

General Terms and Conditions

I. Introductory provisions

Spolek českých skalničkářů, IČO: 04999401 with registered office: Nábřeží 787/27, 594 01 Velké Meziříčí, hereinafter also referred to as the "Organizer", issues these general terms and conditions "GTC", which also includes the Complaints Procedure and Personal Data Processing.

II. Ticket sales

I. Tickets for the international rock gardening conference are sold via the website www.czrgs.cz.

Article I.

Conference organizer

Conference characteristics and program

The conference is organized by Spolek českých skalničkářů, ID number: 04999401 with registered office: Nábřeží 787/27, 594 01 Velké Meziříčí, registered at the Regional Court in Brno, file number: L 21494.

The characteristics of the conference, the price of participation in the conference (conference fee), the date of the conference, the conference program and other detailed information about the conference (including the time schedule) are available via the website www.czrgs.cz.

The conditions of participation in the conference follow from these business conditions.

Article II.

A conclusion of the contract

By sending the completed registration form, which specifies, among other things, the scope of participation in the conference, the client makes an offer on his own behalf or on behalf of the legal entity he is entitled to act to conclude a contract to ensure participation in the conference under the terms of these registration and business conditions for the persons listed in the registration form.

After delivery of the registration, the organizer will send a PRELIMINARY confirmation to the client by e-mail to the e-mail address specified in the relevant part of the registration form via the automatic system. A PRELIMINARY confirmation is that the customer's offer has been delivered to the organizer. It is not a conclusion of a contract, nor is it a promise to conclude a contract for the provision of services within the meaning of paragraph 1.

The organizer testifies to the right not to conclude a contract with the client.

If the organizer accepts the offer to conclude the contract, within 2 days of delivery of the offer the client will send the client by e-mail to the e-mail address specified in the registration form a request for payment of the conference fee, based on which the customer pays the conference fee; depending on the choice of payment method by the customer, the request contains either payment details for payment by bank transfer. Upon delivery of the invitation, a contract is concluded between the client and the organizer to ensure participation in the conference.

If the contract is concluded, its registration and business conditions form an inseparable part of it.

If the organizer does not confirm to the client within the deadline and in the manner specified in paragraph 4 the acceptance of the offer, the contract is not concluded.

Article III.

Subject of the contract and obligations of the parties

The subject of the contract between the client and the organizer is the provision of participation in the conference for a fee organized by the organizer for the persons designated by the client, to ensure participation in the conference the client is entitled to conclude the contract and in this connection to dispose of their personal data. The characteristics of the conference are listed in the conference decree on the organizer's website. In the following, these registration and business conditions apply.

The basic obligation of the organizer is to ensure for the persons marked by the client to participate in the conference to the agreed extent.

The basic obligation of the customer is to take over the performance and pay the price of services (conference fee) properly, ie in the agreed amount and on time.

Article IV.

Conference fee

The conference fee is charged, invoiced and paid in EURO.

The amount of the conference fee follows from the conference decree. The conference fee includes admission to the conference, conference materials and meals and refreshments specified in the conference program and applies unmistakably to only one registered person - the participant is not entitled to exchange participation with another participant, even for part of the day. The conference fee does not include any parking or accommodation costs.

The conference fee must be paid by the end of the due date prescribed by the organizer on the call for payment of the conference fee.

The conference fee can only be paid by non-cash bank transfer to the organizer's bank account specified in the call for payment of the conference fee.

Payment by bank transfer must be identified by a variable symbol specified by the organizer in the call for payment of the conference fee.

The participant will be admitted to the conference only if the conference fee has been paid in full.

In the case of registration sent 3 days or less before the conference, the payment of the conference fee must be proven by a written confirmation of payment at the registration desk at the conference venue.

If a participant attends a conference without having paid the conference fee, he / she shall pay the conference fee or the remaining part of the conference fee at the registration desk at the conference venue.

After paying the full price of the conference fee, the Provider will send a confirmation of payment and a tax document to the e-mail address specified in the registration form.

