



## **STANDARD TERMS OF BUSINESS FOR #ELTAcon2018**

(as in July 2018)

### **1. In General**

These standard terms of business apply to the entire business relationship between European Legal Technology Association e.V. (ELTA) and the participants of the annual public conference #ELTAcon2018.

### **2. Contract Partner**

The provider of the conference and your contract partner in the event of conclusion of a contract is:

European Legal Technology Association e.V.  
c/o Spielfeld Digital Hub  
Skalitzer Straße 85-86 – 10997 Berlin  
Tel.: +49 40 30706-199  
Fax: +49 40 30706-269  
E-mail: [info@lta-online.eu](mailto:info@lta-online.eu)  
[www.lta-online.eu/conference](http://www.lta-online.eu/conference)

Registered Office: Berlin Charlottenburg, No. VR 35460 B  
Taxpayer's Reference Number: 27/620/52806  
VAT Identification Number (USt.-IdNr.): DE310801777

Board: Dr. Hariolf Wenzler, Dr. Mich-Manuel Bues, Tobias Heining

Subject Matter of the Contract

Conference in accordance with the description on the Internet site [www.lta-online.eu/conference](http://www.lta-online.eu/conference).

### **3. Fees and Services**

The fee for the respective conference is given in the description on [www.lta-online.eu/conference](http://www.lta-online.eu/conference). It is also shown in the official registration email. The fee is given as a net sum, which excludes the turnover tax valid at the time of the application.

Unless otherwise explicitly stated in the description, the conference fee covers participation in the event, as well as basic catering. Travelling costs to and from the conference and any accommodation costs must be borne by the participant himself.

The conference fee will be invoiced after confirmation of registration has been sent. The fee is due immediately on receipt of the invoice and must be transferred to the account given in the invoice within 14 days at the latest. In this connection the name of the participant and the invoice number

**European Legal Technology Association**  
c/o Spielfeld Digital Hub GmbH  
Skalitzer Straße 85-86, 10997 Berlin  
Tel. 040 – 30706 – 267, E-Mail: [info@lta-online.eu](mailto:info@lta-online.eu)  
Website: [www.legal-tech-association.eu](http://www.legal-tech-association.eu)



must be given. If full payment has not been received by the third day prior to the event and no corresponding proof of payment by the participant can be provided, ELTA reserves the right to refuse participation in the conference.

#### **4. Application and Conclusion of Contract**

Application for the conference is made online or else in writing – per letter, fax or e-mail – using our application form and in each case subject to recognition of these standard terms of business. The application to take part in the conference constitutes a binding offer to conclude a contract on participation in the conference in question. This offer can be accepted by ELTA by sending an acknowledgement of receipt within 14 days

#### **5. Communication**

The communication between ELTA and the participants invariably takes place by e-mail, unless some other form of communication has been explicitly agreed on. To this end participants must provide ELTA with an e-mail address as part of their current contact data. The e-mail correspondence takes place uncoded. Participants must also ensure that their e-mail address is protected against access by unauthorized third parties and that the receipt of e-mails from ELTA is not prevented for reasons that lie within their control (e.g. a full post box, a spam filter, etc.).

#### **6. Right of Revocation**

Customers in the sense of section § 13 of German Civil Code »Bürgerliches Gesetzbuch (BGB)« (a natural person who places the order for purposes that cannot be attributed to his commercial or self-employed, professional activities) have a right of revocation in accordance with the statutory regulations. The individual regulations applying to the right of revocation are those given in the following

##### **a. Instruction on Revocation**

##### **Instruction on Revocation Right of Revocation**

You have the right to revoke this contract within fourteen days without having to give any reasons for doing so. The revocation period is fourteen days as from the day of conclusion of contract. To exercise your right of revocation, you must send us,

European Legal Technology Association e.V.  
c/o Spielfeld Digital Hub  
Skalitzer Straße 85-86 – 10997 Berlin  
Tel.: +49 40 30706-199  
Fax: +49 40 30706-269  
E-mail: [info\(at\)lta-online.eu](mailto:info@lta-online.eu)

an explicit declaration (e.g. in a letter sent by post, by fax or by e-mail) of your decision to revoke this contract. To this end you can make use of the sample revocation form attached, though this is not a

**European Legal Technology Association**  
c/o Spielfeld Digital Hub GmbH  
Skalitzer Straße 85-86, 10997 Berlin  
Tel. 040 – 30706 – 267, E-Mail: [info@lta-online.eu](mailto:info@lta-online.eu)  
Website: [www.legal-tech-association.eu](http://www.legal-tech-association.eu)

requirement. To satisfy the revocation deadline it is sufficient that you send off your notification as to the exercising of the right of revocation before expiry of the revocation period. Consequences of the Revocation If you revoke this contract we must immediately return to you all payments received from you, including delivery costs (with the exception of additional costs resulting from a decision made by you in favour of another type of delivery than the most favourably priced standard delivery customarily offered by us), and at the latest within fourteen days of the date on which we received notification of your revocation of this contract. For this repayment we will make use of the same means of payment used by you in the original transaction, unless some alternative agreement has been explicitly reached with you. On no account will you be charged for this repayment. If you have demanded that the services begin during the revocation period, you must pay us a reasonable sum that corresponds to that share of the whole, equivalent to the services provided up to the time at which we were notified by you of your exercising of the right of revocation with respect to this contract, as compared to the overall extent of the foreseen services covered by the contract.

