



# Directive

## Tuition Fee, Participation Fee and Students' Union (ÖH) Fee

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## I. Regulatory Content and Scope of Application

**Section 1.** (1) This directive lays down the rules for the collection of tuition fees from degree programme students (Section 2 (2) FHStG), the collection of participation fees from non-degree programme students (participants of continuing study programmes for further education and/or attendants of individual courses of further education programmes, Section 9 FHStG) as well as the Students' Union fee (cf. item V) by the St. Pölten University of Applied Sciences (hereinafter UAS).

**Section 2.** (1) This directive is binding for all full-time and part-time staff members of the St. Pölten UAS.  
(2) According to their training relationship under private law (educational contract, general terms and conditions, other agreements), the students of the St. Pölten UAS are obliged to comply with the provisions of this directive.  
(3) This directive as well as any changes to it are published on the UAS website and via the Campus Informations System (CIS).

## II. Degree Programme Students<sup>1</sup>

### 2.1. Concerned Persons and Amount

**Section 3.** (1) The providers of UAS study programmes are entitled to collect a tuition fee of max. **EUR 363.36** per semester according to Sect. 2 (2) FHStG<sup>2</sup>.

(2) This includes all degree programme students which are citizens of

1. Austria and other EU countries,
2. an EEA country (Norway, Iceland, Liechtenstein),
3. Switzerland or
4. members of a group of persons according to Section 1 Personengruppenverordnung 2014 – PersGV 2014 (group of persons provision), BGBl. II no. 340/2013.

**Section 4.** (1) From third country-students who are not covered by Section 3 (2) of this directive and who have a residence permit for students pursuant to Section 64 of the Austrian Settlement and Residence Act (NAG), BGBl. I no. 100/2005, only cost-covering contributions may be collected.

(2) According to this authorisation, a tuition fee of **EUR 1.500,00** per semester is collected from third-country students (pursuant to Section 1).

(3) The UAS has the right to change this amount at any time. Students currently studying in degree programmes are not affected by this change.

**Section 5.** (1) In regards to the collection of tuition fees from students who study at the St. Pölten UAS on a semester basis within the framework of bilateral collaborations or international exchange programmes (e.g. Erasmus), reference is made to the existing cooperations with the respective partner universities (contact: UAS Service Unit International Relations; [CIS](#))

**Section 6.** (1) The tuition fee is stipulated to first semester students at the beginning of the study programme immediately after the conclusion of the contract by the St. Pölten UAS in an electronic manner and is to be transferred to the indicated bank account within the stated time period.

(2) In the following semesters, the tuition fee is stipulated by the St. Pölten UAS before the beginning of the semester and is to be transferred to the indicated bank account within the stated time period.

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<sup>1</sup> Cf. Statute Part II for definition of degree programme students and non-degree programme students

<sup>2</sup> University of Applied Sciences Studies Act – FHStG, Federal Law Gazette (BGBl). no. 340/1993 as amended

**Section 7.** (1) If the student fails to pay the stipulated tuition fee within the specified time period, the UAS will sue for the debt after two reminders at the student's expense.

(2) This also results in an exclusion from the study programme (extraordinary cause for termination of the educational contract by the St. Pölten UAS). An exclusion during the semester does not affect the obligation to pay the tuition fee. In this case, tuition fees which were already paid are not refunded.

## **2.2. Remission and Reimbursement of the Tuition Fee**

### **2.2.1. Remission**

**Section 8.** (1) If degree programme students provide proof of a disability degree of at least 50% with the responsible study programme administration and file the respective request (annex 1), they are eligible for the remission of the tuition fee.

**Section 9.** (1) The stipulated tuition fee for the semester in which the study programme is completed successfully may be waived or reimbursed in case that all courses were completed successfully in the previous semester and the pending final exam (bachelor or master exam) is passed before either 31/03 in the summer semester or 31/10 in the winter semester.

**Section 10.** (1) If the contract is terminated by the student due to extraordinary reasons (contract termination due to an important reason, effective immediately), the stipulated tuition fee may be waived or reimbursed. The request for termination needs to be filed with the responsible study programme administration by 31/10 for the winter semester and by 31/03 for the summer semester. The decision rests with the Provider (Executive Directors).

(2) The following important reasons may be taken into consideration (cf. educational contract):

1. pregnancy,
2. prolonged (severe) illness which impedes the continuation of the study programme,
3. personal bankruptcy or insolvency of the personal company, and
4. other similar unpredictable economic or private reasons (unforeseen care-taking responsibility of relatives, etc.).

