

General Terms and Conditions

Applicable to contracts between the Orphideum e.V. as organizer of events and event participants.

1. Scope of Validity

These Terms and Conditions shall apply to contracts between the Orphideum e.V. as the organizer of events (hereafter referred to as “Orphideum”) and event participants (hereafter “participants”). The events referred to in these Terms and Conditions are those organized by the Orphideum in particular the 1st World-Cymatics-Congress.

These Terms and Conditions become part of the contract between the Orphideum and the participant as soon as the contract has been signed.

2. Events on offer, prices and changes to prices

The events on offer and prices are displayed in the event flyers, the letters of invitation and in the internet pages of the Orphideum. In case of conflicting price indications, prices published on the internet pages of the Orphideum apply.

All prices include possible VAT. Prices may consist of an amount for meals/ accommodation and an amount for the event as well as other costs. Possible expenses for postage and administration are not included and the Orphideum reserves the right to charge for such expenses separately.

In principle all participants pay the regular price. Concessions only apply if they are made explicit and can only be claimed on production of the relevant proof of entitlement at the time of booking.

In principle, two price categories apply for any event. The first figure refers to the regular price; the second figure to concessions for students, schoolchildren, the unemployed, those in training, military or civil service, and people with disabilities who receive benefits.

3. Booking and conclusion of contract

Participants may book online or by sending the booking form attached to event flyers.

Information displayed on the web page of the Orphideum such as www.world-cymatics-congress.org, in the event flyers and letters of invitation does not constitute an offer in the sense of the German law. It is merely an invitation to submit an offer. Contracts only become effective when the Orphideum confirms the offer (booking) of the participant. The Orphideum shall send such confirmation in writing an invoice to the address provided by the participant or inform him or her by mail.

4. Terms of payment and dispatch

The invoice shall be paid within 14 days by a bank transfer to the mentioned bank account.

A right to join the booked event exists only after receipt of payment to the account of Orphideum, this is confirmed them by letter or email.

5. Loss of or damage to conference tickets

Once participants have received their conference tickets they are responsible for their

safekeeping and for any dangers and risks resulting from the loss of or damage to these tickets or permits. Lost or damaged conference tickets permits cannot be replaced.

If conference tickets or parking permits are exceptionally sent out by post, participants are responsible for their safekeeping from the moment of their dispatch.

6. Cancellation of bookings

Bookings may be cancelled within 14 days after booking prior to the begin of the event (date of posting). After that, 30% of the conference fee (non for meals/ accommodation) will be charged when cancelled up to 30 days prior to the begin of the event (date of posting), after that 50% of the conference fee (non for meals/ accommodation) will be charged when cancelled up to 14 days prior to the begin of the event (date of posting). After Cancellation less than 14 days prior to the begin of the conference begins or failure to attend are subject to a 100% cancellation fee also for meals/ accommodation.

Notification of a cancellation must be addressed in writing to the Orphideum (Orphideum e.V., Weidgasse 7, D-69434 Hirschhorn) or by email to cancellation@orphideum.org. Substitutes will be accepted at no extra cost.

7. Event management

The Orphideum reserves the right to amend programs, themes, speakers, starting times and groups if necessary. Participants will be informed of any such changes in advance.

If an event is moved to another date tickets will be valid on the new date independently of the reason for the change. Tickets cannot be returned or exchanged. The same applies to changes to conference themes or speakers.

To ensure the quality of its events the Orphideum establishes minimum or maximum participant numbers for each event. Places are allocated on a first-come, first-served basis (subject to payment). If there are not enough participants the event will be cancelled and all payments received in advance will be returned.

Participants must obtain the Orphideum prior written permission if they want to make films or recordings of any event. Staff instructions must be followed at any time.

8. Liability and insurance

The Orphideum disclaims all liability for damages (including damage to persons) incurred at events of which it is the organizer or co-organizer.

This includes damage caused by helpers even if they act with wilful misconduct or gross negligence.

The Orphideum also disclaims any liability for third-party services (accommodation, meals etc.) it arranges even if such third parties act with wilful misconduct or gross negligence.

Participants are responsible for their own insurance. Use of the Orphideums grounds and equipment, in particular during guided tours and overnight stays, is at the participants' own risk. The Orphideum cannot be held liable for the theft or loss of property.

9. Data protection

With their booking participants agree to the information they provide (personal data, events

booked) being electronically recorded and used for further purposes worldwide (advertising, information about new offers, to ensure the smooth operation of an event etc.)

10. Assignment of claims

The assignment of claims against the Orphideum to a third party requires the Orphideums prior written consent. The Orphideum is entitled to assign claims against participants to a third party at all times.

11. Early termination of contract

If the Orphideum should cancel an event on offer during the duration of a contract, it can withdraw from the contract without making itself liable for damages. Early termination of a contract does not release participants from paying the charges due for events already attended. In case of the withdrawal of participants Paragraph 6 applies.

12. Severability Clause

If any provision of this contract is held to be invalid, unfeasible or incomplete, the validity of the remaining provisions shall not be in any way affected. The parties shall replace invalid or unfeasible provisions by similar or equivalent, valid and feasible provisions that correspond to the original legal and economic goals of the parties. The same applies in the case of omissions from the contract.

13. Changes and amendments

The Orphideum reserves the right to change or amend the present terms and conditions at any time. Participants will be notified of such changes or amendments in writing, electronically or by post. If no written objection is received they will come into force for the event in question, at the latest one month after notification.

14. Applicable law, place of jurisdiction

All dealings between the parties shall be governed exclusively by the laws of Germany.

The parties will submit to the exclusive jurisdiction of the courts of Heidelberg, Germany, in respect of any dispute or difference between them.

These Terms and Conditions will come into effect on June 29, 2014 and replace all previous versions.