



Contractual terms of Bern University of Applied Sciences for the booking of events

Scope of application

These contractual terms apply to the booking of events, i.e. in particular events and conferences held by Bern University of Applied Sciences BFH. By registering, the participant accepts these contractual terms. Amendments and collateral agreements shall only be deemed valid if confirmed by BFH in writing or comparable electronic format. Contract terms formulated by BFH in direct connection with the event (announcements) and which apply to the given event or conference (event description) will take precedence over these contractual terms in the event of any inconsistency. The provisions of the Swiss Code of Obligations and the legislation of the canton of Bern on the University of applied sciences also apply.

Registration/conclusion of contract

Registration for events is generally carried out on the BFH website www.bfh.ch but may also take place in writing or in a comparable electronic format. Registrations are accepted on a first-come, first-served basis. The sender bears the risk of ensuring that the registration has been received.

If registration is carried out online, the order placed by the participant will be deemed as a binding request. A registration will only be deemed binding and the contract on event participation will only enter into force once BFH has provided the participant with confirmation of registration in writing or comparable electronic format. Any liability for damages and costs arising from a registration failing to arrive is excluded.

Contract performance, performance by third parties

BFH is obliged to hold the event as stated in the event description. The staging of an event at a location other than that originally announced shall be regarded as fulfillment of the contract, provided that the new location can be reached with reasonable effort from the originally planned venue or the change of location was communicated at least two months before the start of the event.

Additional services (e.g. meals, evening event, etc.) are only included in the participation fees if they are listed as such in the event description. BFH reserves the right to replace the advertised speakers and similar contributors with alternatives and to make any necessary changes to the event programme. BFH may also engage third parties to perform the services it is obliged to fulfil or may transfer their fulfilment fully or partially to third parties.

Obstacles to contract performance

If obstacles beyond BFH's control arise in relation to the services owed, the advertised event dates may be postponed within a reasonable timeframe. Under such circumstances, the registered participant may cancel their participation and request a refund of the participation fee in accordance with the cancellation conditions set out below. Alternatively, the registered participant will be entitled to register another person to attend in their place. The transfer of the rights and obligations of participation to a replacement person will only be valid if that replacement person provides BFH with confirmation in writing or comparable electronic format that they assume all obligations arising from the contract previously entered into, and the originally registered person guarantees the fulfilment of the contractual obligations as if they were participating themselves, in writing or comparable electronic format.

If it appears impossible to hold an event due to force majeure – which also includes pandemics and the associated imposition of legal or administrative measures – and it cannot be postponed within a reasonable timeframe, or for other valid reasons such as insufficient registrations, then the event may be cancelled. The participation fee will be fully refunded in such cases.

Switching the event from an on-site format to a hybrid or purely online format does not constitute cancellation of the event.

Any entitlement to compensation, including compensation for any travel and accommodation costs or other consequential costs of any kind, as well as loss of earnings, is excluded if the event is postponed or cancelled. This is without prejudice to liability claims due to wilful conduct or gross negligence by BFH.

Terms of payment

The participation fee owed by the registered participant is set out in the information provided in the event description or registration. The specified participation fees are gross amounts that include statutory VAT.



The participation fee is due upon confirmation of registration by BFH and is payable immediately in the case of online bookings, where payment is made using the payment method specified during the ordering process (credit card, TWINT, etc.). The decision on the permitted payment methods is at the discretion of BFH.

If BFH engages a service provider for the processing of the electronic payment procedure, the terms and conditions of the service provider will apply to such processing. These terms and conditions are indicated during payment processing. If the event that a written invoice is sent, the participation fee owed is due upon its delivery and shall be paid to an account specified by BFH within 30 days.

Payments are to be made in CHF. The person who is registering covers any bank charges for payments made in foreign currencies.

If the terms of payment are not complied with, BFH shall be entitled to

- set the registered participant an additional 10-day payment deadline in writing or comparable electronic format, whereby they will be deemed to be in default for outstanding amounts,
- terminate the contract in writing or comparable electronic format after the 10-day deadline if payment is still outstanding.

