

# General Terms and Conditions of Business (AGB) for the Berlin European Studies (FU-BEST) Program of Freie Universität Berlin

The fee-based FU-BEST program is offered by Freie Universität Berlin.

These terms and conditions apply to all services and provisions associated with the FU-BEST program. The terms and conditions of any and all of our customers and suppliers are hereby voided and have no validity. Any changes or additions to these terms and conditions, made before or at the time this agreement is entered into, must in any case be agreed in writing in order to have any validity.

Freie Universität Berlin has assigned ERG Universitätsservice GmbH the task of carrying out the financial management of FU-BEST.

## 1. Conclusion of Contract

Applications for admission as well as financial assistance can be made by downloading the forms at the FU-BEST website ([www.fu-berlin.de/fubest](http://www.fu-berlin.de/fubest)) and mailing the complete application dossier to:

Freie Universität Berlin, FU-BEST Program  
Brentanostraße 50  
12163 Berlin, Germany

### **Deadlines for the FU-BEST semester programs:**

#### **FU-BEST Fall Semester:**

General application deadline: May 1

Deposit payment deadline: June 1

Full payment deadline: July 1

Standard application/registration fee: 50 Euro

Late registration fee: after May 1 and before June 1: 100 Euro. Place may no longer be available after May 1

#### **FU-BEST Spring Semester:**

General application deadline: October 15

Deposit payment deadline: November 1

Full payment deadline: December 1

Standard application/registration fee: 50 Euro

Late registration fee: after October 15 and before November 1: 100 Euro. Place may no longer be available after October 15

As soon as the application for participation has been received at the FU-BEST office, the participant will receive a confirmation and preliminary admission notification via e-mail, and subsequently a more formal admission letter and bill/invoice (also via e-mail). The registration becomes legally binding by means of this letter and bill/invoice. The participant thereby accepts the payment conditions outlined below. Each participant is required to pay a non-refundable deposit of 500 Euro no later than June 1 or November 1, depending on the semester for which the application is submitted. This deposit will count toward the total bill. The bill/invoice must have been paid in full no later than two months after the official registration deadline (see specific dates listed above). If not, the registration will be cancelled

and the place given to another participant instead. Late registration is possible against payment of an additional fee (see above). All fees listed are applicable to each participant on an individual basis.

Enrollment for each course is limited to 20 (or 15 in the case of the German language courses/sections). It is therefore essential to register as early as possible. If more than 20 participants register for a given non-language course, the FU-BEST office will consider the alternate course(s) selected by the applicant on the registration form. If no place is available in any of the courses selected by the applicant, the FU-BEST office will contact the applicant in due time in order to discuss other options or to offer the participant a cost-free withdrawal from the FU-BEST program.

The FU-BEST fees comprise **no** insurance of any kind. Each participant is urged to insure him- or herself accordingly (e.g. regarding health, accident, personal liability, etc.). See under 6 below.

## **2. Method and conditions of payment**

Please note the following carefully: We accept payment by credit card or bank transfer in case of the registration fee and non-refundable deposit. Payment of the remaining fees can **only** be made by means of bank transfer. Check with your bank on how to handle this. All payments must be made in Euros (€). We do **not** accept (personal) checks of any kind. Note the financial portion of the application forms; please complete it carefully! **You may be coming from a college or university that has developed a cooperative arrangement with us whereby it takes care of all transfers of funds to our account; so please check with your Study Abroad office before initiating a transfer by yourself. You may need to pass along your bill to officials at that office.**

Transfers of funds should be sent to the following bank and account:

Berliner Sparkasse

Teltower Damm 21

D-14169 Berlin, Germany

Account Number: 10 100 39454

German bank code (BLZ): 100 500 00

Account holder: ERG Universitätsservice GmbH, Treuhand FU-BEST

IBAN: DE36 1005 0000 1010 0394 54

SWIFT Code: BELADEBEXXX

Be sure to note your name and the FU-BEST program in the transfer!

Please note that you are required, as customer, to assume all fees associated with such a transfer of funds.