The data filled in during registration (invoicing data - ID number, VAT number, address) cannot be changed after the tax document has been issued.

Article V.

Cancellation of participation

Participation in the conference can be canceled only by written notice of the client addressed and delivered to the conference organizer by e-mail.

In case of cancellation of the conference, the following cancellation fees are set:

until the beginning of the 120th day before the conference without cancellation fee;

until the beginning of the 30th day before the conference with a cancellation fee of 50% of the agreed amount of the conference fee for the person whose participation in the conference is canceled;

from the beginning of the 30th day before the conference until the beginning of the 14th day before the conference with a cancellation fee of 75% of the agreed amount of the conference fee for the person whose participation in the conference is canceled;

from the beginning of the 14th day before the conference to the beginning of the conference with a cancellation fee of 100% of the agreed amount of the conference fee for the person whose participation in the conference is canceled.

Participation in the conference cannot be canceled from the beginning of the 14th day before the conference or on the day of the conference. The conference fee or part of it is not refundable in this case. The right to a discount on the conference fee or the right to a substitute performance does not prove to the client. The provisions of this subparagraph shall apply mutatis mutandis to cases where the person who is to attend the conference on the basis of a contract between the client and the organizer does not attend the conference.

Upon cancellation of participation in the conference, when the right to a refund of the conference fee or part thereof arises, the conference fee, or it returns part of it as follows: on the basis of a credit note confirmed by the client, which is issued by the organizer, the conference fee will be returned to the client's account number.

Article VI.

Other conditions

The right is evidenced by the right by written notice or notice made by e-mail to the designated e-mail address of the organizer, or at the place of the conference at the registration desk at the time of the conference before the entry of the person who is to participate in the conference on the basis of the contract between the client and the organizer, change the person who is to attend the conference on the basis of the said contract.

The organizer testifies to the right not to admit the conference participant to the conference premises, even if the full price of the conference fee is paid, if the participant behaves inappropriately, if he is not properly dressed for the given purposes, if he is obviously under the influence of alcohol or other addictive substances, or if it becomes apparent that it will otherwise disrupt the conference.

The organizer testifies to the right to expel the conference participant from the conference premises and prevent him from further participation in the conference if the conference participant behaves inappropriately, ie especially if he disrupts the conference, if he harasses other conference participants, if behave aggressively or destroy equipment at the conference venue.

Failure to admit the conference participant to the conference premises or expulsion of the conference participant from the conference premises does not establish the right to a refund of the conference fee or the right to a discount on the conference fee.

The organizer reserves the right to change the program. You can change the program at any time. It can also be announced during the conference.

The organizer reserves the right to change the conference venue. The change of the conference venue is announced by an e-mail to the customer's e-mail address specified in the registration form.

The organizer reserves the right to change the date of the conference. The change of the date of the conference is announced by e-mail to the e-mail address of the customer specified in the registration form.

A change in the program, a change in the venue, or a change in the date of the conference does not establish a right to withdraw from the contract or a discount on the conference fee.

Further conditions for admitting a participant at the conference may be determined (following the epidemic / pandemic situation) by legislation, emergency and / or protective measures of the Government of the Czech Republic, the Ministry of Health, another public health authority or a public authority endowed with relevant authority. In cases stipulated by legal regulations, extraordinary and / or protective measures, the organizer may not (without proving the fulfillment of the prescribed condition) admit the participant to the conference. In these cases, he is entitled to remove it from the conference venue. Para. 4 of this article shall apply mutatis mutandis.

The organizer testifies to the right to expel the participant from the conference premises and prevent him from further participation in the conference, if it is found after admission to the conference that it does not meet the conditions for admission to the conference stipulated by law, emergency and / or protective measures health, a public health authority or another public authority endowed with the relevant powers. Para. 4 of this article shall apply mutatis mutandis.

