

General Terms and Conditions for the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024

This is an English language translation of the existing [General Terms and Conditions for the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM](#). This translation has not been officially confirmed and is therefore not legally binding.

1. Contract form and scope

Contracts for participation in the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM from 5 - 7 June 2024 are governed by the provisions in the registration form and the following GTC. Deviating or supplementary GTC from participants shall not become part of the contract unless TU Bergakademie Freiberg has expressly agreed to their validity.

The participation contract is concluded between the participant and TU Bergakademie Freiberg, organising body Graduate and Research Academy, as the provider. Registration takes place via the electronic registration system at <https://blogs.hrz.tu-freiberg.de/bht/anmeldung/>. Upon registration, the participant makes an offer to conclude a contract. Before submitting the registration, the participant can view, change and delete the registration data at any time. The offer can only be submitted and transmitted if the participant accepts these contractual conditions. A contract for participation in the above-mentioned event is only concluded after the registration has been confirmed by e-mail. The registration is binding from this point in time; any statutory right of withdrawal remains unaffected.

The provider may reject a registration without giving reasons.

Changes and/or additions to the contract must be made in writing. Verbal agreements shall only be valid if confirmed in writing.

2. Cancellation of the event and changes in the course of the event

The scope of the provider's services is set out in the information on the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024. Changes or deviations in content and organisation may be made by the provider before or during the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024 if the change or deviation is expedient and if it does not completely change the core of the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024. At the same time, the provider is entitled to substitute other, equally qualified speakers for planned speakers, if necessary.

The provider is entitled to cancel the event for economic reasons. In this case, it shall refund the participation fees already paid. There shall be no further claims.

If parts of the event cannot be held in the form originally planned, this shall not generate any right to a refund of the participation fee or parts of the participation fee or other expenses.

If parts of the event are cancelled without substitution, the fee for these parts shall be refunded.

3. Fees and payment modalities

Information on the general regulations regarding the amount of the fees and the possibilities for discounts is provided in the programme booklet and online at <https://blogs.hrz.tu-freiberg.de/bht/tagungsgebuehr/> On the other hand, the information can be found in the following fee table:

Specialist colloquium	In person						Virtual		
	Full payers	Reduced *	Speakers	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg	Employees of TU Bergakademie Freiberg	Students at TU Bergakademie Freiberg	Full payers	Reduced *	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg, Speakers, Employees of TU Bergakademie Freiberg, Students at TU Bergakademie Freiberg
FK 1	310,00 €	205,00 €	free of charge	100,00 €	40,00 €	Free of charge, without catering.	-	-	-
FK 2	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 3	159,00 €	94,00 €	free of charge	29,00 €	20,00 €	If students wish to take advantage of the conference catering, they can register as employees of the TU Bergakademie Freiberg.	-	-	-
FK 4	310,00 €	205,00 €	free of charge	100,00 €	40,00 €		-	-	-
FK 5	205,00 €	150,00 €**	205,00 €	75,00 €	75,00 €		-	-	-
FK 6	180,00 €	115,00 €	50,00 €	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 7	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 8	180,00 €	115,00 €	50,00 €	50,00 €	20,00 €		-	-	-
FK 9	80,00 €	47,50 €	free of charge	15,00 €	5,00 €		65,00 €	32,50	free of charge
FK 10	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 11	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge
FK 12	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 13	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 14	32,50 €	16,25 €	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge
FK15	-	-	-	-	-	-	free of charge	free of charge	free of charge

* Students and doctoral students at other universities, Retirees

** Project participants of the BMBF GEO:N programme

Discounts can only be granted if the participants provide proof that they belong to one of the eligible participation groups. The options for providing proof result from the information provided during registration. If the provider does not have such proof by the time the invoice is issued, the full price will be charged.

It is only possible to switch between free colloquia and paid colloquia if the participation fee is paid.

The prices for in-person events include the catering costs with the exception of FK 14.

