





# General Terms and Conditions (GTC)

Version: August 8, 2025

### Dear Conference Participant,

Please take the time to read these comprehensive General Terms and Conditions. By submitting your booking, you acknowledge and accept these terms, which are made available to you prior to booking. They apply to the Energy and Infrastructure Conference organized by **Clayston and EMA**, hereinafter referred to as the "Organizer", taking place **on September 22, 2025.** These terms supplement and elaborate on §§ 651 a–m of the German Civil Code (BGB) and §§ 4–11 of the BGB-Information Regulation (BGB-InfoV).

#### 1. Registration and Confirmation

- 1.1 By registering, you are submitting a binding offer to the Organizer to enter into a travel contract.
- 1.2 The registrant is also registering on behalf of all participants listed in the registration form and is responsible for their contractual obligations as for their own, provided they have accepted such responsibility through a separate and explicit declaration.
- 1.3 Upon successful registration, you will receive a booking confirmation.
- 1.4 Clayston and EMA assume no liability for cancellation fees related to canceled flights or hotel bookings.

#### 2. Payment

- 2.1 Payment must be made no later than 7 working days after registration. For bookings made in the last week before departure, proof of payment must be provided.
- 2.2 If due payments are not made in full and you do not respond to a reminder, Clayston and EMA reserve the right to withdraw from the contract.
- 2.3 Costs for additional services, such as visa procurement, are **not included** in the conference price unless explicitly stated in the registration form. Such costs must be paid directly to the relevant authority issuing the visa.

# 3. Services and Prices

- 3.1 The scope of services included in the contract is based on the service descriptions provided. The Organizer reserves the right to modify these descriptions at any time prior to contract conclusion. The participant will be informed of any such changes before booking.
- 3.2 During the conference, you will be supported on-site by Clayston and EMA. Details, addresses, and contact numbers will be provided in the program documents.

## 4. Service and Price Changes

- 4.1 Minor changes or deviations from the agreed service content that become necessary after contract conclusion and are not made in bad faith are permitted, provided they do not significantly affect the overall nature of the agreed services. The Organizer is obligated to inform the participant promptly of any such changes.
- 4.2 The Organizer reserves the right to adjust the agreed price in the event of changes in relevant exchange rates as follows: 4.2.1 If exchange rates change after the contract has been concluded, the price may be increased by the corresponding additional cost incurred by the Organizer.
- 4.2.2 A price increase is only permissible if more than one month lies between the contract conclusion and the set date, and if the underlying circumstances were unforeseeable and had not yet occurred at the time of booking.
- 4.2.3 In the event of a subsequent price change, the Organizer must inform the participant immediately. Price increases made within **15 days** of departure are invalid. If the price increases by more than **5%**, the participant is entitled to withdraw from the contract. These mutual rights and obligations also apply in the event of permitted changes to significant services.









4.2.4 The participant must assert these rights without delay after receiving notice of the price or service change from the Organizer.

## 5. Cancellation by the Participant

Registration constitutes a binding contract between the Participant and the Organizer. In case of cancellation by the Participant, fees will not be refunded. This applies regardless of the time of cancellation.

### 6. Replacement Participant

Up to **two days before departure**, the participant may request that a third party assume their rights and obligations under the contract. The Organizer must be notified accordingly. The Organizer may reject the replacement if the third party does not meet the requirements for the conference or if legal regulations or official directives prohibit the substitution. If a replacement participant is accepted, the Organizer may charge a flat administrative fee of €100. Both the original participant and the replacement shall be jointly liable for the total price and any additional costs incurred.

# 7. Cancellation by the Organizer

- 7.1 The Organizer may terminate the contract without notice if a participant disrupts the conference despite a warning. This also applies to grossly inappropriate behavior. In such cases, the Organizer retains the right to full payment. Additional return travel costs must be borne by the disruptive party.
- 7.2 The Organizer may cancel the conference up to **1 day before departure**. You will be notified promptly if it becomes clear at an earlier stage that the conference cannot take place.

#### 8. Extraordinary Circumstances – Force Majeure

- 8.1 If the performance of the conference after the conclusion of the contract is significantly hindered, endangered, or affected due to unforeseeable force majeure events (e.g., war, civil unrest, natural disasters, etc.), the organizer shall have no obligation to refund the price. The organizer is entitled to set a new date for the conference within a period of up to three months following the originally agreed date.
- 8.2 If termination or program changes due to force majeure occur after the conference has begun, the Organizer will take all necessary steps, including return transport if contractually agreed. Additional return travel and related costs are to be borne by the participant.
- 8.3 Travel advisories from the German Federal Foreign Office can be found at <a href="https://www.auswaertiges-amt.de">www.auswaertiges-amt.de</a> or by phone at: +49 (0)30 5000-2000.

#### 9. Passport, Visa & Customs

- 9.1 The Organizer is responsible for informing German nationals of passport and visa requirements. Nationals of other countries should consult their respective consulates.
- 9.2 The Organizer assumes no liability for timely issuance or delivery of necessary visas by consulates.
- 9.3 The participant is solely responsible for complying with all travel-related regulations. Any disadvantages (including cancellation costs) arising from failure to observe these are the participant's responsibility—unless due to incorrect or missing information from the Organizer.
- 9.4 Please check with the Organizer whether a passport is required and ensure your documents are valid for the required duration.
- 9.5 Customs and currency regulations can be very strict in some countries. Please ensure that you are fully informed and comply with all applicable rules.









9.6 Some countries require specific vaccination certificates. Please contact the Organizer for relevant information.

# 10. Jurisdiction / Miscellaneous

10.1 The invalidity of any individual provision does not affect the validity of the contract or the remaining provisions of these General Terms and Conditions.

10.2 German law shall apply.

For questions or individual arrangements, please contact Dr. Abdelmajid Layadi (a.layadi@ema-germany.org).

EMA e.V. wishes you a pleasant and successful journey!