Article VII

Protection of personal data

To ensure participation in the conference, the organizer will process personal data of conference participants and the client, or representatives of the customer. Conditions and details concerning the processing and protection of personal data in connection with the implementation of the contract between the customer and the supplier are available [HERE](#).

Within the conference, a photograph, video recording, audio recording or audiovisual recording of the participant and his / her personal expressions can be taken. If this happens, the participant agrees to participate in the conference and grants them an unlimited free license to use locally, temporally and in terms of use by the organizer. Details of the scope of the organizer's right to use personal expressions and the scope of the license granted [HERE](#).

Article VIII.

Complaint

If the customer is dissatisfied with the quality of the service provided, he is obliged to inform the organizer of this fact in writing, or by e-mail.

Complaints can be made no later than the end of the conference. Defective liability claims are extinguished if they are made late.

The organizer will confirm the receipt of the complaint within 2 working days by e-mail.

The organizer reserves the right to review the reasons for the complaint and, if it finds it justified, to propose a solution to the customer.

The organizer undertakes to decide on the complaint immediately, if possible, but no later than within 5 working days. In complex cases where it is necessary to check the reasons for the complaint, eg in the form of distribution of satisfaction questionnaires to other conference participants, the organizer will decide on the complaint no later than 4 weeks from the date of the complaint.

Obstacles created on the part of the customer will not be recognized as a relevant reason for the complaint.

The organizer is not responsible for non-fulfillment of obligations arising from the contract, which occurred as a result of force majeure.

Article IX

Consumer protection

In the case of electronic registration at the conference (ie via the form on the organizer's website), the customer, if he is a consumer, has the right to withdraw from the contract without giving a reason within 14 days. This period begins to run from the day following the day on which the contract was concluded (see Article II, paragraph 4). It is sufficient to comply with this deadline if the withdrawal from the contract was sent to the provider before the expiry of this deadline. If the customer withdraws from the contract in accordance with the above conditions, the provider will return without undue delay, no later than 14 days from the date of receipt of the contract, all payments received from the customer in connection with this contract (paid conference fee or paid so far), in the same way as he received these payments, unless the parties agree otherwise.

In the event that the provision of services has already begun before the expiration of the 14-day period for withdrawal from the contract within the meaning of paragraph 1 of this provision, this was done on the basis of an explicit request (ie on the relevant order) of the customer. is obliged to pay the provider a proportional part of the conference fee corresponding to the price of the services already provided to the client.

In the event that before the expiration of the 14-day period for withdrawal from the contract within the meaning of paragraph 1 of this provision, the ordered services have already been provided to the customer in full, this is based on an explicit request (ie on the relevant order) in such a case, he shall not have the right to withdraw from the contract in accordance with paragraph 1.

After the expiration of the above-mentioned 14-day period, the right to withdraw from the contract concluded via the Internet (by e-mail or in the form on the organizer's website) expires.

The client is obliged to send the request for a change of the contract as well as the withdrawal from the contract to the organizer by e-mail. Withdrawal from the contract is effective upon delivery.

Article X.

Special provisions

The organizers testify to the right to decide on the change of the conference specified in the conference decree, especially in cases where: (i) a crisis measure adopted by a resolution of the Government of the Czech Republic on the basis of Act No. 240/2000 Coll. emergency; (ii) an extraordinary measure ordered by a public health protection authority (eg the Ministry of Health of the Czech Republic; regional hygienic station) on the basis of Act No. 258/2000 Coll., on the protection of public health; and / or (iii) another similar generally binding decision of a government agency will not be possible to hold a conference due to the venue of the conference, the number of participants in the conference and / or for any other reason determined / ordered by the above decisions of the government agency.

The change of the method of holding the conference in the sense of the previous paragraph means in particular the right of the organizer to organize the conference in the form of "on-line conference", where the conference will be transmitted online and to the client resp. The persons designated by the client (conference participants) will be able to actively interact with the lecturers (eg via chat; webcams, etc.).

