

General Terms and Conditions of Business for Attendees of Seminars and Congresses

1. Organiser/event location

The organiser of the seminars and congresses (hereinafter: the organiser) is ProPress Verlagsgesellschaft GmbH, Friedrich-Ebert-Allee 57, 53113 Bonn, Bonn County Court, HRB 3815.

The Organiser, event location and event time can be seen from the registration form.

2. Subject matter of the contract

The subject matter of the contract can be seen from these Terms and Conditions of Participation (T&Cs), the order form and the fees mentioned there as well as from any provided service descriptions.

3. Registration and origination of the contract

3.1. Registration of Exhibitors is done by sending the registration form, which has been completely filled in, four weeks before the beginning of the event by letter, fax, e-mail or via the internet.

3.2. The contract shall originate following confirmation by the organiser (order confirmation), albeit no later than dispatch of the invoice.

4. Organiser's services

4.1 Organiser's services contain not only the talks by the speakers (hereinafter: Speakers), but also the conference documents and catering for the attendees. Overnight accommodation in the conference hotel in question is not contained in the attendance fees and thus in Organiser's services unless an express reference has been contained in the description of the services.

4.2 Professional photography, drawing and filming (hereinafter: images) within the event location are reserved for Organiser. The attendee assigns the right of use and exploitation to the images to Organiser and the press media in question. The images are used solely for press reports and for documentation of the event.

4.3 Organiser exercises the house rights in the event location. It can issue house rules.

5. Changes to choice of speaker / event / programme

Organiser reserves the right to replace announced speakers by others and to make changes to the event programme, the time of the event and the event location which become necessary, safeguarding the overall character of the event. If holding the event is not possible due to force majeure, vandalism, threat of terror, absence of a speaker, disturbances at the event location or due to an insufficient number of attendees, the latter shall be informed without delay. Cancellation due to insufficient attendees shall be no later than 14 days before the event. The minimum number of attendees shall be five. The event fees shall be reimbursed in such cases. A claim to reimbursement of travel and overnight accommodation expenses as well as loss of income has been ruled out unless such costs are incurred as a result of grossly negligent or deliberate conduct on the part of Organiser. Organiser undertakes to do everything reasonable in order to contribute to a remedy or limitation of the disturbance should one occur in the services.

6. Subscription, specialist periodical "Behörden Spiegel"

The attendance fee contains purchase of the "Behörden Spiegel" specialist periodical as an extended conference document. It continuously informs the attendees about the further development of the contents of the conference. Dispatch of these extended conference documents ends after one year (no extension at a charge). An objection to this is possible informally at any time.

7. Attendance fee and cancellation of reservations by the attendees

7.1. The attendance fee is to be understood per person and event exclusive of statutory turnover tax (VAT), with the exception of event offers expressly exempted herefrom. The attendees are obliged to pay the agreed attendance fee. This applies even if they do not attend the event - regardless of whether the omission was caused with or without their culpability. The attendance fee shall be paid completely to Organiser no later than 14 days after receipt of the invoice to the extent that nothing to the contrary has been agreed in writing. If the attendees fail to comply with their payment duty, they shall be in arrears of payment pursuant to § 286 German Civil Code. From maturity, default interest pursuant to § 288 subsection 1 German Civil Code shall be charged.

In the event of cancellation up to two weeks before the start of the event, half the attendance fee plus VAT, thereafter the complete attendance fee plus VAT shall be due unless a replacement attendee from the same institution is provided. No fees shall be charged for this rebooking. The replacement attendee must be notified to Organiser with a statement of the following data (surname, first name company/authority/office, if applicable new invoice address) no later than the start of the event.

7.2. If Organiser has granted the attendees a rebate, this rebate only applies to the performance of the event. If the attendees cancel attendance, the cancellation fees shall be calculated according to the complete fees for the event.

8. Liability

8.1. Organiser shall be liable without limitation for damages caused by it by malice aforethought or gross negligence. Likewise, it shall be liable without limitation for damage from a culpable injury to life, limb or health.

8.2. If the preconditions stated under 8.1. have not been fulfilled, Organiser shall only be liable – regardless of the legal reason – if a cardinal contractual duty has been culpably breached. In such cases, liability has been limited to the damage typical for the contract. Cardinal contractual duties are those, fulfilment of which precisely makes proper performance of the contract possible and in compliance with which the contracting party may regularly trust. Thus, it is a question of duties, a breach of which would jeopardise achievement of the purpose of the contract.