## **3. Contents and objectives of the FU-BEST program**

The contents and objectives of the individual courses in the program are available on our official website: [www.fu-berlin.de/fubest](http://www.fu-berlin.de/fubest). The selection of courses is, in the end, the responsibility of each participant. We therefore urge you to take note of any relevant preconditions or other aspects of a course. Each participant should consider especially whether the contents and objectives of a given course correspond with his/her needs and expectations and also whether he/she possesses the necessary prior qualification for a course.

## **Quality**

FU-BEST carefully selects its teaching personnel, which must demonstrate adequate competence and experience in its particular discipline. Furthermore, FU-BEST guarantees that all courses, corresponding to their content, will be carried out in a professional and competent manner and fulfil the stated objectives. Content and quality of all courses, as well as the number of academic credits that can be earned, is monitored by the FU.

## **Transcript**

When a participant fulfils all requirements of a course, he/she receives an official transcript at the end of the FU-BEST program. Those individuals who participate in courses without the intention of gaining academic credit, receive a declaration of participation if they so desire. It is the responsibility of each participant to ensure that he/she has acquired prior approval at his/her home institution for participation and subsequent transfer of credits. The FU as a whole and FU-BEST in particular carry no responsibility for any failure to do so on the part of any participant.

## **Location**

Unless announced otherwise in advance, all courses are held in one of the campus facilities of Freie Universität Berlin. Relocation to a non-university site, due to unexpected unavailability of space, may occur under certain circumstances.

## **Number of participants per course**

The number of participants per course is limited to **20**, or 15 in the case of the German language courses/sections.

## **Excursions and field-trips**

One multi-day off-site excursion, in addition to course-related local field-trips and several cultural activities such as concerts and/or operas, form an integral part of each semester's program. Any additional activities and travels undertaken by participants that do not form an official part of the program will be considered the participants' own expense.

## **4. Copyright**

FU-BEST and ERG Universitätsservice GmbH retain full copyright regarding all materials distributed among participants. All materials or contents thereof may not be copied, sold or used for third parties without explicit prior approval by FU-BEST. Each participant receives all documentation and materials only for personal use.

## **5. Cancellation/Refunds/Changes**

Cancellation of participation in the FU-BEST program is possible in principle, subject to the following conditions:

The registration fee (as well as any late registration fee that may have been paid) and the 500 Euro deposit cannot be refunded at any point after they have been paid; they are subtracted from any refunds as described below, along with any bank fees applicable to the reimbursement of monies paid. In case of cancellation before July 15 (prior to the Fall semester) or November 15 (prior to the Spring semester), the participant in question receives a refund of tuition and program fees paid. In case of cancellation between July 15 and August 15 (in case of the Fall program) or November 15 and December 15 (in case of the Spring program), the participant receives a Program Fee refund only (that is, no refund of the tuition portion of the fees). In case of cancellation after August 15 (in case of the Fall program) or December 15 (in case of the Spring program), no refund of any kind is provided. *All participants are strongly recommended to consider taking out their own cancellation insurance*

*when applying and registering for FU-BEST.*

FU-BEST reserves the right to cancel courses that contain less than 8 participants four or more weeks prior to the start of a given semester. Should such cancellation be necessary, the affected participants will be notified and transferred to the next available course, based on their ranking of choices on their registrations forms. If no solution along these lines is possible for an applicant, he/she may cancel his/her participation in the FU-BEST program free-of-charge and receive a full refund of all fees paid up until that point.

Participants may change courses after the start of the program, but always subject to the customary DROP/ADD rules and deadlines issued by their own home institutions.

## **6. Insurance**

FU-BEST does *not* provide participants with health, accident or liability insurance. All participants must show proof of health/accident insurance upon enrolment. Liability insurance is left to each participant's own judgment, but is highly recommended by FU-BEST.

## **7. Force majeure and acts of God**

Cancellation of a course or other aspects of the FU-BEST program as a result of illness, acts of God or otherwise unforeseeable events or developments may occur. In such a case, participants are not entitled to having such courses or other aspects take place or carried out.

## **8. Severability clause**

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

## **9. Privacy policy**

Each participant agrees to the storage and use of personal data for the fulfilment of the agreement of participation within the framework of the legal provisions of the Federal German Data Protection Act. Participants' personal data is not made available to third parties.

## **10. Place of jurisdiction**

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.