
All-Inclusive Tuition & Student Life Package (AIP)

University of Applied Sciences Kufstein Tirol

0. Contract language

This document is a translation of the legally binding German version of the contract. In the event of any discrepancies or disputes arising from the translation, the German version of the contract shall prevail.

1. Contractual partners

This contract is concluded between the following contracting parties:

University of Applied Sciences Kufstein Tirol
Fachhochschule Kufstein Tirol Bildungs GmbH
Andreas Hofer-Straße 7
6330 Kufstein
AUSTRIA
Company register number: FN183013m

hereinafter referred to as "Provider," represented by the CEO Managing Director,

and

«Vorname» «Familiennamen»
Date of birth: «Geburtsdatum»
«Strasse»
«PLZ» «Ort»
«Land»

hereinafter referred to as "Student."

2. Subject matter and duration of the contract

The subject of this contract is the **All-Inclusive Tuition & Student Life Package**, hereinafter referred to as AIP, which is concluded in addition to the existing Study Contract between the parties. The present contract is concluded for one academic year and is automatically extended to the following academic year unless the contract is terminated in good time. Upon the Student's graduation, the contract ends at the end of the respective semester. The AIP includes the following services:

1. Tuition fees, incl. fees for students from third countries (non-EU/EEA/Switzerland), as per the Study Contract.
2. Austrian Student Union contribution (ÖH-Beitrag), as per the Study Contract.
3. Single accommodation in the International Student Residence as defined in Section 6 of this contract (<https://www.fh-kufstein.ac.at/isr>), subject to payment of a deposit of EUR 500.
4. Cafeteria credit of EUR 200/month for the University of Applied Sciences Kufstein Tirol's cafeteria (a.k.a. "Diner"/"CAFe.04") for ten months (October-February and March-July).

5. Bike rental via the University of Applied Sciences Kufstein Tirol as defined in Section 7 of this contract. (Deposit: EUR 250)
6. KufsteinCard, valid for one year (365 days) from the date of issue (<https://www.kufstein.at/de/kufsteincard.html>).
7. Dedicated contact person for any services and concerns regarding the AIP.

3. Optional services at reduced rates

The following optional services can be booked at reduced rates:

- a. German language course (extracurricular) at a rate of EUR 200/year.
- b. English language course (extracurricular) at a rate of EUR 200/year.
- c. INVIBE Premium Gym Membership (<https://www.invibe.at/standorte>) for the Kufstein branch at a rate of EUR 400/year.

If the Student wishes to book any optional services, the Provider must be informed by August 31 or January 31 at the latest. Changes to or cancellation of optional services during the semester are not possible. The contractual terms of the respective service providers apply. The contract is concluded between the University of Applied Sciences Kufstein Tirol and the respective service provider. The fees for any optional services booked must be paid at the **InfoPoint** of the University of Applied Sciences Kufstein Tirol at the beginning of the semester.

4. Prerequisites

The prerequisite for the conclusion of this AIP contract is the existence of a valid Study Contract between the Student and the University of Applied Sciences Kufstein Tirol ("FH Kufstein Tirol Bildungs GmbH").

5. Terms of payment

a. Down payment and contribution for the first semester

Only a limited number of AIPs can be made available per year. The reservation of an AIP is guaranteed upon **signing of** this contract and the receipt by the Provider of a **down payment of EUR 2,000**. The remainder of the contribution for the first semester in the amount of **EUR 7,950** must be credited to the account of Fachhochschule Kufstein Tirol Bildungs GmbH by **August 31** at the latest.

It shall be deemed an express waiver of the reserved AIP if the deposit or remaining amount has not been credited to the Provider's account after the expiry of the deadlines mentioned above. In such a case, the Provider is no longer bound by the reservation and may allocate the AIP to a different student.

b. Contribution for the following semesters

After the first semester (i.e., 2nd – 4th semester in the Master's program or 2nd – 6th semester in the Bachelor's program), a fee of EUR 9,950 per semester is due. The fee is payable in advance and must be paid by August 31 (for the following winter semester) or January 31 (for the following summer semester).

