

# General terms and conditions of business (GTC) for contracts between the Career & Corporate Services of the University of St.Gallen and students of the University of St.Gallen (Version 1.0 of 29 January 2024)

## I. General provisions

### 1 Object and scope

- 1.1 These GTC shall apply to contracts between the Career & Corporate Services of the University of St.Gallen (hereinafter: CSC) and students of the University of St.Gallen (hereinafter: contractual partners).
- 1.2 These GTC shall apply to all services described on the following websites of the CSC (hereinafter: platform), which can be used and booked via the platform or otherwise, esp. via e-mail:
  - a. <https://hsgcareer.ch>
  - b. <https://my.hsgcareer.ch>
  - c. <https://hsgtalents.hsgcareer.ch>
  - d. <https://hsgcareerdays.hsgcareer.ch>
  - e. <https://hsgbankingdays.hsgcareer.ch>

### 2 Services

- 2.1 The services of the CSC shall cover all the services described which can be used and booked on the platform of the CSC.
- 2.2 The current services and their conditions are in each case to be found on the platform of the CSC.

### 3 Contractual beginning | right of objection | contractual termination

- 3.1 The services listed on the platform of the CSC, which are provided by the CSC, shall not constitute an offer but are rather only a call to submit an offer. By completing the booking process, the contractual partner makes an offer for the conclusion of a contract on the service of the CSC. The CSC shall be at liberty to accept this offer or to reject it without statement of grounds.
- 3.2 The acceptance or rejection of the offer within the meaning of Sections 6 and 8 of these GTC by the CSC shall take place in writing.
- 3.3 Upon acceptance of the offer by the CSC, the contract shall be concluded with the GTC applicable at the time of conclusion of the contract and the terms and conditions of use applicable at the time of conclusion of the contract and the consent to data processing applicable at the time of conclusion of the contract.
- 3.4 The contractual partner shall be obliged to check the written confirmation from the CSC immediately for correctness and completeness. Deviations must be raised by the contractual partner in the form of a written objection to the CSC. If there is no objection, the contract shall be concluded in accordance with the written confirmation from the CSC.
- 3.5 The CSC shall reserve the right to rescind contracts without compensation and without a period of notice. This shall in particular apply to cases of unforeseen internal requirements, a lack of reasonableness, strikes, force majeure and the risk of public disorder, threats to security or damage to the reputation of the University of St.Gallen.

- 3.6 Moreover, the CSC shall be entitled to rescind the contract at any time without compensation and without notice if the contractual partner infringes the rights of third parties, applicable law, the terms and conditions of use, the data protection guideline or these GTC of the CSC.
- 3.7 The contractual partner shall be entitled to rescind the contract at any time without notice if the continuation of the contract becomes unreasonable for them.
- 3.8 When registering for events and workshops organized by companies within the meaning of Section 7, the contract shall be concluded upon acceptance of the application by the company.

## 4 Amendments

- 4.1 The CSC shall be entitled to amend these GTC at any time.
- 4.2 The currently up-to-date and valid GTC shall apply.
- 4.3 The CSC shall in addition reserve the right to amend or expand the content and structure of its websites and the services offered there at any time.

## 5 Written form

- 5.1 Written form shall be understood to refer to communication via letter or e-mail, as well as communication via the platform.

# II. Special provisions

## 6 Individual counselling by the CSC

- 6.1 The CSC's individual counselling takes the form of career guidance and other individual counselling.
- 6.2 Unless otherwise agreed, the following deadlines apply to career guidance for the contractual partner:
  - a. enrolment up to 3 working days (72 hours) before the counselling appointment;
  - b. submission of documents up to 2 working days (48 hours) before the counselling appointment;
  - c. cancellation up to 2 working days (48 hours) before the counselling appointment.
- 6.3 Unless otherwise agreed, the following deadlines apply to all other individual counselling for the contractual partner:
  - a. enrolment up to 2 working days (48 hours) before the counselling appointment;
  - b. submission of documents up to 1 working day (24 hours) before the counselling appointment;
  - c. cancellation up to 2 working days (48 hours) before the counselling appointment.
- 6.4 Only working days are relevant for calculating deadlines. Public holidays and weekends are not taken into account.
- 6.5 If the requested documents are not received on time, the CSC is entitled to cancel the individual counselling sessions.

## 7 Company events and workshops

- 7.1 The contractual partner can apply for events and workshops organized by companies that are held either at the company, on the campus of the University of St.Gallen or at a third-party provider location.

- 7.2 For events and workshops organized by companies that are carried out at a third-party provider location, its terms and conditions of participation apply under certain circumstances. The CSC shall inform the contractual partner in good time of corresponding details, but at the latest upon conclusion of the contract.
- 7.3 For events and workshops, additional terms and conditions of the companies may apply in addition to the provisions of these GTC. The companies are responsible for communicating the additional conditions accordingly.
- 7.4 The contractual partner recognises that the respective companies are responsible for the content of the events and workshops.
- 7.5 The contractual partner recognizes that the respective companies carry out the selection process and that the CSC has no influence on this.
- 7.6 Unless otherwise agreed, the following deadlines apply to company events and workshops for the contractual partner:
- a. enrolment up to 7 days before the start of the event;
  - b. cancellation up to 2 working days (48 hours) before the start of the event.
- 7.7 Only working days are relevant for calculating deadlines in accordance with Section 7.6 (b). Public holidays and weekends are not taken into account.
- 7.8 The contractual partner shall be solely responsible for adequate insurance coverage.