Registration obligates the participant - regardless of actual participation - to pay the stated costs within the period stated on the invoice. Payment shall be made by bank transfer to the account stated on the invoice.

The invoice is sent electronically without a signature. If the participant needs an invoice by post, they must request this when registering.

The provider's claims shall be subject to interest at the statutory rate if the participant is in default of payment. Further claims for damages of the provider remain unaffected.

The participant is only entitled to offset if the counterclaim is undisputed or legally established or expressly recognised in writing by the provider. A right of retention may only be asserted on the basis of counterclaims that are based on the same contractual relationship.

In carrying out the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024, the provider is bound by the regulations resulting from Corona Protection Ordinances and other publications of the Free State of Saxony, the district of Mittelsachsen and the City of Freiberg. This could result in further costs, for example related to testing for the corona virus SARS-CoV-2, which are to be borne by the participants themselves.

4. Rights of use

Lectures and event documents are protected by copyright law. The copyright to the respective event documents, regardless of their type or embodiment, is due solely to the provider or the respective author or manufacturer. Rights of use shall only be transferred if the granting of rights of use is expressly agreed in writing.

Photographs and film footage taken at the event will be published as part of articles, in publications of TU Bergakademie Freiberg, in other newspapers and magazines and on the internet.

5. Liability

Insofar as it does not concern the violation of essential obligations from the contractual relationship ("cardinal obligations"), i.e. those whose fulfilment makes the proper execution of the contract possible in the first place, or damages resulting from injury to life, body or health, the provider shall only be liable for himself and his vicarious agents for damages which are demonstrably based on an intentional or grossly negligent violation of obligations within the scope of the contract and which are still within the scope of the foreseeable as typical damages.

The provider shall not be liable for consequential damages as a result of incorrect content of the lectures and seminars as well as the documents (for example with regard to correctness and completeness). The provider is also not liable for items brought in by the participant, such as the participant's wardrobe, unless the damage is due to an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents.

6. Cancellation and changes

In the event of cancellation of the registration **up to and including 27 May 2024**, the provider shall retain a one-off processing fee of EUR 10. The cancellation must be made by e-mail to bht@grafa.tu-freiberg.de. The right of cancellation of consumers remains unaffected.

Substitution of a participant by another person from the same company is possible.

The following fees apply for **cancellations after 28 May 2024**:

Cancellations between 28 May 2024 and 4 June 2024:

Specialist colloquium	In person						Virtual		
	Full payers	Reduced *	Speakers	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg	Employees of TU Bergakademie Freiberg	Students at TU Bergakademie Freiberg	Full payers	Reduced *	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg, Speakers, Employees of TU Bergakademie Freiberg, Students at TU Bergakademie Freiberg
FK 1	110,00 €	80,00 €	free of charge	100,00 €	40,00 €	Free of charge, without catering. If students wish to take advantage of the conference catering, they can register as employees of the TU Bergakademie Freiberg.	-	-	-
FK 2	60,00 €	50,00 €	free of charge	50,00 €	20,00 €		10,00 €	10,00 €	free of charge
FK 3	60,00 €	50,00 €	free of charge	29,00 €	20,00 €		-	-	-
FK 4	110,00 €	80,00 €	free of charge	100,00 €	40,00 €		-	-	-
FK 5	75,00 €	75,00 €**	205,00 €	75,00 €	75,00 €		-	-	-
FK 6	60,00 €	50,00 €	50,00 €	50,00 €	20,00 €		10,00 €	10,00 €	free of charge
FK 7	60,00 €	50,00 €	free of charge	50,00 €	20,00 €		10,00 €	10,00 €	free of charge
FK 8	60,00 €	50,00 €	50,00 €	50,00 €	20,00 €		-	-	-
FK 9	25,00 €	20,00 €	free of charge	15,00 €	5,00 €		10,00 €	10,00 €	free of charge
FK 10	60,00 €	50,00 €	free of charge	50,00 €	20,00 €		10,00 €	10,00 €	free of charge
FK 11	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge
FK 12	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 13	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 14	10,00 €	10,00 €	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge
FK15	-	-	-	-	-	-	free of charge	free of charge	free of charge