8.3. The above limitations of liability shall not apply to all and any claims on account of a lack of a guaranteed property or a property assured by Organiser for the services to be rendered. To the extent that liability has been ruled out or limited, this shall also apply to the personal liability of Organiser's statutory representatives, managerial employees and other vicarious agents.

8.4. No kind of liability is assumed by Organiser for personal objects / articles of clothing brought in. Personal property shall be a matter for the attendees' own personal duty to care.

8.5. Organiser shall not be liable for limitations of a spatial or temporal nature or in cases of a total cancellation due to force majeure, vandalism, terror threats / terror and by unforeseen technical and human catastrophes.

8.6. Exclusion of liability shall also apply in all cases of limitations of the subject matter of the contract caused by police or official instructions.

9. Data protection

Organiser collects, processes and uses the attendees' data for handling of the contractual relationship in accordance with the data protection law directives valid at the time.

10. Event documents

10.1. Talks and event documents enjoy protection under the Copyright Act. The attendees are exclusively granted a simple, non-transferable right of use for personal purposes. In particular, the attendees and third parties are not allowed to amend the contents or texts of the conference documents – even in extracts – or to use amended versions, to copy them for third parties, to make them publicly accessible or forward them, to place them on the internet or other networks for free or for a charge, to imitate them, to resell them or to use them for commercial purposes. All and any copyright statements, identifications or trademarks may not be removed.

10.2. The contents of talks and event documents are prepared and performed by qualified speakers. Organiser assumes no liability for topicality, correctness and completeness of the contents of the talks and the event documents.

10.3. Organiser shall not be liable for contained information, its applicability or for all and any advice given by the speakers.

11. General provisions

11.1. Organiser shall be entitled to render the agreed services or parts thereof by third parties as subcontractors.

11.2. Place of jurisdiction for property law disputes from the present agreement shall be Organiser's registered office if the attendee is an authority or merchant and the contract is part of the operation of its trade or if the attendee does not have any general place of jurisdiction in Germany and if no exclusive place of jurisdiction exists. However, Organiser shall be entitled to sue the attendee at any other statutory place of jurisdiction. For non-merchants, the statutory places of jurisdiction shall apply.

11.3. The parties' contractual relationships shall be governed by the law of the Federal Republic of Germany.

11.4. The place of performance in conclusion of a contract amongst merchants or with authorities shall be Organiser's registered office.

11.5. The attendees may only assign claims from the present agreement with prior written consent from Organiser.

11.6. Oral agreements do not exist. Changes to the contract shall require written form.

11.7. If a provision of the present agreement, these T&Cs, the description of service or the price list is partly or totally ineffective, the effectivity of the further provisions shall remain unaffected.

12. Right of revocation for consumers

Instructions as to revocation:

The attendees (i.e. persons paying privately, not company or authority representatives) have the right to revoke the present agreement within 14 days without stating reasons. The period of revocation is 14 days from the day of conclusion of the contract. To exercise the right of revocation, the attendees must inform ProPress Verlagsgesellschaft mbH, Friedrich-Ebert-Allee 57, 53113 Bonn, E-Mail: verlag@behoerderspiegel.de, fax: 0228-9709775 about their decision to revoke the present agreement by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail). For this purpose, the attendees can use the enclosed sample revocation form (the form is available for download [here](#)) although this is not absolutely necessary.

To comply with the revocation period, it suffices if the attendee sends the notification of the exercising of the right of revocation before expiry of the revocation period.

Consequences of the revocation

If the attendees revoke the present agreement, Organiser must reimburse all payments which it has received from the attendees, including the costs of supply (with the exception of the costs resulting from the fact that the attendees have selected a form of supply different from the most favourable standard supply offered by Organiser) without delay and within 14 days of the day on which the notification of the revocation of the present agreement has been received by Organiser. For this repayment, Organiser uses the same means of payment which the attendees used in the original transaction, unless something to the contrary has been expressly agreed with the attendees; under no circumstances shall fees be charged to the attendees on account of this repayment.

If the attendees have demanded that the service is to start during the revocation period, the attendees shall pay Organiser a suitable amount equivalent to the share of the services already rendered by the time at which the attendees notified Organiser of the exercising of the right of revocation with a view to the present agreement in comparison with the overall scope of the service provided for in the agreement.

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