## 8 CSC events and workshops

- 8.1 The contractual partner can take part in events and workshops of the CSC that either take place on the campus of the University of St.Gallen or are carried out at a third-party provider location.
- 8.2 Unless otherwise agreed, the following deadlines apply to CSC events and workshops for the contractual partner:
- a. enrolment up to 1 working day (24 hours) before the start of the event;
  - b. cancellation up to 2 working days (48 hours) before the start of the event.
- 8.3 Only working days are relevant for calculating deadlines. Public holidays and weekends are not taken into account.
- 8.4 For events and workshops that the CSC carries out at a third-party provider location, its terms and conditions of participation apply under certain circumstances. The CSC shall inform the contractual partner in good time of corresponding details, but at the latest upon conclusion of the contract.
- 8.5 The contractual partner shall be solely responsible for adequate insurance coverage.

## 9 No-show rule

- 9.1 The contractual partner is obliged to attend booked appointments or to cancel within the period stated on the platform, stated in these GTC or agreed individually.
- 9.2 If a contractual partner cannot attend an agreed appointment for excusable reasons (e.g. accident or illness), they can provide proof of this in the form of appropriate evidence. Official proof, e.g. in the form of a medical certificate, must be sent to the CSC no later than 2 working days (48 hours) after the event or counselling session or immediately after recovery (48 hours) by e-mail: [csc@unisg.ch](mailto:csc@unisg.ch).
- 9.3 Unexcused non-appearance, late cancellation, unexcused lateness, early departure from the booked service without prior notification of the person responsible at the CSC, the company and/or the third-party provider shall be deemed a no-show.

- 9.4 Every no-show shall be noted by the CSC and shall result in a written warning to the contractual partner. After two (2) no-shows within nine (9) months, the contractual partner shall be excluded from the services of the CSC for nine (9) months. The contractual partner shall be notified of the exclusion in writing. The CSC shall make a decision as to pre-existing bookings at the time of exclusion on a case-by-case basis.

### III. Final provisions

#### 10 Copyrights or other rights to the intellectual property of third parties

- 10.1 Reproduction in full or in excerpts or the making accessible of copyright-protected contents in particular to third parties shall not be permitted.

#### 11 Confidentiality

- 11.1 The contractual parties shall undertake to keep facts and data secret that become known to them in connection with the services in the meaning of these GTC and that are neither obvious nor generally accessible. This obligation must also be imposed on third parties. In the event of doubt, facts and data must be treated confidentially. The confidentiality obligations shall already exist before conclusion of the contract and also still apply after termination of the contractual relationship.
- 11.2 The contractual partner acknowledges that the CSC as part of the University of St.Gallen may be required to disclose confidential information to the extent that it is required to do so by law or on another sufficient legal basis. This is the case in particular with regard to reporting to bodies and sponsors of the University of St.Gallen (e.g. University Council, Canton of St.Gallen, government) and on the basis of the Public Relations Act of the Canton of St.Gallen.

#### 12 Liability

- 12.1 The CSC excludes liability for losses arising from or in connection with the use of the CSC's services to the extent permitted by law.
- 12.2 The CSC assumes no guarantee or liability for the quality, security or legality of content made available by companies on the platform.
- 12.3 The CSC assumes no liability for events and workshops organized by companies.

#### 13 Exclusion of guarantee

- 13.1 The CSC shall not assume any guarantee regarding whether the contractual partner achieves the goal it set in connection with conclusion of the contract. In particular, the CSC shall not assume any guarantee for an employment relationship coming about between a contractual partner and a company.
- 13.2 The CSC shall not assume any guarantee for companies inviting the contractual partner to their events and workshops or for the content and realization of the events and workshops.

## 14 Force majeure

- 14.1 The contractual partners shall not be responsible for the consequences of force majeure. Force majeure shall be regarded as the occurrence of an event that permanently or temporarily prevents a contractual partner from meeting one or more of its obligations from the contract, provided the contractual party proves
- a. that such an event is beyond its reasonable control; and
  - b. that at the time of conclusion of the contract it was not reasonably foreseeable; and
  - c. that the effects of the obstacle could not have reasonably been avoided or overcome by the contractual party affected.
- 14.2 If a contractual party is (probably) prevented by force majeure from contractual performance, it shall notify the other contractual party of the corresponding circumstances and the effects to be expected for the contractual performance. Notification must occur as quickly as possible.
- 14.3 If one contractual party invokes force majeure, the other contractual party may refuse or delay the consideration owed by them to the same extent; this shall not give rise to any obligation to pay damages.

## 15 Contact

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[csc@unsig.ch](mailto:csc@unsig.ch)

## 16 Objections

- 16.1 The following order of precedence shall apply in the case of objections:
- a. contract, i.e. the booking confirmation regarding a specific service;
  - b. GTC agreed as part of the contract pursuant to a) above;
  - c. terms and conditions of use for websites of the CSC.

## 17 Severability

- 17.1 Should one or more provisions of these GTC be invalid, void or unenforceable, this shall not affect the existence of the remaining provisions. The contractual parties shall replace such provisions with other provisions that are valid and enforceable and come closest to the intention of the contractual parties.
- 17.2 In the event of any conflict or inconsistency between the German version and other linguistic versions of these terms and conditions of use, the German original version shall prevail.

## 18 Applicable law and place of jurisdiction

- 18.1 Swiss law shall apply exclusively to contracts concluded with the CSC to the exclusion of conflict of laws provisions.
- 18.2 The exclusive place of jurisdiction shall be St.Gallen, Switzerland.