

# General Terms and Conditions for Events of the VDR

## 1. Scope of the GTC

The following General Terms and Conditions apply to all events (conferences, seminars, workshops, excursions, guided tours, social evenings, and receptions) organized by the Verband der Restauratoren e. V. – hereinafter referred to as VDR – that take place based on online registration on the VDR website [www.restauratoren.de](http://www.restauratoren.de) or via email. Deviations from these General Terms and Conditions shall take effect only after they have been expressly confirmed by the VDR in written form.

Only these General Terms and Conditions in their respective current form are applicable for events of the VDR. The General Terms and Conditions of the client/other contracting party shall only be applicable to the extent that the VDR has expressly consented to them in written form.

## 2. Conclusion of Contract

The contract is concluded through the registration of the client and its acceptance by the VDR.

The offer to conclude a contract is effected by the client filling in and sending the registration form provided on the VDR website or an email (pursuant to article 3.5) to the VDR. The form is sent by clicking on the field "Kostenpflichtig und verbindlich anmelden"/"Buy and Binding Registration" or "Verbindlich anmelden"/"Binding Registration".

By sending the registration, the client acknowledges these General Terms and Conditions as binding.

Upon being received by the VDR, the registrations are considered a binding contract offer. The contract is concluded by the VDR sending an email to the client. In the case that certain conditions for the registration have not been fulfilled (e.g. lacking verification of discount entitlement), the VDR can subsequently request these in order to fulfill the contract. In the case that the client does not meet the request, the VDR can withdraw from the contract.

## 3. Registration

Registrations are taken into account with regard to the given participant capacities according to the sequence of receipts. Should the event selected by the client already be fully booked, the VDR reserves the right to cancel the client's booking.

### 3.1 Registration via online registration form for chargeable events

Upon sending the online registration, the registration of the client becomes binding. After sending the registration, the client receives an automated registration confirmation from the VDR to the email address specified by the client that contains, among others, the registration data and the costs as well as the request to pay the fees.

The client shall pay the total sum within 14 days of receiving the payment request. After the receipt of the event fees, the client shall receive the payment receipt via email from the VDR as quickly as possible.

### 3.2 Registration via online registration form for events free of charge

The same conditions as in article 3.1. apply, with the exception of the payment terms.

### 3.3 Registration via PDF registration form or email for events free of charge or chargeable events (excursions, meetings, etc.) with a low number of participants

For events with up to 30 participants, registration is usually carried out via PDF registration form or email. Upon sending the form or the email to the email address specified in the registration, the registration of the client becomes binding. After sending the registration, the client receives a registration confirmation sent to the email address of client specified in the registration that contains, among others, the confirmation and, if applicable, the costs and payment terms.

In the case of a chargeable event, the client shall pay the fees – if not specified otherwise (e.g. payment on location) – within 14 days after the registration.

### 3.4 Early booking rate and normal rate

In the case of registering at the reduced early booking rate, the client shall pay the amount into the account specified in the registration confirmation 14 days after the early booking deadline at the latest. Otherwise, the client shall be charged the normal rate.

### 3.5 Discounts

If the client is entitled to a discount (intern or student in the field of conservation-restoration), a valid verification (intern contract/certificate or certificate of study) is required, which must be attached to the registration as a file (PDF, JPG etc.).

Members of the German-language associations of conservators, ÖRV, SKR or VRKS-ARCA, are entitled to register under the same conditions as members of the VDR. Here, too,

the valid verification of membership must be provided by sending a file of the valid membership card (with date) or the current certificate of the respective association. Members being trained in one of the aforementioned associations must additionally provide a training certificate, if their status is not indicated on the membership card.

## 4. Cancellation, Withdrawal, Rebooking

### 4.1 Cancellation

The client must submit the cancellation in written form via email or mail to the VDR:

Verband der Restauratoren (VDR) e.V.  
Geschäftsstelle – Veranstaltungen  
Haus der Kultur  
Weberstraße 61  
53113 Bonn  
Phone: +49 228 92 68 97-13/-14  
Email: [veranstaltungen@restauratoren.de](mailto:veranstaltungen@restauratoren.de)

In the case of a client's cancellation, the VDR shall charge the following fees:

- 15 % of the event fees up to 15 days prior to the start of the event
- 85 % of the event fees starting 14 days prior to the start of the event

If the client does not participate in the event and the VDR has not received a proper cancellation beforehand, the entire event fees shall be charged.

