

General Terms and Conditions for Bern Congress Organiser (BCO) Events

The Buser & Sculean Academy is operated by Bern Congress Organiser (BCO). Therefore, the General Terms and Conditions for Bern Congress Organiser (BCO) Events also apply for The Buser & Sculean Academy.

General terms

We, Bern Congress Organiser (BCO) GmbH, Taubenstrasse 8, 3011 Bern Switzerland, take data protection seriously and provide you in the following statement with information about the collection, storage and possible use of personal data in the area of events organized by Bern Congress Organiser (BCO) GmbH. Bern Congress Organiser (BCO) GmbH (hereinafter referred as «BCO») is the responsible body in terms of data protection laws and processes your data. This statement applies to all services offered and operated by us in connection with the events organized by BCO.

With the conclusion of the electronic (online) registration or the registration by other ways for an event organized by BCO (hereinafter referred as «event» or «event»), a contract (hereinafter referred as «Contract») is concluded between the registering or registering participant and BCO. These General Terms and Conditions (hereinafter referred as «GTCs») shall apply to this contract. By registering, the participant declares that he or she is aware of the (online available) GTCs and accepts them.

Billing and due date of the fees

The fees are invoiced on behalf of the organizer. Invoices are issued in the name and on behalf of the BCO including the legally applicable value added tax.

All fees are due for payment upon receipt of the invoice/booking confirmation in accordance with the payment term stated on the invoice. Regardless of the stated payment deadline, full payment of the invoice amount is mandatory in all cases before the start of the event.

Online credit card payments are processed through our partner. If the event is managed on site by the BCO, payment is also possible on-site at the conference office.

Disclaimer

Program changes

The event program is accurate as of the date of publication by BCO. BCO reserves the right, at its sole discretion and without notice, to change or cancel program items, schedule and/or other aspects of the conduct of the event. BCO also reserves the right to postpone or cancel any event. BCO, the management or organizers of the event and third parties commissioned in connection with the implementation (e.g. host organization) are neither contractually nor extra-contractually liable for direct or indirect damages, incidental or consequential damages, lost profits or inconvenience incurred by the participant due to changes, cancellations, postponements or cancellations.

Non-fulfillment and improper fulfillment of the contract

The contractual as well as non-contractual liability of BCO, the management or organizers of the event and third parties commissioned in connection with the implementation is excluded to the extent permitted by law. In particular, the contractual as well as non-contractual liability is excluded in case of slight or medium negligence. In no event shall BCO, the management or organizers of the event and third parties commissioned in connection with the execution of the event be liable for indirect, incidental or consequential damages, loss of profit or inconvenience incurred by the participant due to non-performance or improper performance of the contract.

Hotel reservations

BCO acts only as an agent for hotel reservations and therefore assumes no liability.

Changes/cancellations must be made directly with the hotel and are the responsibility of the person making the reservation. The cancellation conditions of the respective hotel apply.

Force Majeure

BCO, the management or organizers of the event, and any third parties engaged in connection with the performance thereof, shall not be in default of, and shall not be contractually or extra-contractually liable for, the non-performance or improper performance of the Contract if due to any event beyond their or their contractors', suppliers' or subcontractors' reasonable control, including, without limitation, the following events: acts of God, total or partial destruction of production facilities or sites, warlike events, riots or civil commotion, revolution, governmental orders and actions, acts of terrorism, fire, epidemics and pandemics, quarantine measures, unusually severe weather conditions, embargoes or trade restrictions, or any other event deemed a Force Majeure under international practice («Force Majeure Event»).

If the event is cancelled due to a Force Majeure event, the participant will not be entitled to a refund of the registration fee or similar benefits. If the event has to be postponed due to a Force Majeure event and the participant cannot or does not want to participate on the replacement date, the participant is also not entitled to a refund of the registration fee or comparable services.

Purpose of data collection

BCO and/or the event organizer will handle all personal data in accordance with applicable law. In order to register for the Congress, it is necessary to collect, store and process your personal data. The data collected during the congress registration will be used only for the purpose of planning and conducting the congress and will be disclosed only to third parties directly involved in the conduct of the congress and only if required by the organizational process (e.g. hotel). The BCO will provide them with information about other similar events unless you refuse to give your consent at the time of registration.

News/Media

BCO plans to conduct filming and photography at the event for use in its educational, news or promotional materials in print, electronic or other media, including BCO's website. All such material is the property of BCO. By attending the event, you grant BCO the right to use these images/videos for such purposes. Only officially authorized BCO organizers and journalists with a BCO-approved press pass may take photographs and film footage. Anyone recording (using personal video/audio equipment, cell phones, digital/film cameras, tape recorders or similar) without prior permission from BCO or without proper consent will be asked to stop using such equipment immediately - BCO will not accept any liability.

Insurance

No insurance is included in the registration fees. It is recommended that insurance be purchased when registering for the convention and booking travel. Insurance should include the following:

- Loss of fees/deposits due to cancellation of convention attendance or cancellation of the convention itself,
- Loss of international/domestic airfare due to cancellation for any reason,
- Failure to use tours or pre-booked arrangements due to airline delays, strikes, force majeure or other reasons,
- medical expenses (including medical and accident insurance),
- loss of or damage to personal property,
- additional costs and repatriation costs if travel arrangements must be changed.

The BCO is not liable for participants who have not purchased their own insurance in their country of origin.

Changes and cancellations

Changes or the booking of additional services are generally free of charge. Name changes will be charged with a processing fee of CHF 25.00 and are only possible before the booking is cancelled.

Cancellation of participation

Cancellations are subject to the cancellation periods and costs indicated on the event page. In principle, however, cancellations are free of charge if they are double bookings or if the booking is cancelled within 24 hours of the booking being made and reconfirmed in writing by the BCO. A (partial) cancellation after the start of the event is excluded in any case. Bank charges in the case of return debit notes by bank shall be borne by the credit note recipient as a matter of principle.

If a BCO event takes place both on-site and online, registered congress participants can switch to online participation. In this case, the above cancellation conditions apply.

Applicable law and place of jurisdiction

In the relationship between the participant and BCO, the substantive law of Switzerland is exclusively applicable.

The courts at BCO's registered office in Bern have exclusive jurisdiction over all disputes between the participant and BCO. In the event of differences in interpretation between the various language versions, the German version of the GTCs shall prevail.

Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same shall apply to any loopholes in the contract.

Change of our data protection regulations

We reserve the right to occasionally adapt this privacy policy so that it always complies with the current legal requirements or in order to implement changes to our services in the privacy policy, e.g. when introducing new services. The new data protection statement will then apply to your next visit.

Your rights

You have the right to obtain information from us at any time and free of charge about the personal data we have stored about you, and to have it corrected, blocked or deleted. To do so, please contact us by e-mail or mail at:

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3011 Bern
Switzerland
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This privacy policy was last updated on November 4, 2021.