

CONDITIONS OF PARTICIPATION FOR EVENTS AT THE WEIHENSTEPHAN-TRIESDORF UNIVERSITY OF APPLIED SCIENCES

The German version only is legally binding. The English version is for information only.

(as of 28/03/2024)

1. general information

The events are hosted and organised by Weihenstephan-Triesdorf University of Applied Sciences, Am Hofgarten 4, 85354 Freising (hereinafter referred to as HSWT). All services within the framework of the events are subject to these conditions of participation. By registering, you recognise them. The income from the events is mainly used to cover the costs.

2. registration

You must register for the event in accordance with the information in the event documents. Once you have registered, you will receive a non-binding confirmation of receipt by e-mail confirming receipt of your registration.

3. realisation of the contract

After your registration has been checked, you will receive a confirmation of registration by e-mail. The contract is concluded upon receipt of this registration confirmation. The available places will be allocated in the order in which they are received.

By registering, you agree that photographs/film recordings from the event may be used for press/public relations purposes such as reporting, publications and advertising for other events. We expressly draw your attention to the fact that you can revoke this consent at any time with effect for the future. Please send us an informal e-mail to this effect to wissenstransfer@hswt.de

4. deregistration

Cancellations must be made in writing (or by email to wissenstransfer@hswt.de). Cancellation is possible free of charge up to 4 weeks before the event. For cancellations up to 14 days before the start of the event, 50% of the participation fee will be charged. In the event of later cancellation or non-attendance, the full participation fee will be charged. A substitute participant can be nominated at no additional cost.

HSWT is entitled to relocate events and/or to name another date if there are important reasons for doing so. The event may be cancelled for good cause

against reimbursement of fees already paid. There are no further claims. Irrespective of this, HSWT may cancel the event up to one week before the start without giving reasons. In the event of force majeure such as war, civil unrest, forces of nature, fire, strikes, lockouts, sabotage by third parties, official orders, etc., neither party shall be liable to the other for any delay or non-fulfilment of the service due to force majeure.

5. payments

You will receive an invoice for the participation fee with or after the registration confirmation. The invoice amount is due upon receipt of the invoice and must be transferred to the HSWT account specified on the invoice no later than 14 days before the start of the event.

6. prices and services

The prices listed in the programme include the services listed in the programme. No refunds will be made for services that have not been accepted in full. HSWT reserves the right to make changes to the programme and to substitute another speaker.

7. liability

HSWT, its legal representatives and vicarious agents shall be liable for intent and any negligence in the event of a breach of material contractual obligations, i.e. obligations that make the proper performance of the contract possible in the first place and on the fulfilment of which the other contracting party may regularly rely, but in the event of simple negligence limited to the foreseeable damage typical for the contract.

Otherwise, HSWT, its legal representatives and vicarious agents shall only be liable for damages caused by intent or gross negligence.

The above limitations or exclusions of liability shall not apply in the event of injury to life, limb or health or in the event of claims under the Product Liability Act.

8. other

The university endeavours to reward the performance of its professors and employees in the implementation of continuing education events by means of an appropriate teaching allowance or part-time remuneration. You hereby declare your agreement that, subject to the legal requirements and subject to the approval of the President of the University, the participating professors and employees may be granted a teaching allowance or part-time remuneration from the participation fee.

The contractual relationship is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Freising.

Should any provision of these Terms and Conditions of Participation be invalid or unenforceable, the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the replaced provision.

9. cancellation policy for consumers

Right of cancellation

If you have submitted your registration as a consumer within the meaning of § 13 BGB, you have the right to cancel this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the date of conclusion of the contract. The cancellation period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of our information obligations in accordance with Art. 246 § 2 in conjunction with § 1 para. 1 and 2 EGBGB.

To exercise the right to cancel, you must inform **us (Weihenstephan-Triesdorf University of Applied Sciences, Centre for Research and Knowledge Transfer, Am Staudengarten 9, 85354 Freising, Fax: 08161 / 71 - 4417, E-Mail: wissenstransfer@hswt.de)** of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

The cancellation is to be sent to:

Weihenstephan-Triesdorf University of Applied Sciences,
Centre for Research and Knowledge Transfer
Am Staudengarten 9
85354 Freising.

E-mail: wissenstransfer@hswt.de

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

Special note

Your right of cancellation expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of cancellation.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

To the Weihenstephan-Triesdorf University of Applied Sciences,
Centre for research and knowledge transfer,
Am Staudengarten 9,
85354 Freising.
E-mail: wissenstransfer@hswt.de

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*) / provision of the following service (*), ordered on (*) / received on (*)

Name of the consumer(s) Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Datum, _____