

Dear Reader,

The English translation of our Terms and Conditions (Teilnahmebedingungen) is provided solely for your convenience. The translation is in no way binding on the language centre. The German text is the sole authoritative and binding version and prevails in case of any conflict.

## TERMS AND CONDITIONS

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## **1 Area of application**

The courses offered by the STUDIUM PLUS programme are generally subject to payment. The courses are intended for undergraduate and graduate as well as doctoral students enrolled at the University of Kassel, international students who are enrolled as part of an exchange programme or study abroad programme at the University of Kassel and University employees. External parties<sup>1</sup> may enrol in courses offered by the STUDIUM PLUS programme on condition that the courses take place and places are still available.

Courses offered by the STUDIUM INTERNATIONAL programme comply with agreements made between the ISZ / Sprachzentrum (Language Centre) and other University departments and are intended exclusively for students enrolled at the University of Kassel. Courses offered by the STUDIUM INTERNATIONAL programme are free of charge.

PATENPLÄTZE (sponsored places) are course places given to students whose departments finance their participation wholly or in part. Rules regarding preconditions and the form of finance are defined by the corresponding departments and/or study programmes.

The ISZ / Sprachzentrum (Language Centre) is an accredited member of the UNICert® system of language training and certification and offers UNICert® courses in both STUDIUM PLUS and STUDIUM INTERNATIONAL course programmes. UNICert® courses are conducted according to the requirements of the study and examination regulations for UNICert® valid at that time, as published on the ISZ / Sprachzentrum (Language Centre) homepage.

For all other courses and programmes, separate terms and conditions apply and are available on the ISZ / Sprachzentrum (Language Centre) website.

## **2 Course dates**

Unless otherwise stated on the ISZ / Sprachzentrum (Language Centre) website, semester courses begin one week after the official semester start at the University of Kassel, in the second lecture week. Intensive courses, unless otherwise stated, begin the week following the official end of the lecture period at the University of Kassel.

Semester courses generally run for 13 weeks. One teaching unit is 45 minutes.

## **3 Registration**

Registration is completed online providing a complete and valid invoice address and a valid email address. In certain well-founded exceptional cases registration in person can be agreed upon and is possible by visiting the departmental office of the ISZ / Sprachzentrum (Language Centre).

Registration dates are published in advance on the ISZ / Sprachzentrum (Language Centre) website. Registration after course commencement is only possible insofar as places are still available. In all cases, course attendance policy must be complied with

<sup>1</sup> External parties are persons who are neither students / doctoral candidates enrolled at the University of Kassel nor employees of the University of Kassel. For this reason, members of the “Bürgeruniversität” (i.e. guest auditors according to the Hessian enrolment regulations) are classified as external parties.

(please refer to section 8). Your registration is contractually binding. Please also refer to our regulations on course withdrawal in section 6.

If a course is fully booked, any interested party can be placed on a waiting list. He / She will then be notified if a place becomes available.

Course places are not transferable to other persons.

### **3.1 Registration for STUDIUM PLUS courses against payment**

In addition to the course fee which is due when registered for a course in the STUDIUM PLUS programme, re-booking and processing costs can also be incurred (see sections 5, 6 and 8). An invoice for all registration expenses will be sent to the email address provided by the course participant. Payment is to be remitted immediately with respect to the invoice date.

If payment remains outstanding, the issuance of any course certificate and registration for further courses will not be possible.

### **3.2 Registration for STUDIUM INTERNATIONAL courses and PATENPLÄTZE (sponsored places).**

Places in STUDIUM INTERNATIONAL courses and PATENPLÄTZE (sponsored places) are strictly limited in number and offered free of charge up to a maximum number of semester hours per student which has been agreed upon with the corresponding department and/or study programme. These restrictions mean that one particular course can only be attended once in any one degree programme. All terms and conditions in conjunction with the evaluation / examination policies of the participant's department are applicable.

Registered participants who do not attend the course, who withdraw from the course without authorisation (see section 6), or who violate the attendance regulations relinquish the right to a place in STUDIUM INTERNATIONAL and PATENPLÄTZE (sponsored place) courses and lose the portion of the budget for ECTS/semester hours which they are allotted by their department. Thereafter, registration for STUDIUM INTERNATIONAL courses and for PATENPLÄTZE (sponsored places) is only possible by visiting the ISZ / Sprachzentrum (Language Centre) departmental office in person.

## **4 Data protection**

Collection and storage of personal data is carried out on a voluntary basis. Information concerning age and gender is used exclusively for statistical and administrative purposes within the ISZ / Sprachzentrum (Language Centre). Unless a course participant expressly gives prior consent, data will neither be published nor made available to third parties. Data protection is governed by the Federal German Data Protection Act (BDSG).