(3) The student needs to provide proof of these extraordinary reasons which lead to the contract termination.

**Section 11.** (1) In case of an approved interruption, the tuition fee may be remitted for the duration of the interruption if the request for interruption is filed before the beginning of the semester.

(2) If, in justified exceptional cases (cf. Statute Part II), an interruption during the course of study is approved, the obligation to pay tuition fees is not affected.

### **2.2.2. Reimbursement**

**Section 12.** (1) If the tuition fee has already been paid, a request for the reimbursement of the fee is possible in the following cases:

1. a withdrawal within the 14-day free-of-charge withdrawal period,
2. the existence of the preconditions for the remission of the tuition fee according to Sections 8 to 11 of this directive,
3. the death of the student before or during the ongoing semester.

**Section 13.** (1) Requests for the remission/reimbursement of tuition fees are to be filed with the responsible study programme administration by using the form in **annex I** and have to include the necessary proofs.

(2) In other cases of contract termination (regular termination by the student or exclusion from the study programme by the St. Pölten UAS), the reimbursement of tuition fees which have already been paid and the remission of stipulated tuition fees are not possible.

### **2.3. Multiple Study Programmes**

**Section 14.** (1) The completion of two study programmes at the same time is not possible due to the mandatory attendance regulations<sup>3</sup>.

(2) The only exception are students who, when starting their master degree programme, have not yet completed their bachelor degree programme. If the bachelor degree is not completed by 31/10, an application for admission as a non-degree programme student of the master degree programme can be submitted to the respective Academic Director. In the case of admission, additional fees for non-degree programme studies have to be paid (cf. item IV).

**Section 15.** For the reimbursement of the tuition fee in case of non-degree programme students in multiple study programmes, see the directive of the Federal Ministry of Education, Science and Research.

## **III. Non-Degree Programme Students in Continuing Education Programmes**

### **3.1. Concerned Persons and Amount**

**Section 16.** (1) Non-degree programme students are students who are admitted to non-degree programmes (cf. Section 4 (2) FHStG).

(2) Non-degree programmes are continuing education programmes (as well as the participation in all further education programmes at the St. Pölten UAS) and the attendance of individual courses which are treated separately in item IV.

(3) Participants of continuing education programmes have to pay a participation fee regardless of their nationality. The amount has to be determined by taking into account the actual costs of the continuing study programme (cf. Section 9 (4) FHStG).

(4) The specific amount of the participation fee can be found on the website of the St. Pölten UAS under the respective continuing education programme.

### **3.2. Payment**

**Section 17.** (1) For participating in continuing education programmes, a participation fee has to be paid (cf. general terms and conditions for continuing education programmes as amended.)

(2) The amount is stipulated by the St. Pölten UAS (in case of continuing education programmes or multi-semester courses every semester) and is to be paid in full and verifiably before the beginning of the further education programme or before the beginning of the semester.

(3) Within 14 days of the conclusion of the contract, participants may withdraw from the contract free of charge. After this time period has passed, a cost-free withdrawal is not possible anymore. In case of a contract termination after the withdrawal period (regular termination by the participant), the entire stipulated amount is to be paid.

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<sup>3</sup> cf. Erläuterung 217 BgNR 22. GP.

(4) In case of discontinuation of a continuing education programme covering several semesters (regular termination by the participant), 25% of the remaining amount will be charged.

(5) If a multi-semester continuing education programme is not completed within the allocated time (regular study period according to the UAS website), a tuition fee of EUR 363.36 plus Students' Union (ÖH) fee (cf. V.) is charged for each remaining semester after the completion of one "tolerance semester".

(6) In case of default in payment, the corresponding provisions of Section 7 of this directive apply.

### **3.3. Remission and Reimbursement of the Participation Fee**

#### **3.3.1. Remission**

**Section 18.** (1) In the framework of an extraordinary termination of the contract (termination due to important reasons, effective immediately), the stipulated participation fee (or the stipulated remaining amount in case of discontinuation) may be remitted or reimbursed. The decision rests with the Provider (Executive Directors).

(2) The following important reasons may be taken into consideration:

1. pregnancy,
2. prolonged (severe) illness which impedes the continuation of the study programme,
3. personal bankruptcy or insolvency of the personal company, and
4. other similar unpredictable economic or private reasons (unforeseen care-taking responsibility of relatives, etc.).

(3) The student needs to provide proof of these extraordinary reasons which lead to the contract termination.

**Section 19.** (1) In case of an approved interruption, the participation fee may be remitted for the duration of the interruption if the request for interruption is made at the beginning of the semester.