The organizer will decide on the change of the conference by changing the conference decree and the organizer will notify the client by e-mail to the customer's e-mail address specified by the customer in the registration form no later than 1-2 working days before the conference date. In the decree, the organizer will simultaneously state the technical specifications for joining and participating in the "online conference".

If the organizer decides to change the manner of the conference for the reasons stated in this Article XI., This does not affect his right to payment of the conference fee according to Article IV.

Article XII

Conference cancellation

The organizer testifies to the right to cancel the conference and withdraw from the contract to ensure participation in the conference contract concluded with the client. The organizer will notify the client by e-mail of the cancellation of the conference and withdrawal from the contract by e-mail to the e-mail address specified by the client in the registration form.

In the event of the organizer's withdrawal from the contract pursuant to paragraph 1, the organizer will return the participation fee to the client in full. The fee is returned by transfer to the customer's bank account within 14 days of the cancellation of the conference and withdrawal from the contract. The fee will be credited to the customer's bank account from which the fee was paid, unless another bank account is indicated in writing by the customer.

Article XIII

Final Provisions

The contract cannot be terminated. Withdrawal from the contract is possible only in the cases specified in Article IX. and XII. The provisions of Section 2002 of the Civil Code shall not apply.

Changing the content of the contract concluded between the customer and the supplier is possible only on the basis of a written agreement of the parties.

Unless the GTC stipulate or unless otherwise agreed by the contracting parties, their legal relations are governed by the relevant provisions of the valid legal regulations of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code.

These registration and business conditions come into force and effect from 1 July 2022.

Permission to record and use expressions of a personal nature (license)

If I attend the conference, I agree that:

me and my personal expressions and personal data (portrait / photo, video of my person, video or audio recording of my person and voice and recording and recording of my personal speech as they will be taken at the conference, including transcript of my personal speech) as a passive participant conference organizer within the acquisition of photo documentation, audio and video recording of the conference, including transcripts of personal speeches, recorded for information (via the Internet, print media or otherwise) about the conference, their participants and discussed issues, or information about the organizer's activities, or. for marketing purposes of the organizer towards third parties (use of photographs, etc. for the purposes of advertising the organizer, etc.), and used the records in accordance with the stated purpose free of charge until appeal - in the case of copyright, applies to the possibility of appeal paragraph 2;

me and my speeches and personal data (portrait / photo, video of my person, video or audio recording of my person and voice and recording of my personal speech as they will be taken at the conference, including transcript of my personal speech) as a speaker / active participant conference organizer in the framework of taking photo documentation, audio and video recordings of the conference, including transcripts of personal speeches, recorded for information (via the Internet or print media) about the conference, their participants and issues discussed, or information about the organizer's activities, or. for marketing purposes of the organizer towards third parties (use of photographs, etc. for the purposes of advertising the organizer, etc.), and used the records in accordance with the stated purpose free of charge until appeal - in the case of copyright, applies to the possibility of appeal paragraph 2.

In the case of audio recordings, video recordings, transcripts of audio or video recordings, portraits or photographs, ie all my manifestations of a personal nature, even if they are copyrighted, I grant the organizer consent (or exclusive license in the sense of copyright law) to use them free of charge. (for the entire duration of property rights) for the whole world, including the Czech Republic. Consent is granted unconditionally and without the possibility of revocation (for the entire duration of the property rights) and without restrictions in terms of quantity. The organizer is entitled not to use these personal expressions.

The organizer may grant the authorization forming part of the license under paragraphs 1 and 2, in whole or in part, to a third party (sublicense) or transfer the license to a third party, even for a fee in favor of the organizer.

I acknowledge that without the provision of personal data in the sense of paragraph 1 is not mandatory, but with regard to the organization of the conference, it is not possible to exclude that the person, or. my expressions of a personal nature were not recorded. I therefore accept that, if I wish to attend the conference, I can only give my consent within the meaning of paragraph 1 and, where appropriate, submit to the personal data in question.

More information in relation to the above and your rights are available, among other things, through the contacts available [HERE](#).