## **5 Course fees and miscellaneous costs**

### **5.1 Fees for students, doctoral students and employees in the STUDIUM PLUS programme**

Course fees as well as any possible re-booking and processing costs are immediately due for payment on registration. Payment of these fees per bank transfer is due on receipt of the invoice (see 3.1). The date on the invoice applies.

Course fees levied for courses in the ISZ / Sprachzentrum (Language Centre) of the University of Kassel are governed by the rates approved by the University Executive Committee. Employees of the University of Kassel pay the same fees as students and doctoral students.

Please refer to any separate regulations regarding the reimbursement of course fees from departments and/or study programmes.

### **5.2 STUDIUM PLUS course fees for external parties**

External parties are persons who are neither students / doctoral candidates enrolled at the University of Kassel nor employees of the University of Kassel. For this reason, members of the “Bürgeruniversität” (i.e. guest auditors according to the Hessian enrolment regulations) are classified as external parties.

There is an additional fee of 50 € per semester for external parties wishing to use campus services (e.g. Media Library, Learning Centre, Film, etc.). However, use of campus services is not mandatory and external parties in STUDIUM PLUS courses not wishing to use these services are not required to pay the additional 50 € fee. Course fees levied for courses in the ISZ / Sprachzentrum (Language Centre) of the University of Kassel are governed by the rates determined by the University Executive Committee.

### **5.3 Course material in the STUDIUM PLUS, STUDIUM INTERNATIONAL and PATENPLÄTZE (sponsored places) programme**

In addition to our course fees, some courses in our programmes STUDIUM PLUS and STUDIUM INTERNATIONAL as well as PATENPLÄTZE (sponsored places) may require a fee at cost price for photocopied teaching material. The photocopying costs are to be paid to the course instructor at the beginning of the course. Course fees do not include the supply of any textbooks, dictionaries etc.

## **6 Course withdrawal / Switching courses, Rebooking**

Application for withdrawal and a change of course can only be made via the Managing Director of the ISZ / Sprachzentrum (Language Centre). Withdrawal and requests to switch courses should be applied for promptly in writing to the Managing Director, including the reason/s for the request and documentary evidence (e.g. medical certificate). Applications must be made using the button “Application for Withdrawal” which is available on the ISZ / Sprachzentrum (Language Centre) website. It is not enough to simply inform the course instructor. Withdrawal and/or a change of courses are only effective on approval by the Managing Director. Course participants are obliged to verify the approval of the request; approval is only ensured on receipt by the participant of a written confirmation from the Managing Director.

Course withdrawal will be accepted on the following grounds:

1. Illness, which prohibits continuation of the course (a medical certificate is required as proof).
2. Ex-matriculation of the student, authorised by the university.
3. Extensive overlapping in a student's course and examination schedule which was not foreseeable at the time of registration. In such a case, the compulsory attendance of the conflicting event must be confirmed in writing by the appropriate department.
4. When the course instructor identifies a blatant disparity between the course level and the abilities of the participant.
5. The recognition of individual extreme cases of hardship, to be decided upon by the Managing Director.

If course withdrawal has not been officially approved, course participants are obliged to pay for the course, regardless of attendance.

Withdrawal after the start of a course incurs an administration fee of 10 €. On application, the participant will receive a proportionate refund of the course fees after deduction of costs for course dates which have already taken place. The refund is calculated from the date of the request to withdraw.

Once an invoice has been sent, withdrawal, re-booking, the exemption from or refunding of course fees cannot be granted. The only exception which applies is when a medical certificate is supplied which confirms an inability to participate and which makes a successful continuation of the course impossible. In this case and on application, the participant will receive a proportionate refund of the course fees after deduction of costs for course dates which have already taken place (see above). Course withdrawal is not possible after the completion of a course.

## **7 Cancellation of courses and organisational amendments made by the ISZ / Sprachenzentrum (Language Centre)**

### **7.1 Cancellation of courses**

Courses will not be held and can be cancelled by the ISZ / Sprachenzentrum (Language centre)

1. when the course instructor can no longer offer the course;
2. when the minimum number of participants is not attained.

If courses are not held, course participants are not under any financial obligation.

### **7.2 Organisational amendments made by the ISZ / Sprachenzentrum (Language Centre)**

1. There is no claim on the instruction of a course by a particular instructor. This also applies when an instructor's name appears in the course listing.
2. In certain justified circumstances the ISZ / Sprachenzentrum (Language Centre) reserves the right to change the location and time of courses.