If the fee for the AIP is not paid on time, the Student will be granted a grace period: in the winter semester until September 30 and in the summer semester until February 28.

If payment is made after August 31 or January 31, the fee increases by 10 % of the semester price. If the fee is not paid by the end of the grace period, the Provider is no longer bound by the contract and can terminate it immediately without observing any notice periods or deadlines.

Winter semester	Summer semester
Payment by August 31: Regular contribution From September 1 to September 30: Surcharge of 10% of the semester price. (→ Regular contribution + EUR 995)	Payment by January 31: Regular contribution From January 2 to February 28: Surcharge of 10% of the semester price. (→ Regular contribution + EUR 995)

The fee must be paid for each semester of a regular course of study that has commenced, including semesters in which only examinations remain to be taken. There are no refunds due to Students dropping out or graduating before the end of the semester. For semesters that are demonstrably completed abroad (study abroad), a suspension of the AIP contract can be applied for in accordance with Section 8 of this contract.

c. Bank details

The down payment (Section 5a) and all further contributions (Sections 5a & 5b) must be paid stating the invoice number in the "Purpose" field of the transaction (or, if the invoice is not yet available, with the following designation: "AIP, the Student's full name, and his/her degree program name") to the following account:

Bank details	
Account holder:	Fachhochschule Kufstein Tirol Bildungs GmbH
Bank:	Sparkasse Kufstein
IBAN:	AT79 2050 6077 0016 1735
BIC:	SPKUAT22XXX

6. Single accommodation in the International Student Residence and deposit

The Student will be provided with single accommodation in the International Student Residence (ISR). The exact contractual conditions can be found in the separate rental agreement concluded with the operator of the ISR. The Student is not entitled to a specific category of single accommodation. The Student is aware that a security deposit of EUR 500 must be paid, which will be collected upon arrival at the university's InfoPoint. The deposit is not included in the fee specified in Section 5a of this contract. The deposit will be refunded after the termination of the ISR rental agreement, provided that the studio apartment is returned in proper condition. The operator of the ISR will refund the deposit via bank transfer. The deposit serves to cover any potential damage to the rental accommodation. If the amount is insufficient to fully cover the costs incurred by the operator, the Student, by signing this contract, expressly agrees to personally bear all additional costs.

7. Bike rental and deposit

The Student will be provided with a rental bicycle for the duration of the AIP contract. The Student has no entitlement to a specific category of bicycle. The Student is aware that a security deposit of EUR 250 must be paid, which will be collected upon arrival at the university's InfoPoint. The deposit is not included in the fee specified in Section 5a of this contract. The deposit will be refunded after the expiration of the AIP contract and upon return of the bicycle in proper condition (via bank transfer). The deposit

serves to cover any potential damage to the bike. If the amount is insufficient to fully cover the costs incurred, the Student, by signing this contract, expressly agrees to personally bear all additional costs.

8. Suspension of the contract

Regulations for a leave of absence from a course of study are outlined in the Study Contract and the General Study and Examination Regulations of the University of Applied Sciences Kufstein Tirol. The latter are published on the Provider's website and apply, *mutatis mutandis*, to a suspension of this AIP contract, with the proviso that a suspension of the AIP contract is only possible for a maximum of two consecutive semesters. Acceptable reasons for a suspension are prolonged illness of the Student, compulsory military or civilian service, pregnancy, or parental leave. For semesters that are demonstrably spent abroad (by outgoing students assigned a place at a partner university), a suspension of the AIP contract can be requested to the extent that the semester abroad overlaps with the respective semester at the University of Applied Sciences Kufstein. However, the Student's obligations pursuant to Section 9 of their Study Contract remain unaffected by any suspension of the AIP contract.