(2) If, in justified exceptional cases (cf. Statute Part II) an interruption during the course of study is approved, the obligation to pay tuition fees is not affected.

#### **3.3.2. Reimbursement**

**Section 20.** (1) Upon request, a reimbursement of the participation fee is possible in the following cases:

1. a withdrawal within the 14-day free-of-charge withdrawal period if the participation fee has already been paid
2. prolonged (severe) illness which impedes the continuation (or interruption) of the study programme (cf. Section 12 (2) line 2)
3. the death of the student before or during the ongoing semester.

**Section 21.** (1) Requests for the remission/reimbursement of participation fees are to be filed with the responsible study programme administration by using the form in **annex I** and have to include the necessary proofs.

(2) In case of exclusion from the continuing education programme by the St. Pölten UAS (cf. general terms and conditions for continuing education programmes), a remission or reimbursement of the already paid participation fees is not possible.

#### **IV. Other Non-Degree Programme Students**

##### **4.1. Concerned Persons and Amount**

**Section 22.** (1) Other non-degree programme students are students who, regardless of their nationality, are exclusively authorised to attend individual courses. These include

1. nostrification applicants who have to pass additional exams,
2. guest students of individual lectures,
3. applicants who do not fulfil the necessary entry requirements.

(2) Other non-degree students have to

1. pay a tuition fee of EUR 35.00 per course and semester period per week (SWS) in bachelor degree programmes,
2. pay a tuition fee of EUR 45.00 per course and semester period per week (SWS) in master degree programmes,

The maximum fee per semester is EUR 363.36.

##### **4.2. Payment**

**Section 23.** (1) The amount is stipulated by the St. Pölten UAS after admission and is to be verifiably transferred to the stated bank account in full.

(2) Other non-degree students can withdraw from the contract within 14 days of the conclusion free of charge. After expiration of this period, a withdrawal free of charge is no longer possible. In case of discontinuation after expiration of this period (regular termination by the student), the entire stipulated amount is to be paid.

(3) In case of default in payment, the corresponding provisions of Section 7 of this directive apply.

##### **4.3. Remission and Reimbursement**

**Section 24.** (1) With regard to remission and reimbursement of the stipulated participation fee or the stipulated remaining amount, the provisions of Sections 10, 12 and 13 of this directive apply mutatis mutandis.

(2) Due to the fact that an interruption can only be authorised for one semester, an interruption in case of admission for one semester is not expedient and therefore not possible.

#### **V. Students' Union (ÖH) Fee and Insurance Contribution**

##### **5.1. Concerned Persons and Amount**

**Section 25.** (1) Degree programme students (bachelor and master degree study programmes) and non-degree programme students (continuing education programmes, attendance of individual courses) are regular members of the Austrian Students' Union (Österreichische HochschülerInnenschaft) and are, as such, obligated to pay the fee according to Section 38 HSG<sup>4</sup> („ÖH-Beitrag“) in due time. The fee is announced by the chairperson of

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<sup>4</sup> Federal Act on the Representation of Students (Hochschülerinnen- und Hochschülerschaftsgesetz 2014 – HSG 2014), BGBl. I no 45/2014 idF BGBl. I 31/2018

the federal representatives of the students' union for the respective academic year and is comprised of the students' union contribution and a special insurance contribution (liability and accident insurance).

(2) The St. Pölten UAS is obliged to transfer this contribution to the student union.

## **5.2. Payment**

**Section 26.** The students' union fee –along with the tuition fees or participation fees – is stipulated on a semester basis and must be paid into the account stated by the deadline specified in the regulations.

## **5.3. Remission and Reimbursement of the Students' Union (ÖH) Fee**

**Section 27.** (1) A remission or reimbursement of the students' union fee by the St. Pölten UAS is not possible. The request needs to be filed directly with the students' union (ÖH).

(2) In case of an approved interruption of a regular degree programme or multi-semester continuing education course, no students' union fee is due if the interruption was requested before the beginning of the semester.

(3) As ordinary members of the student union, students have active and passive suffrage for the organs of the representation institutions of the students' union. The prerequisite is the payment of the students' union fee. If students wish to exercise their right to vote for the students' union elections during an approved interruption, a proof of students' union contribution payment is to be provided before the relevant date for voter eligibility.

## **VI. Responsible Service Unit of the St. Pölten UAS**

**Section 28.** The responsible service unit for questions regarding tuition and participation fees is the respective study programme or continuing education administration as well as the UAS service unit finance and controlling.

## **VII. Annex**

Annex I: Request for Remission/Reimbursement of Tuition Fees and Participation Fees