### 4.2 Refund

If not specified otherwise in the respective offer, special withdrawal conditions apply for the client in the case of chargeable events, when unforeseeable, serious reasons justify a withdrawal and make participation unconscionable. This applies particularly to the following cases:

- death of the client, of his or her spouse, partner, children or parents; severe accidental injury or unexpected severe illness of the client, his or her spouse, partner, children or parents;
- appointment of the client to donate or receive organs or tissues in the frame of the organ transplantation act;
- damages to the property of the client through fire, an elementary event, transport accident of the client on the day of the event, or an intentional crime by a third party insofar as the damage is substantial in relation to the economic condition or assets of the aggrieved person or insofar as his or her presence is necessary for damage assessment.

To fulfill his or her obligations to the VDR, the client must provide proper verification of the serious reason. The following is required:

- in case of death a corresponding proof of death;
- in case of severe accidental injury or unexpected severe illness, a doctor's certificate specifying the diagnosis. A simple sick note is therefore not sufficient;
- in case of a donation or receipt of an organ or tissues in the frame of the organ transplantation act, a doctor's certificate;
- in case of damage to property, proof of the criminal complaint or a certificate of insurance or the need for presence.

In the case of a refund, the VDR shall charge a handling fee of € 15.00 for the cancellation of a chargeable event.

### 4.3 Rebooking

Naming a substitute participant is in any case possible free of charge for all chargeable events. The client must name the substitute participant 10 days prior to the start of the event at the latest:

- a) The client shall inform the VDR of the name of substitute participant. The substitute participant must register via the registration form of the corresponding VDR event (pursuant to articles 2 and 3). The payment terms pursuant to article 3 are applicable for the substitute participant.
- b) If the client is not able to name a substitute participant, the VDR can name a substitute person from the waiting list, if applicable.

Applicable in both cases: The original client's duty of payment shall be discharged insofar as the substitute participant fulfills his or her registration. Already paid event fees shall then be refunded to the original client.

## 5. Cancellation of an Event

The VDR reserves the right to cancel an event if the number of participants is too low (until 10 days prior to the start of the event at the latest) or for other important reasons for which the VDR is not responsible (e.g. sudden illness of the speaker, force majeure).

In this case, the already paid event fees shall be refunded to the client without deduction.

Should the event be postponed, the client's registration remains binding. If the client cannot participate on the alternate date, cancellation is free of charge and the already paid event fees shall be refunded to the client without deduction.

## 6. Liability of the VDR

The VDR is indemnified against the assertion of liability and damage claims that are not related to injury to life, body or health, insofar as no intent or gross negligence of the VDR exists.

## 7. Reservation of Rights

The VDR has the right to make content-related, methodical and organizational changes and deviations prior to and during the event, insofar as they do not substantially affect the usefulness of the announced event for the client. The VDR has the right to replace the planned speakers if necessary (e.g. illness, accident) with persons equally qualified in regard to the announced topic. Any liability or warranty regarding the correctness, topicality, completeness, and quality of the contents is excluded.

## 8. Retention of Title

The VDR shall retain full and complete title to all objects and documents distributed by the VDR during and after the event until all payment duties of the client have been completely fulfilled. The materials of the event may not be resold or distributed without express authorization.

## 9. Copyright

All documents of the VDR events are protected by copyright. The participants are granted only a simple, non-transferrable right of personal use. In particular, the participants and third parties are not permitted to change the documents or excerpts thereof in terms of content or editing or to use altered versions, to copy them for third parties, make them publically available or distribute them, place them on the Internet or other networks free of charge or against a fee, imitate them, resell them, or use them for commercial purposes. Possible copyright notices, registered marks or trademarks may not be removed.

For all intended film or audio recordings during the period of the event, approval from the VDR must be obtained beforehand. Photographs for private purposes are permitted to a reasonable extent, taking into account the rights of third parties.

A violation of the copyright law can lead to fines or imprisonment pursuant to § 106 UrhG.

