

## **General terms and conditions for continuing education courses at the ZHAW (GTCs)**

The Executive Board determines, based on the:

- [ZHAW university regulations](#) (in German)
- [ZHAW rules of procedure](#) (in German)

### **1. Scope**

These GTCs apply to all continuing education courses in general at the ZHAW, namely:

- Continuing education courses (Weiterbildungskurse, WBK, in German)
- Certificates of Advanced Studies (CAS)
- Diplomas of Advanced Studies (DAS)
- Masters of Advanced Studies (MAS)
- Masters of Business Administration (MBA),
- Executive Masters of Business Administration (EMBA)
- Executive Masters

They are supplemented by the respective course documentation as well as the course and study programme guidelines underpinning the individual continuing education courses. These documents take precedence over these GTCs in the event of deviations.

### **2. Course documentation**

Every effort is made to keep the course documentation for the respective continuing education courses up to date. In cases of doubt, the documentation published online applies.

### **3. Enrolment**

Both written and online enrolments are legally binding. By enrolling for a course, the participant acknowledges and accepts these GTCs and the course documentation as well as the course and study programme requirements.

The admission requirements for a continuing education course are set out in the course documentation as well as the course and study programme requirements.

The number of participants on a continuing education course is limited. Enrolments are considered in the order in which they are received. Any deviations will be published in the course documentation or the course and study programme requirements. Participants receive a confirmation of receipt after submitting their enrolment.

Admission to a continuing education course may be refused in the event of outstanding payments from other continuing education courses at the ZHAW.

### **4. Fees**

Details of the costs for a continuing education course and the content included therein can be found in the course documentation as well as the course and study programme guidelines.

## **5. Cancellation**

If the course fails to attract a minimum number of enrolments, the ZHAW reserves the right to cancel it. In this case, those who have already enrolled will be notified as quickly as possible. If the course is cancelled, any payments already made will be refunded in full. Any further claims to compensation are excluded.

## **6. Changes**

Changes to the programme (time and duration, venue, content) as well as any personnel changes in connection with the continuing education course remain reserved.

## **7. Payment terms**

The tuition fees or course costs for the continuing education course in question must be paid following receipt of the confirmation of admission and the corresponding invoice. The fees or costs must generally be settled no later than 30 days prior to the start of the continuing education course.

Special payment conditions for the individual continuing education courses remain reserved and can be found in the respective course documentation.

If the tuition fees or course costs are not paid on time, participants may be excluded from the continuing education course. The obligation to pay tuition fees or course costs remains unaffected in such instances.

## **8. Rebooking**

Rebooking is only possible within the same School up to the start of the continuing education course in question.

It is possible to rebook to complete the continuing education course at a later date or to complete a different continuing education course upon submitting a written request, provided the admission requirements are met and a place is available on the desired continuing education course.

Any higher costs associated with the chosen continuing education are to be borne by the participant.

Rebookings made fewer than 60 days prior to the start of the respective course or study programme, 5% (min. CHF 100) of the tuition fees or course costs will be charged.

## **9. Withdrawal, failure to attend and discontinuation**

Requests to withdraw from a continuing education course must be made in writing and may incur costs.

The costs associated with withdrawals are governed in detail as follows:

- Up to 60 days prior to the start of the course or study programme: no costs incurred. The Schools may charge a processing fee.
- Fewer than 60 days prior to the start of the course of study programme: 50% of the total tuition fees / course costs
- Fewer than 30 days prior to the start of the course of study programme: 75% of the total tuition fees / course costs

If the participant finds a replacement candidate who meets the admission requirements prior to the start of the continuing education course, the obligation to pay may be waived. In such cases, a processing fee of 5% (min. CHF 100) of the tuition fees / course costs will be due. The head of the continuing education course in question decides on the admission of replacement candidates. Individuals already on the waiting list for the respective continuing education course take precedence as replacements.

Should participants withdraw from, fail to attend or discontinue their participation following the commencement of the continuing education course, 100% of the total tuition fees / course costs will be due.

## **10. Confidentiality**

Should participants in a continuing education course gain knowledge of confidential data, in particular personal data such as patient or client data, during the completion of the programme, the following regulations apply:

All confidential information that is entrusted to participants or observed by them in the context of the continuing education course, in particular any educational films made available to them, must be treated with absolute confidentiality. Such information and videos must be used exclusively for the purposes for which they were made available to the course participants. Any disclosure to third parties or further use of the confidential information for the course participants' own purposes or the purposes of third parties, in particular the further distribution of confidential information (e.g. via YouTube, WhatsApp) as well as any recording of this information (audio, video, photo), is expressly prohibited. This obligation will continue to apply after the end of the continuing education course.

## **11. Insurance**

Insurance (e.g. cancellation insurance) is the responsibility of the participants.

## **12. Transfer of rights**

Course participants automatically cede all working results they produce during their education at the ZHAW and all rights pertaining thereto fully and without compensation to the ZHAW, insofar as these are not already conferred to the ZHAW by law. The rights so transferred include solutions to exercises or tasks, final papers or theses, and any software developed by course participants, irrespective of any protection such intellectual property may enjoy. The rights ceded comprise the exclusive right to file for patent applications as well as all copyright, ancillary copyright, patent, design and model rights etc. Should the ZHAW receive any payment in respect of such rights, it will use the proceeds solely for educational purposes. Any rights that course participants may have to be recognised as the author, inventor or creator of a design, model or suchlike are not in any way affected by this transfer and all confidentiality obligations on the part of the ZHAW are to be observed.

In special cases, the aforementioned rights may be transferred in part or in their entirety to the course participant in question. This person may submit such a request to the head of the programme and the re-transfer of these rights will subsequently be documented in a written agreement.

## **13. Applicable law and jurisdiction**

Any legal dispute relating to a continuing education course at the ZHAW is subject to Swiss law. The place of jurisdiction is Winterthur.



## 14. Validity

These GTCs shall apply to enrolments from 1 January 2025.

### Disclaimer

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## 15. Document information

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