necessary.

- 3. Exam fees:**
 - a) The exam fee is EUR 60 per exam date per exam.
 - b) The exam fee has to be transferred (by bank transfer) to the UAS BFI Vienna account: IBAN: AT94 1400 0010 1081 7915, BIC: BAWAATWW. In order to be able to match the payment to the right applicant, it is indispensable to quote the payment reference allocated to the applicant. Any bank fees, charges, and foreign exchange differences must be borne by the applicant. The applicant will receive a confirmation of payment of the fees by email.
 - c) The exam fee has to be transferred within ten (10) days from date of invoice, and must arrive in the UAS account eight (8) days before the exam at the latest; otherwise, participation in the exam(s) cannot be guaranteed. If applicants wish to withdraw from the exam(s), they must do so at least eight days before the exam date by informing the Admission Office at admission@fh-vie.ac.at. If they cancel their appointment in good time before the exam, the transferred exam fee will be reimbursed. Please note that any bank fees, charges, and foreign-exchange differences are not. Should applicants

General Terms and Conditions Supplementary Exams

cancel too late, fail to show up for the exam or encounter technical problems in the supplementary exams which make assessment impossible, the exam fee is also not reimbursed.

- 4. Limitation of liability:** UAS BFI Vienna reserves the right to reschedule or cancel supplementary exams at short notice in case of force majeure, unforeseen events (e.g. examiners being ill on the day), or technical problems. Applicants cannot claim any damages or raise any other claims because of a delayed or cancelled exam. UAS BFI Vienna can only be held liable in case of gross negligence or intent unless otherwise prescribed by law.
- 5. Data protection:** All personal information provided by the applicant will be treated confidentially. Bank data provided by the applicants will serve exclusively for the settlement of the exam fee and will not be processed any further after this purpose is fulfilled. Further information on applicants' data protection can be found [here](#).
- 6. Entry in force and closing provisions:** The General Terms and Conditions come into force on 1 October 2024. Austrian law, excluding its conflict-of-law 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 pursuant to §14 *Konsumentenschutzgesetz* (Consumer Protection Act) who have their domicile or habitual place of residence or place of work in Austria.

Vienna, 1 October 2024