## 10. List of Participants

If required, a list of participants in digital form (PDF) is sent by the VDR exclusively to the participants, speakers, guests, and event partners shortly before the start of the event, insofar as these persons have consented to passing on the

information in this form. In exceptional cases, the list is handed out in printed form at the event venue to all aforementioned persons.

The list shall only contain data specified and released for publication by the client (as appropriate: title, forename, surname, institution/company, position, email, postal code, town, country).

When registering, the client can consent to the publication of the aforementioned data on the list of participants.

The client may not pass on the list to third parties, and its use for promotion purposes is also prohibited.

## 11. Recordings and Their Use

At VDR events, photos, audio and film recordings are possibly made that are published in various online and offline media. These recordings entail the depiction of the persons present, with the selection of persons being random.

The recordings are possibly published on the website, the social media channels, in the newsletters and print media of the VDR.

Upon entering the event spaces, the client agrees to the cost-free publication in the aforementioned way and to the distribution and/or temporally unlimited storage and availability of the recorded image, sound and film material in the frame of the VDR's public relations work. In any case, personal rights shall be retained.

Should the client not consent to the recording of his or her person in an individual case, he or she shall inform the persons responsible for recording at the event venue. Should this not be possible or if it is not heeded, the VDR, upon receiving the corresponding message from the client (to [veranstaltungen@restauratoren.de](mailto:veranstaltungen@restauratoren.de)), shall subsequently prevent the publication, insofar as this is legally and factually possible with reasonable effort.

## 12. Participation Certificate

Generally, the client shall be issued a participation certificate from the VDR which is sent within 2 weeks after the event via email to the email address specified by the client in the registration.

## 13. Data Protection

The client's data are protected in the frame of the legal regulations.

### 13.1 Responsible party/contact

Responsible party in terms of the data protection law:

Verband der Restauratoren (VDR) e. V.  
Geschäftsstelle  
Haus der Kultur  
Weberstraße 61  
53113 Bonn  
Phone: +49 (0) 228 92 68 97-0  
Fax: +49 (0) 228 92 68 97-27  
Email: [info@restauratoren.de](mailto:info@restauratoren.de)

### 13.2 Collection and use of the client's data

For the registration of clients, the VDR processes those personal data that the client provides in the frame of registration (pursuant to Art. 6, 1 (a), GDPR). Furthermore, personal data shall be used only to the required extent and only for purposes to which the client has given consent or which are legally permissible.

The personal data are processed to enter into and perform the corresponding contract (pursuant to Art. 6, 1 (b), GDPR).

The VDR uses the necessary personal data exclusively for processing the registration of the client. In order to be able to bindingly register for an event, various data of the client are needed. The following data are compulsory:

- Member status and member number (only in case of VDR membership)
- Forename and surname
- Street, street number, postal code, town, country (only in case of chargeable events)
- Email address
- If required, upload of data as verification for reduced participation rate (intern certificate/contract; study certificate; membership verification from a German-language conservation association – ÖRV, SKR or VRKS-ARCA) (only in case of chargeable events)

Furthermore, the client may provide the following voluntary data when registering:

- Title
- Institution/company
- Position (profession/function)
- Addition to address
- Telephone number
- Deviating invoice address

### 13.3 Passing on to third parties and duration of processing

The client's personal data are stored by the VDR to perform the contract concluded with the client. They shall only be passed on to third parties insofar as this is necessary to fulfill the contractual obligations and/or if a legal obligation to pass on the data to third parties (pursuant to Art. 6, 1 (c), GDPR) exists.

The VDR processes the client's data only as long as required to plan and conclusively carry out the event or to comply

with applicable legal provisions, e.g. the obligation to preserve invoice records.

Further details on the data protection regulations can be found in the [VDR Datenschutzerklärung](#).

## 14. Closing Provisions

These General Terms and Conditions can be changed at any time without separate notification

Should provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the contract or the other terms and conditions. Invalid provisions shall be replaced by such provisions that come as close as possible to the purpose intended by the parties.

For all disputes between the client and the user, the court of jurisdiction Bonn is agreed upon, insofar as nothing other has been determined for compulsory legal reasons.

### Editor

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**President:** Sven Taubert

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**Listed in the register of associations:** Berlin-Charlottenburg

**Association registration no.:** VR 20748Nz

### Bank account details:

Bank Volksbank Bonn Rhein-Sieg eG

BLZ 380 601 86

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