



Terms and Conditions (T&C) at the University of Applied Sciences for Intercultural Theology Hermannsburg (FIT)

I. Subject

1. These Terms and Conditions of Performances at the University of Applied Sciences for Intercultural Theology Hermannsburg (FIT) set out the provisions that apply to the academic performances in connection with the selected degree programme and other related performances.
2. The contracting partners are the student and FIT, i.e. its legal entity, the Evangelical-Lutheran Mission in Lower Saxony (ELM).
3. Statutory requirements apply to the degree programme. FIT does not accept liability for changes in these statutory requirements or any other actions by the legislator and the competent Lower Saxony Ministry for Science and Culture (MWK), even if they fall within the period in which the degree programme is being completed.

II. Integral parts of the contract

1. The service provider for the courses offered within the framework of degree programmes and other services that are related to the degree programme is FIT, whose legal entity is ELM.
2. In addition to these Terms and Conditions, the following regulations are integral parts of the academic contract (in hard copy or electronic form at www.fh-hermannsburg.de):
 - (1.) the study and examination regulations, including the enrolment regulations, that apply at the time of contractual conclusion or that are undergoing accreditation as amended;
 - (2.) the fee regulations that apply upon conclusion of the contract as amended.

III. Individual provisions

1. Enrolment and study contract

Enrolment is predicated upon the conclusion of a study contract, awareness of these T&C, acceptance of the study and examination regulations, including the enrolment regulations, complete payment of the term fees and presentation of current proof of health insurance cover.

The study contract is concluded in writing. In most cases this shall be managed by electronic exchange of signed copies of the contract by email. The legal guardian must sign the contract on behalf of minor-age students. The study contract is concluded for the entire period of the degree programme, as set out in the study and examination regulations. The obligations that apply to the university and the student are defined in the study contract.

Changes and additions to the study contract, as well as ancillary verbal agreements, must also be in writing. Appendices are deemed integral parts of the contract.

2. Study fees

The study fees as detailed in the fee regulations are payable each term. The study fees may rise by up to ten percent during a degree programme.

The study fees are payable in full by 15 September for first enrolment, by 31 July of each year for timely return to the winter term and by 31 January of each year for the summer term.

Students will only be considered to have enrolled and returned on time if they present to FIT a valid policy from a health insurer for the term in question. Academic performances, and in particular the confirmation pursuant to Section 9 German Federal Training Assistance Act (BAföG), can only be certified once the study fees have been received.

Where a student has failed to make payment of the study fees, either partly or fully, compulsory re-registration may be enforced at the end of the semester.

The contract will be suspended during any leave of absence that has been approved by the university. Study fees shall not be charged during this period.

3. Leave of absence

Students may be granted, from the second specialist semester, leave of absence for up to four terms of their degree programme. The application must be filed in writing by 15 November for the respective winter term, and by 15 April for the respective summer term. Leave of absence is granted for a whole term.

Study fees are not due for the period of absence. Timely return or a repeat application for leave of absence are required for the following term.

4. Termination and de-registration

Ordinary notice of termination to the end of the term may be served to the study contract during a de-registration procedure pursuant to Section 8 Admission and Enrolment Regulations; notice of immediate termination may also be served. An application for de-registration, i.e. issue of the de-registration certificate, shall be tantamount to a declaration of will for the termination of the study contract. Termination of the study contract, i.e. applications for de-registration, must be served in writing.

Extraordinary termination with immediate de-registration is only permitted for good cause. Upon request by the party upon whom notice is served, the reason for termination must be disclosed in writing. Statutory provisions on extraordinary termination are unaffected.

Fees, charges and remunerations paid for the current term shall be reimbursed if the application for de-registration is filed prior to the start of the course, i.e. extraordinary notice is served by this time. In all other cases of termination, the study fees shall be due until the end of the current term, except where a later extraordinary notice of termination is based on circumstances for which the university is responsible. In this case, the study fees shall be reimbursed pro rata temporis.

5. Provision of courses

FIT reserves the right to postpone courses or individual teaching units if the teacher in charge is on sick leave. Students will be notified in these cases without undue delay, in most cases verbally or by email.

6. Withdrawal

The student may withdraw from the study contract within 14 days and shall not be required to provide reasons (withdrawal notices must be signed and sent by letter, fax or email, but not by text message). The withdrawal period begins upon conclusion of the contract, i.e. receipt by both parties of the signed contract upon first enrolment. Timely dispatch of the withdrawal notice shall be sufficient for compliance with the withdrawal period.

Withdrawal should be addressed to: Fachhochschule für interkulturelle Theologie Hermannsburg, Missionsstr. 3–5, 29320 Südheide.

Where withdrawal is effective, the student may be reimbursed for any registration and study fees that have already been paid. No reimbursement will be granted for teaching that has already been provided by FIT. Any other services, documents or objects that have been received must be returned, or alternatively the student must pay reasonable compensation that shall be commensurate with the value of these items.

The right of withdrawal shall lapse prematurely if the study contract is performed by both parties on the explicit wish of the student, before the student has exercised a right of withdrawal.

7. Data protection

FIT and its legal entity ELM are subject to data protection laws governing ecclesiastical institutions, in particular the Data Protection Act of the Protestant Church in Germany (DSG-EKD).

The student consents to the electronic processing of his/her application, contractual and degree programme data with due consideration of data protection laws governing ecclesiastical institutions. The specific legal basis in this regard is Section 17 Lower Saxony Higher Education Act (NHG). The regulations in place at FIT provide detailed provisions.

The student consents to the processing of his/her data for the purpose of contractual performance in connection with the degree programme and its examinations.

The student consents to the transfer of his/her personal data to government agencies where this is necessary in connection with the degree programme.

The data will not be passed on to third parties.

FIT is authorised to continue using the postal and email address for information related to university matters at FIT, even after the end of the degree programme.

8. Liability

and FIT shall only be liable for personal and material damage in cases of wilful intent gross negligence; this is without prejudice to Section 309(7) German Civil Code (BGB). The student is liable for loss of or damage to materials and equipment provided to them. FIT is not liable for damage incurred by the student due to theft.

FIT shall accept no liability whatsoever for any financial damages incurred by the student where a study contract does not enter into force or a degree programme is discontinued prematurely.

The student is responsible for the indemnification of all such damages; FIT advises students to conclude a third-party liability insurance policy.

9. Jurisdiction

All contracts concluded with FIT and ELM as its legal entity in connection with the degree programme shall be governed by German law. The place of jurisdiction is Celle.

I have read and accepted the Terms and Conditions.

Place, date

Signature

As of: 05/2019