* Students and doctoral students at other universities, Retirees

** Project participants of the BMBF GEO:N programme

Cancellations from 5 June 2024:

Specialist colloquium	In person						Virtual		
	Full payers	Reduced *	Speakers	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg	Employees of TU Bergakademie Freiberg	Students at TU Bergakademie Freiberg	Full payers	Reduced *	Employees of Sächsisches Oberbergamt Freiberg and Helmholtz-Instituts Freiberg, Speakers, Employees of TU Bergakademie Freiberg, Students at TU Bergakademie Freiberg
FK 1	310,00 €	205,00 €	free of charge	100,00 €	40,00 €	Free of charge, without catering.	-	-	-
FK 2	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 3	159,00 €	94,00 €	free of charge	29,00 €	20,00 €	If students wish to take advantage of the conference catering, they can register as employees of the TU Bergakademie Freiberg.	-	-	-
FK 4	310,00 €	205,00 €	free of charge	100,00 €	40,00 €		-	-	-
FK 5	205,00 €	150,00 €**	205,00 €	75,00 €	75,00 €		-	-	-
FK 6	180,00 €	115,00 €	50,00 €	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 7	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 8	180,00 €	115,00 €	50,00 €	50,00 €	20,00 €		-	-	-
FK 9	80,00 €	47,50 €	free of charge	15,00 €	5,00 €		65,00 €	32,50	free of charge
FK 10	180,00 €	115,00 €	free of charge	50,00 €	20,00 €		130,00 €	65,00 €	free of charge
FK 11	free of charge	free of charge	free of charge	free of charge	free of charge		free of charge	free of charge	free of charge
FK 12	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 13	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	-	-	-
FK 14	32,50 €	16,25 €	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge	free of charge
FK15	-	-	-	-	-	-	free of charge	free of charge	free of charge

* Students and doctoral students at other universities, Retirees

** Project participants of the BMBF GEO:N programme

7. Data protection notice

Participants agree to the processing of personal data insofar as this is necessary for the organisation of the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024. In order to be able to process your registration and participation in the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024, we process your data listed below.

Mandatory fields: participant group, selected colloquium/colloquia, first name, last name, e-mail address, street address, postcode, city, country, consent/refusal for information about future events. Optional fields: language, form of address, title, company/institution, institute/department, VAT ID number, email for invoice, comments.

Data processing is solely for the purpose of organising and holding the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024, so that we can provide you with a smooth event process. Further information on data protection can be found in the data protection information on the 75th BHT – FREIBERGER UNIVERSITÄTSFORUM 2024 and in the data protection declaration of TU Bergakademie Freiberg (<https://blogs.hrz.tu-freiberg.de/wordpress/datenschutz/>)

8. Final Provisions

Should individual provisions of the contract be invalid in whole or in part, or should the contract contain a loophole, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory provisions.

Legal disputes between the provider and the participant shall be governed by the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular, the UN Convention on Contracts for the International Sale of Goods.

Insofar as the participant is a merchant within the meaning of the German Commercial Code or a legal entity under public law or a special fund under public law, Freiberg is agreed as the exclusive place of jurisdiction for all disputes arising from the contractual relationship or in connection with these terms and conditions. This also applies in the event that the participant has no general place of jurisdiction in Germany.

Last updated: April 26th, 2024

Cancellation policy for consumers

If you are a consumer, you have a right of withdrawal in addition to our general terms and conditions.

You have the right to withdraw from this contract within fourteen days without giving a reason. The withdrawal period is fourteen days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must inform the

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09599 Freiberg

Fax: +49 3741 393367

E-Mail: bht@grafa.tu-freiberg.de

by means of a clear declaration (e.g. a letter sent by post, fax) about your decision to cancel this contract.

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

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. In no case will you be charged any fees because of the cancellation or this repayment.