Applications for a suspension of this AIP contract must be submitted to the Provider in writing and include a handwritten signature. They must be submitted either electronically or in person and by the deadlines listed below:

- For the suspension of the contract for the duration of a winter semester: August 31
- For the suspension of the contract for the duration of a summer semester: January 31

Payment of the AIP fee is waived for periods in which a leave of absence from the degree program has been approved in writing by the director of Studies of the respective degree program or the Rectorate before the start of the semester. The Student acknowledges that in the event of a suspension of the AIP contract, the optional year-long services of third-party providers (e.g., KufsteinCard, Invibe Gym Membership) cannot be suspended or paused. The Student further acknowledges that if a suspended AIP contract is resumed, no previously contracted optional services as defined above can be claimed in the following academic year. To be entitled to any benefits and services defined in Sections 2 and 3 of this contract, the Student must resume the AIP contract and pay any fees for the respective (following) academic year. The Provider is entitled to pass on to the Student any costs already incurred by third-party providers of optional services. The lump-sum claims of the University of Applied Sciences in the event of an untimely interruption or pause pursuant to Section 9a of this contract shall apply.

9. Termination of the supplementary agreement

The AIP supplementary agreement ends automatically upon successful completion of the Student's Bachelor's or Master's degree program.

a. Termination by the Student¹

The agreed duration of the contract is one academic year, whereby the contract is extended by one academic year at a time unless it is terminated in good time (See paragraph below). The AIP can be terminated in writing (including a handwritten signature) before the end of the contract period. The written notice of termination must be received by the Provider no later than August 31 for the winter semester or January 31 for the summer semester. With the proviso of the aforementioned notice periods and termination dates, termination for the following semester is possible at any time during the term of

¹ Some AIP services must be booked for an entire year and are issued in the name of the Student (e.g., KufsteinCard). The Provider reserves the right to pass on the costs of the entire year's services to the Student, even if they do not extend the AIP contract to a second semester. The Provider also reserves the right not to refund payments for any such services already made by the Student.

the contract. Notices of termination in breach of the abovementioned dates and notice periods shall be interpreted as proper notices of termination for the next permissible date. The Provider reserves the right to accept an untimely termination after the notice period has elapsed in return for a flat-rate reimbursement of costs. The flat-rate reimbursement of costs shall be as follows:

- 50 % of the semester fee pursuant to Section 5b if notice of termination is given after August 31 or January 31, but before the start of the respective semester.
- 100 % of the semester fee pursuant to Section 5b if the notice of termination is given after August 31 or January 31, and after the respective semester has begun.

b. Termination by the Provider

The Provider has the right to terminate the AIP contract prematurely and with immediate effect for good cause. Important causes warranting an immediate termination of the AIP by the Provider are, in particular,

- Exclusion of the Student from the degree program by the Provider pursuant to the Study Contract
- Termination of the Study Contract by the Student
- Failure of the Student to pay the fees pursuant to Sections 5a and 5b of this contract in a timely manner
- De facto termination of studies by the Student without prior notification of the Provider
- Insufficient academic achievement
- Violation by the Student of the house rules (of the University of Applied Sciences Kufstein Tirol and/or the International Student Residence, including library regulations, IT regulations, and/or the internal fire safety regulations)

In the event of warranted premature termination of the AIP agreement by the Provider, the same reimbursement of costs is due as outlined in Section 9a. Furthermore, the Provider reserves the right to charge the Student the costs of optional year-long services already contracted under the AIP, even if the remaining semester is not used.

10. Right of withdrawal

The signed Contract must be returned no later than three weeks after it has been sent. After signing the contract, the Student has the right to withdraw from this contract within 14 days.

11. Written communication requirement

All agreements between the Student and the Provider must be in writing. At the time of the conclusion of this contract, there are no ancillary verbal agreements to this contract. Amendments or additions to this contract must also be made in writing.

12. Change in scope of services

The AIP is planned for the long term and is subject to constant quality controls. Quality assurance requires continuous adjustments. For this reason, the Provider reserves the right to modify the scope of services offered. In such cases, the Provider agrees to inform the Student as soon as possible.

13. Place of jurisdiction

Austrian law is the applicable substantive law. The District Court of Kufstein is the place of jurisdiction for all disputes arising from this contract.

Kufstein, on «Vertragsdatum»

Prof. (FH) Dr. Thomas Madritsch
CEO Managing Director
FH Kufstein Tirol Bildungs GmbH

«Vorname» «Nachname»
Student