



## **GENERAL TERMS AND CONDITIONS FOR PARTICIPANTS AT THE SEMINAR “FEUERFESTBAU” ON 23<sup>RD</sup> TO 25<sup>TH</sup> MAY 2023**

as of 8<sup>th</sup> February 2023

Participation at the seminar “Feuerfestbau” on 23<sup>rd</sup> to 25<sup>th</sup> May 2023 (“the seminar”) offered by ECREF gGmbH (“the organizer”) is open to registered participants. The registration is binding after the online registration has been completed. After registering, you will be invoiced. The invoice acts as confirmation of the registration.

### **Cancellation of the registration by the participant**

For cancellations made by participants by e-mail to the organiser before and on 8<sup>th</sup> May 2023, the participation fee will be refunded in full. No refund is possible for cancellations received on and after 9<sup>th</sup> May 2023. It is however possible to transfer the registration to another person (substitute participant) free of charge, by e-mail to the organiser ([events@ecref.eu](mailto:events@ecref.eu)) at any time before the first day of the seminar.

For the possibility the seminar will be postponed, curtailed, closed temporarily or completely or cancelled, see the chapter “Reservations”.

### **Force Majeure**

Force Majeure means an event or occurrence which is beyond the reasonable control of any one party without the party’s fault or negligence, including, but not limited to, the following events: Acts of God, official directives (e.g. entry or travel restrictions), industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

The party claiming to be affected by Force Majeure shall notify the other party without delay on the intervention and on the cessation of such circumstance. In any case of Force Majeure, the parties undertake to adjust their obligations to the changed circumstances in good faith. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure. In any case of Force Majeure, the parties undertake to adjust their obligations to the changed circumstances in good faith.

The organizer and the participant agree that the provisions on Force Majeure shall apply mutatis mutandis to any effects of the current Covid-19 pandemic on the performance of this contract; however even such an effect is given in the sole opinion of the organizer only.

### **Terms of payment**

The participant is obliged to pay the total amount of the fee immediately after being invoiced. Please state the name of the participant and the invoice no. on the bank transfer.

You will not be able to register at the reception desk during the seminar.



### **No warranty or insurance**

The organizer shall only be responsible for entrance control during the opening hours of the seminar. The organizer shall neither be held liable for theft of or damage to the participants's own or rented goods.

### **Liability**

The participant shall be liable for any and all damages that he, his agents or his helpers cause to himself or to others during the seminar, this includes damage to buildings and facilities.

The organizer shall be liable to the participant solely for damages that arise from gross negligence or intent on the part of its agencies or employees. One particular exclusion from liability is that of damage resulting from fire, water, explosions, storms or other acts of God, or from violent assault, theft, breaking and entering, failure of supply systems (such as electricity, gas, water) and similar causes, provided they are not attributable to the gross negligence or intent of the organizer, its agencies or employees. This also applies to damage caused by the public (in particular by other participants). Secondary damages or consequential damages resulting from breaches of contract on the part of the organizer are moreover only eligible for damages insofar as such damages are typically to be expected.

### **Reservations**

The organizer reserves the right to postpone, curtail, close temporarily or completely, or to cancel the seminar at his convenience due to unforeseen circumstances. Should the organizer not be able to hold the seminar as a result of unforeseen circumstances, the participants shall be informed immediately. Should the organizer cancel or curtail the seminar, participants are entitled for full refund of payments made for the participation fee, while any further claims are excluded.

### **Data Protection**

For the purpose of fulfilling the contract, the organizer shall record, store, process and use the necessary personal data of the participant as well transfer these data to third parties commissioned with the implementation of this contract. All details on the processing of data by the organizer can be found in the privacy policy at <https://ecref.eu/de/datenschutz>. By submitting the registration, the participant declares that he/she has taken note of the above note on data processing.

### **Legal Matters**

Any and all claims of the participant against organizer shall be lodged in writing. They shall be time-barred within 6 months from the end of the year in which they become material. German law shall apply exclusively. Place of jurisdiction is Koblenz, Germany.