GENERAL TERMS AND CONDITIONS

Applicable to contracts between the General Anthroposophical Society as organizer of events and event participants.

1. Scope of Validity
These Terms and Conditions shall apply to contracts between the General Anthroposophical Society as the organizer of events (hereafter referred to as “GAS”) and event participants (hereafter “participants”). The events referred to in these Terms and Conditions are in particular those advertised in the GAS' Calendar of Events (http://www.goetheanum.org/vk.html) as well as those advertised in flyers and invitations issued by the GAS.

These Terms and Conditions become part of the contract between the GAS and the participant as soon as the contract has been signed.

2. Events on offer, prices and changes to prices
The events on offer and prices are displayed in the event flyers, the letters of invitation and in the Calendar of Events. In case of conflicting price indications, prices printed in the Calendar of Events apply. The GAS reserves the right to amend prices. This does not convey a right of withdrawal.

All prices include VAT. Prices may consist of an amount for meals/ accommodation and an amount for the event as well as other costs. Possible expenses for postage and administration are not included and the GAS reserves the right to charge for such expenses separately.

In principle all participants pay the regular price. Concessions only apply if they are made explicit and can only be claimed on production of the relevant proof of entitlement at the time of booking.

In principle, three price categories apply for any event. The first figure refers to the regular price; the second figure to concessions for students, schoolchildren, OAPs, the unemployed, those in training, military or civil service, and people with disabilities who receive benefits; the third figure refers to under 16-year old participants. With some events there may reductions for certain persons (such as GAS members or staff).

3. Booking and conclusion of contract
Participants may book online or by sending the booking form attached to event flyers.

Information displayed on http://www.goetheanum.org, in the event flyers and letters of invitation does not constitute an offer in the sense of the Swiss Code of Obligations. It is merely an invitation to submit an offer. Contracts only become effective when the GAS confirms the offer (booking) of the participant. The GAS shall send such confirmation in writing to the address provided by the participant or inform him or her by telephone.

4. Terms of payment and despatch
Participants from countries other than Switzerland and Germany may pay by
credit card (the participant’s account will be debited on despatch of the booking confirmation) or at the Goetheanum Reception Desk. Participants from Switzerland and Europe may also pay on invoice if they book at least ten days before the event starts. All charges due must be paid before the event starts.

The GAS accepts cash payments (in CHF and EUR), payments by VISA, MasterCard, ec-direct and Postcard-Schweiz. If conference tickets or parking permits are issued they will not be posted to participants but held at reception for collection on arrival.

5. Loss of or damage to conference tickets or parking permits

Once participants have received their conference tickets or parking permits they are responsible for their safekeeping and for any dangers and risks resulting from the loss of or damage to these tickets or permits. Lost or damaged conference tickets or parking permits cannot be replaced.

If conference tickets or parking permits are exceptionally sent out by post, participants are responsible for their safekeeping from the moment of their despatch.

6. Cancellation of bookings

Bookings may be cancelled free of charge up to 14 days prior to the begin of the event (date of posting). After that, 50% of the conference fee will be charged. Cancellation on the day when the conference begins or failure to attend are subject to a 100% cancellation fee.

Notification of a cancellation must be addressed in writing to the GAS, Dept. of Reception & Tickets. Substitutes will be accepted (subject to Paragraph 8) at no extra cost.

7. Event management

The GAS reserves the right to amend programmes, themes, speakers, starting times and groups if necessary. Participants will be informed of any such changes in advance.

If an event is moved to another date tickets will be valid on the new date independently of the reason for the change. Tickets cannot be returned or exchanged. The same applies to changes to conference themes or speakers.

To ensure the quality of its events the GAS establishes minimum or maximum participant numbers for each event. Places are allocated on a first-come, first-served basis (subject to payment). If there are not enough participants the event will be cancelled and all payments received in advance will be returned.

Participants must obtain the GAS’ prior written permission if they want to take photographs or make films or recordings of any event. Staff instructions must be followed at any time.

8. Rejection or exclusion of participants

The GAS reserves the right to validate the creditworthiness of participants at any time. If no payments are received or a participant’s ability to pay is in doubt, the GAS has the right to reject a participant without making itself liable for damages.

The GAS also reserves the right to exclude participants from an event if there is reasonable justification. If such an exclusion takes place, payments received will be refunded pro rata. In cases of severe misconduct (criminal offences or severe breach of the house rules) and exclusion due to non-payment, the full event fee will be charged. The GAS
reserves the right to claim for compensation.

9. Liability and insurance
The GAS disclaims all liability for damages (including damage to persons) incurred at events of which it is the organiser or co-organiser.
This includes damage caused by helpers even if they act with wilful misconduct or gross negligence.
The GAS also disclaims any liability for third-party services (accommodation, meals etc.) it arranges even if such third parties act with wilful misconduct or gross negligence.
Participants are responsible for their own insurance. Use of the GAS’ grounds and equipment, in particular during guided tours and overnight stays, is at the participants’ own risk. The GAS cannot be held liable for the theft or loss of property.

10. Data protection
With their booking participants agree to the information they provide (personal data, events booked, payment practice, conduct) being electronically recorded and used for further purposes worldwide (advertising, information about new offers, to ensure the smooth operation of an event, rejection of application due to bad payment behaviour etc.)

11. Assignment of claims
The assignment of claims against the GAS to a third party requires the GAS’ prior written consent. The GAS is entitled to assign claims against participants to a third party at all times.

12. Early termination of contract
If the GAS should cancel an event on offer during the duration of a contract, it can withdraw from the contract without making itself liable for damages. Early termination of a contract does not release participants from paying the charges due for events already attended. In case of the withdrawal of participants Paragraph 6 applies.

13. Severability Clause
If any provision of this contract is held to be invalid, unfeasible or incomplete, the validity of the remaining provisions shall not be in any way affected. The parties shall replace invalid or unfeasible provisions by similar or equivalent, valid and feasible provisions that correspond to the original legal and economic goals of the parties. The same applies in the case of omissions from the contract.

14. Changes and amendments
The GAS reserves the right to change or amend the present terms and conditions at any time. Participants will be notified of such changes or amendments in writing, electronically or by post. If no written objection is received they will come into force for the event in question, at the latest one month after notification.

15. Applicable law, place of jurisdiction
All dealings between the parties shall be governed exclusively by the laws of Switzerland.
The parties will submit to the exclusive jurisdiction of the courts of Dornach in the Canton of Solothurn, Switzerland, in respect of any dispute or difference between them.
These Terms and Conditions will come into effect on April 12, 2013 and replace all previous versions.