3. Should a session be cancelled (for example, due to an instructor's illness), this session may be made up. However, course participants are not entitled to make any claims should an alternative session not be offered.

4. Organisational changes to courses (for example, change of location) are posted on the ISZ / Sprachenzentrum (Language Centre) website.

### 7.3 Disclaimer

The ISZ / Sprachenzentrum (Language Centre) assumes no liability for personal or material damages of any kind to participants or third parties, insofar as these do not result from wilful intent or gross negligence on the part of the persons assigned by the ISZ / Sprachenzentrum (Language Centre).

## 8 Attendance Regulations

### 8.1 General <sup>2</sup>

Course participants in semester courses are allowed to miss 2 sessions (2 course dates) without permission.

In exceptional circumstances of hardship absence from a third session can be approved. Both your instructor and the Managing Director must be notified of this case immediately in writing including the reason for this hardship (for example, by providing an attestation/medical certificate).

The following applies for intensive courses:

Total amount of course teaching units	Tolerated absence without permission	Maximum absence in cases of hardship (see above regarding written documentary evidence etc.)
Intensive course with 26 teaching units (1 week)	4 teaching units	6 teaching units or 1 course day
Intensive course with 52 teaching units (2 weeks)	8 teaching units (1 course day and 3 teaching units)	12 teaching units or 2 course days

Handicapped and chronically ill students who are unable to fulfil attendance regulations because of their handicap or chronic illness are required to notify both their instructor and the Managing Director of this fact at the start of the course.

Exceeding the permitted number of absences will result in automatic exclusion from the final exam and no certificate of participation including a grade / ECTS points or otherwise will be issued.

If a participant's absences (per course) do not exceed 40 percent, he or she can apply for a certificate of participation indicating the amount of course teaching units attended. This certificate of participation does not include any ECTS credit points, any grade or any other qualifying information (i.e. "successful" participation).

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<sup>2</sup> Special rules apply for UNICert® courses (see section 8.2)

## 8.2 UNICert® courses

Regulations differing from those in section 8.1 for UNICert® courses are to be found in the UNICert® study and examination regulations.

## 9 Assessment, Grading and Retakes

### 9.1 General information <sup>3</sup>

Each course ends with a written and/or oral examination. The instructor can draw on other methods of assessment (e.g. presentations) in order to arrive at a grade. Prerequisite for admission to the examination is the required course participation (see Attendance Regulations in section 8).

Participation in the course final examination and/or fulfilment of all required course assessments is necessary in order to receive a proficiency certificate indicating grade and amount of ECTS credit points.

### 9.2 Assessment UNICert® Courses

UNICert® examinations for the corresponding courses are conducted according to the requirements of the study and examination regulations for UNICert.®

### 9.3 Grading

Grades are awarded by the examining course instructors. These will be calculated according to the following grading system:

1,0 – 1,3	very good
1,7 – 2,3	good
2,7 – 3,3	satisfactory
3,7 – 4,0	pass
> 4,0	fail

### 9.4 Retakes

It is not permitted to retake an examination in order to improve the grade.

The ISZ / Sprachenzentrum (Language Centre) is under no obligation to offer retakes for any failed examinations in the courses we offer in our STUDIUM PLUS programme. Failed examinations in our STUDIUM INTERNATIONAL programme can be retaken in accordance with the study and examination regulations of the relevant department and/or study programme.

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<sup>3</sup> Special rules apply for UNICert® courses (see section 9.2)

## **10 Violations in Course Examinations**

Students found cheating, trying to cheat or using unauthorised test aid materials will receive a grade of 5.0 for the course.

## **11 Archival Storage of Examination Documents**

### **11.1 STUDIUM PLUS and other courses**

Participation in STUDIUM PLUS courses is elective; thus, the ISZ / Sprachzentrum (Language Centre) is under no obligation to archive examination papers.

If a course involving a course fee from the STUDIUM PLUS or PATENPLÄTZE (sponsored places) programmes is recognised by a department, the ISZ / Sprachzentrum (Language Centre) cannot guarantee recording or filing of the examination papers concerned.

### **11.2 STUDIUM INTERNATIONAL**

The statutory retention periods as laid down in the applicable version of the Hessian matriculation regulations apply for examinations which are credited to students' major fields of studies. In this case students must register for courses in the STUDIUM INTERNATIONAL programme.

## **12 Protection of Copyright**

In accordance with copyright laws all audio, photo and film recording during courses is not permitted. In courses using computer based material it is also not permitted to copy or distribute any software which is used for teaching purposes.

## **13 Validity**

These Terms and Conditions are applicable and come into force by resolution of the University Executive Committee and supersede all previous versions.