Rebooking and cancellation terms

Rebooking at the request of the registered person within an event or a conference, e.g. from attendance to an alternative online participation offered for the event or, in the case of a multi-part event, from one part of the event to another, is possible unless stated otherwise in the event description. Any additional charge for the alternative form of participation or the alternative part of the event provided for in the event description must be paid. There will be no reduction or partial refund of the original participation fee due to any price reduction for the alternative form of participation or the alternative part of the event provided for in the event description. Furthermore, a rebooking fee of CHF 20.- will be applied for each rebooking process. However, this fee will not be charged if the price reduction according to the event description is CHF 20.- or more.

BFH must be notified of cancellations in writing or comparable electronic format using the contact address indicated for the event.

The following terms and conditions apply to the refund of paid participation fees:

- The participation fee paid will be refunded in full for cancellations received 60 days before the start of the event.
- Fifty percent of the participation fee paid will be refunded for cancellations received 30 days before the start of the event.
- There will be no entitlement to a full or partial refund of the participation fee paid for cancellations received 15 days before the event.

Compliance with the deadline is based on the date of receipt of the notification of cancellation.

A refund will be made within three (3) months of receipt of a notification of cancellation that is eligible for a refund, to the same account used for the original payment.

In the event of cancellation before full payment of the event costs, BFH remains entitled to settlement of the event costs; they will be offset against a valid refund request.

No refund will be provided if the participant does not attend the event without providing prior notification of cancellation.

Instead of cancellation, a replacement person may also be designated to participate in the event. The transfer of the rights and obligations of participation to a replacement person will only be valid if the replacement person confirms in writing or comparable electronic format that they assume all obligations arising from the contract previously entered into, and the person originally registered guarantees the fulfilment of the contractual obligations, as if they were participating themselves, in writing or comparable electronic format.

Non-participation due to force majeure

If registered persons are unable to participate in the event due to force majeure (including epidemics and pandemics) or for other reasons lying outside of BFH's control, BFH will not be liable for any travel or accommodation costs or other consequential costs of any kind, including loss of earnings. This also applies in the event of non-participation due to



personal illness or similar personal circumstances. The terms and conditions of cancellation apply to claims for settlement of the event costs and to refunds.

Warranty/liability

BFH is responsible for ensuring the appropriate scientific standards and accuracy in relation to the organisation of the event. BFH does not provide any warranty/legal guarantee, and, in particular, BFH does not assume any liability for the event materials being up-to-date, correct and complete or for the accuracy of the content of event contributions. BFH is generally only liable for gross negligence.

Any liability and guarantee is excluded for the use of results or products from participation in scientific presentations etc. No liability is assumed for products or processes developed from research.

Confidentiality, copyright

The parties undertake to treat information and materials provided to them before and during the event confidentially, even if they are not expressly labelled as confidential.

Participants will notify their employees, third parties and any other persons who have access to the information and materials provided in any form about the confidentiality obligations.

Event documents are protected by copyright and the information and materials obtained or made accessible are subject to legally compliant usage. The reproduction, transfer or other use of event documents is only permitted subject to the express written consent of BFH, which may also be provided in comparable electronic format.

Duty to provide information

BFH will provide information in good time about any special requirements or legal, official or other provisions applicable at the event location if they are of importance to event participation.

Correspondence

The contact details provided for the event will be used for any correspondence about the event.

Data privacy

The processing and, in particular, storage of personal data is required for registration and organisation of the event. Personal data will only be processed to the extent required. Personal data will not be passed onto third parties unless this is necessary for event organisation. BFH will ensure that these third parties only process the personal data to the extent required and, in particular, delete or destroy it once its purpose has been fulfilled.

BFH will undertake all technically feasible, suitable and reasonable precautions to prevent data loss and unauthorised access for the processing of personal data within its area of responsibility.

Where applicable, BFH will obtain separate consent for any notified processing of personal data, particularly in relation to event participation, which is not necessary.

The provisions of the data protection legislation of the canton of Bern shall apply.

Severability clause

Should individual provisions of these contractual terms be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining parts of these contractual terms. In this case, BFH shall undertake to immediately replace the affected provision with a legally permissible and effective one that comes closest to the original intention in terms of its content. The same shall apply in the event of an omission in the contract.

Applicable law, place of jurisdiction

The agreements contained in these provisions are governed by Swiss law. The sole place of jurisdiction shall be Bern. The parties shall endeavour to settle any disputes arising from the performance of this contract by amicable means.

Bern, 10 December 2024