– End of the Instruction on Revocation –

#### b. Sample Revocation Form

For revocation you can make use of the sample revocation form attached, though this is not a requirement.

Sample Revocation Form (If you want to revoke the contract, please fill out this form and send it back to us) To:

European Legal Technology Association e.V.  
c/o Spielfeld Digital Hub  
Skalitzer Straße 85-86 – 10997 Berlin  
Tel.: +49 40 30706-199  
Fax: +49 40 30706-269  
E-mail: info(at)lta-online.eu

I/We (\*) hereby revoke the contract concluded by me/us (\*) on the provision of the following service (\*) - ordered on (\*) / received on (\*) - name of the consumer(s) - address of the consumer(s) - signature of the consumer(s) (only in cases of notification on paper) - date \_\_\_\_\_ (\*)  
delete where inapplicable

#### **7. Cancellation and Rebooking**

Rebooking or cancellation of the participation is possible by letter, fax or e-mail up to three months before the commencement of the conference, at a flat-rate cost reimbursement of EUR 35.00 incl. VAT payable to ELTA. In the event of rebooking or cancellation less than three months, yet more than one month, prior to the commencement of the seminar, the participant must pay a third of the conference fee. In the event of rebooking or cancellation within a month of commencement of the



conference, the participant must pay the full fee, as in cases of non-participation or occasional participation only.

A substitute participant can be named at any time and without the any cost flat rate being due, provided this takes place in good time before the commencement of the conference such that the substitute participant can be taken account of; in this case the full seminar fee is due from the substitute participant.

### **8. Program Changes and Cancellations**

ELTA reserves the right to make program changes provided the essential concept of the event remains basically unaltered. Changes of lecturers, insignificant changes in the order of the event or a reasonable change in the venue of the event do not constitute a reason for price reduction or for withdrawal from the contract, provided these changes do not significantly alter the use of the event for the participants.

If ELTA is compelled to cancel an event due to failure to reach the minimum number of participants required, or in cases of force majeure such as natural catastrophe, illness of the lecturer, or unforeseeable occurrences, no right to holding of the conference exists. In this case the participants will be refunded the full seminar fee immediately.

Participants will be informed immediately about program changes or cancellation.

### **9. Documents, Certificate of Participation, Data Protection**

The documents and work material made available to the participants in electronic or in printed form are protected by copyright. The holder of the rights is ELTA. The documents and work material are intended solely for cooperation in the respective events and for private use by the participants. Participants are not permitted to pass on the documents, work material or access data to third parties, or to otherwise circulate them.

The names and data of the participants will be processed and stored in keeping with the applicable data-protection regulations. The participants state their consent to this in the registration form. The names can be made available to the other participants – subject to the granting of separate consent in the registration form – via a list of participants.

Each participant has the right to revoke his consent to the storage and use of his data at any time, and to reject the future sending of information material. The revocation is to be sent – in writing or by e-mail – to:

European Legal Technology Association e.V.  
c/o Spielfeld Digital Hub  
Skalitzer Straße 85-86 – 10997 Berlin  
Tel.: +49 40 30706-199  
Fax: +49 40 30706-269

**European Legal Technology Association**  
c/o Spielfeld Digital Hub GmbH  
Skalitzer Straße 85-86, 10997 Berlin  
Tel. 040 – 30706 – 267, E-Mail: [info@lta-online.eu](mailto:info@lta-online.eu)  
Website: [www.legal-tech-association.eu](http://www.legal-tech-association.eu)

E-mail: [info@lta-online.eu](mailto:info@lta-online.eu)  
[www.lta-online.eu/conference](http://www.lta-online.eu/conference)

#### **10. Liability of ELTA**

ELTA accepts no liability for damage resulting from force majeure, uprisings, acts of war or natural occurrences, or from other occurrences for which it is not answerable (such as strike, lockouts, traffic disturbances, or acts of high authority at home or abroad).

#### **11. Liability of the Participants**

If, due to culpable behaviour, a participant contributes towards the occurrence of damage, the principles of partial responsibility will determine the extent to which ELTA and the participant are to bear the damage.

#### **12. Place of Performance**

The place of performance chosen for the holding of conference is in each case the venue indicated in the description.

#### **13. Online Resolution of Disputes**

The European Commission has a platform for resolving disputes online. The platform can be found under <https://webgate.ec.europa.eu/odr/>.

#### **14. Application of German Law, Place of Jurisdiction**

German law applies to the business relationship between the participants and ELTA. The sole place of jurisdiction is Hamburg, provided agreement on this is permissible.

#### **17. Ancillary Agreements**

Ancillary agreements and agreements that differ from these standard terms of business require the written form. This also holds for any annulment of the written-form requirement.

#### **18. Final Clause**

Should one of the provisions of these standard terms of business prove to be ineffective or impracticable, whether at present or at some future date, the legal force of the remaining provisions will be unaffected by this. In place of the ineffective or impracticable provision an effective and practicable provision that commercially most closely approaches the desired objectives of the parties will be regarded as agreed on.