

Event Booking and Participation General Terms and Conditions (GTC) of BIAS – Bremer Institut für angewandte Strahltechnik GmbH, Germany

General/Applicability

The following General Terms and Conditions shall regulate the contractual relationship between the ordering party and participant (hereafter "Participant") in seminars, workshops, courses and conferences (hereafter "events") and the BIAS – Bremer Institut für angewandte Strahltechnik GmbH (hereafter "BIAS"). These General Terms and Conditions shall apply exclusively. General terms and conditions of the Participant contrary to or deviating from these General Terms and Conditions shall not be recognized by us without our prior written approval. Consumers in the sense of these General Terms and Conditions shall be natural persons with whom a business relationship is established and to whom no commercial or independent professional activities can be assigned. Entrepreneurs in the sense of these General Terms and Conditions shall be natural or legal persons or legal partnerships with whom a business relationship is established and who perform commercial or independent professional activities. Participants in the sense of these General Terms and Conditions shall include both consumers and entrepreneurs. These General Terms and Conditions shall apply to any current and future business relationships.

Registration/Registration Confirmation

Registration will be made via online booking tool offered by BTZ – Bremer Touristik-Zentrale. Upon our written confirmation, registrations shall become legally binding. Since the number of participants for our Events is limited, registrations shall be considered in the order they are received.

Applicable Law, Place of Jurisdiction and Fulfillment

German law shall apply. The place of jurisdiction for any disputes arising from this agreement shall be Bremen, Germany.

Due Date and Payment, Default, Offsetting

The participation fee amount can be found on the respective event announcement. This shall refer to the person and the event date including legal VAT. The participation fee shall become due upon receipt of the invoice. BIAS assumes no liability for any loss. Should the Participant default on payments, BIAS may assert default damage claims. During default, the consumer must pay interest of 5% above the base rate for the outstanding amount. BIAS shall reserve the right to demonstrate and assert greater damages towards the entrepreneur. The Participant may only offset claims that have been legally established or recognized by BIAS in writing. The Participant may only exercise rights of retention of his counterclaims are based on the same contractual relationship.

BTZ is entitled to create invoices in the name of BIAS and to accept payments.

Cancellations

Should the organization of an event not be possible due to force majeure or an important reason (e.g., illness of the speaker or too few participants), the participants shall be notified as soon as possible and the event fee shall be refunded. Further claims, especially for refunding travel, accommodation or work loss costs, shall be excluded, unless such costs are incurred due to grossly negligent conduct by BIAS.

The participant may cancel the event up to June 15th, 2018 with a processing fee of 100 Euro for each cancellation. After this period or if the Participant fails to attend, BIAS shall charge the full event participation fee. Cancellation must be issued in writing. BIAS shall accept substitute participants at no additional cost – even after June 15th, 2018.

Cancellation, withdrawal, rebooking or substitute participant declarations must be issued in writing.

Service

The participation fee shall allow participation in the conference and related programme. Should conference documents or food be provided, they shall also be included in the fee. BIAS shall reserve the right to replace announced speakers and to make necessary changes to the event program while maintaining the overall character of the event.

Additional touristic programme is offered by BTZ – Bremer Touristik-Zentrale and not included in the conference fee. Each additional booking is shown with its prices.

Copyrights, Conference Documents, Image and Sound Recordings

Conference documents are protected by copyright. Any reproduction, transfer or other use of conference documents requires the express permission of BIAS. Any access codes provided for downloads may only be used by the circle of participants and may not be transferred without express permission. Any provided list of participants may only be used personally by the event participants. Any further use shall be excluded. Should a participant not wish to be included in the list of participants, he should notify BIAS in advance. Images and sounds of the event may be partially or wholly recorded. Through his participation, the Participant shall agree to allow image and sound material to be used for documentary purposes as part of the press and PR work of BIAS. Should the Participant object, he shall notify the organizer and the photographers present, at the latest, by the beginning of the event. Own image and sound recordings by participants require the prior express permission of the organizer.

Liability

In case of slightly negligent breaches of duty, our liability shall be limited to foreseeable direct average damages according to the type of the event and typical for the respective contract. The same shall apply to slightly negligent breaches of duty of our legal representatives or vicarious agents. However, we shall not be liable towards entrepreneurs for slightly negligent breaches of unessential contract duties. The same shall especially apply to the up-to-date status, accuracy and completeness of conference documents and to the organization of events. Liability for culpable injuries to life, the body or one's health shall remain unaffected. Unless regulated otherwise above, liability shall be excluded.

Consumer Revocation Rights

The consumer may revoke any declaration of intent submitted for the conclusion of the contract within 2 weeks of the conclusion of the contract. Revocations do not have to include reasons and must be issued to the contractor in text form. Cancellation fees shall not be charged. The deadline shall be met if the revocation is sent on time to the following address: BIAS – Bremer Institut für angewandte Strahltechnik GmbH, Klagenfurter Str. 2, 28359 Bremen, Germany. However, these revocation rights shall not apply to booked events that already occurred and in which the Participant participated. Should the consumer participate in the event during the revocation period, his revocation rights shall expire.

Final Provisions

These participation terms shall remain legally binding as a whole even if individual regulations prove to be invalid. An invalid regulation shall be replaced by a regulation that most closely approximates the economic purpose of the invalid regulation. Agreements deviating from this contract shall only be effective if they are concluded in writing.

Bremen, August, 17-2017

BIAS – Bremer Institut für angewandte Strahltechnik GmbH

Klagenfurter Str. 5

28359 Bremen

Germany