

## **GENERAL TERMS AND CONDITIONS EFCAP 2022**

### **Article 1 – Definitions**

- 1.1. Organiser: Sympopna | Leids Congres Bureau
- 1.2. Meeting: EFCAP 2022
- 1.3. Participant: the person who participates in the Meeting referred to in 1.2.

### **Article 2 – Validity of conditions**

- 2.1. These conditions apply to the activity mentioned in 1.2.

### **Article 3 – Work agreements**

- 3.1. The Organiser undertakes to conduct the Meeting to the best of its ability.
- 3.2. In case of negligence on the part of the Organiser in the conduct of the Meeting, the Participant must immediately report this to the Organiser.

### **Article 4 – Copyright reservation**

- 4.1. All materials and graphic or other designs made by or on behalf of the Organiser, made in the context of the implementation of the Meeting, remain the intellectual property of the Organiser.
- 4.2. The Participant may only use all the material or any other work produced and/or made available by the Organiser for his own benefit. It is not permitted, in whole or in part, to reproduce and/or publish material or any other work by means of printing, photocopying, microfilm, video disc, magnetic disc or tape, storage in a consultation system accessible to third parties, or in any other way electronic, mechanical or otherwise. It is not permitted to give this material or any other work to third parties, to sell or to make it available in whole or in part in any other way.

### **Article 5 - Registration and communication activities and privacy**

- 5.1. Registration and communication activities are understood to be the activities performed to communicate with Participants and/or others involved at the Meeting and activities to register Participants and/or others involved for the Meeting. This is done via email, telephone and (web) applications.
- 5.2. The Organiser is not liable for any damage suffered by the Participant as a result of the possible presence of viruses on the information carriers supplied by the Organiser and/or data and/or software and/or files supplied or sent by the Organiser via the internet. The Participant must test the supplied or sent information carriers and/or data and/or software for the presence of viruses. The

Organiser undertakes to do everything in its power to prevent the presence of viruses on this site, by means of the use of up-to-date virus scanners.

5.3. The Organiser handles Participant data with care and guarantees to comply with the requirements of the applicable laws and regulations regarding the processing of personal data. The Organiser processes personal data for the purpose of conducting and preparing the Meeting. For more information about the processing of personal data, see the privacy statement.

5.4. The Organiser undertakes to observe confidentiality when dealing with data that may cause damage to the Participant if third parties become aware of that data, on pain of payment of the damage, including costs incurred.

### Article 6 – Liability

6.1. The Organiser is only liable for damage suffered by the Participant as a result of the non-compliance, late or improper performance of the Meeting in the event of intent or gross negligence on the part of the Organiser.

6.2. The Organiser is not liable towards the Participant for damage caused by third parties involved in the implementation, unless this damage is caused by intent or gross negligence on the part of the Organiser.

6.3. The liability of the Organiser, of the employees of the Organiser and of the persons for whom the Organiser is responsible/liable, for (consequential) damage attributable to the Organiser under Article 6.1, is in all cases limited to a maximum of the invoice value from which the liability arises.

6.4. The Participant is expected to follow the safety instructions and standards. If this observance is refused, the Participant will be fully liable. The Participant will indemnify the Organiser against claims from third parties on this account.

6.5. The Organiser is not liable for damage incurred while attending the Meeting.

### Article 7 – Payment

7.1. The invoices for the registration will be sent by email within one week after registration.

7.2. The total amount owed by the Participant must be paid no later than the 15th day after the invoice date.

7.3. If the payment of the invoice is not received by the Organiser no later than the 15th day after the invoice date, the Participant is in default without further notice of default and owes the statutory interest.

7.4. If the Organiser has to issue a last/repeated reminder in the event of late payment, the Participant will owe an additional € 50.00 excl. VAT in administrative costs.

7.5. If the Participant does not pay the amount after a last reminder, the Participant will owe 100% collection costs of the outstanding amount, without prejudice to the Organiser's authority to collect the claim through judicial means.

## Article 8 – Cancellation

8.1. Cancellation of participation in the Meeting can only be done by email to [efcap2022@sympopna.nl](mailto:efcap2022@sympopna.nl).

8.2. The following will be charged in case of cancellation of registrations made in 2022:

- Until 17 February 2021: bank and/or credit card charges and € 50 administrative fees
- From 17 February until 17 March 2022: 50% of total registration and bank and/or credit card charges
- From 18 March 2022: No refund

Cancellations of registrations made before 2022 cannot be refunded.

In the event of a no-show, the payment obligation remains. In the event of payment on account, the claim will remain unchanged in the event of cancellation.

8.3. If the Participant is unable to attend, a substitute, if not already registered for the relevant Meeting, is welcome at the Meeting. This does not entail any additional costs. The Participant notifies the replacement by email, in which the following information is included: the full name, email address, position, name of the organization and telephone number of the replacement.

8.4. An administration fee of € 50.00 excl. VAT will be charged if a change in your registration results in an adjustment of the invoice.

8.5. In the event of insufficient registrations for the Meeting, the Organiser has the right to cancel the Meeting without being obliged to pay refund, compensation or costs.

8.6 In the event the Meeting cannot be physically held due to force majeure, the Organiser has the right to either cancel the Meeting or change the Meeting into an online conference without being obliged to pay refund, compensation or costs.

## Article 9 – Complaints

9.1. Complaints by the Participant with regard to the quality of the activities by the Organiser can only be made in writing, no later than 14 days after the end of the Meeting organized by the Organiser on behalf of the Organiser as stated in Article 1.2.

9.2. Complaints do not suspend the Participant's payment obligations.

## Article 10 – Force majeure

10.1. Force majeure is understood to mean any circumstance that is independent of the will of the Organiser, which permanently or temporarily prevents the Organiser from preparing and conducting the Meeting, regardless of whether they were foreseeable at the time of the agreement or not, and insofar as this has not already including war, threat of war, civil war, pandemic, riot, strike, worker lockout, transportation difficulties, fire and other serious disturbances within the business of the Organiser or its suppliers.

10.2. In the event of force majeure, the Organiser will try to determine another time or day for holding a part of the Meeting, or move the entire Meeting to another day and/or time. If the force majeure affects an entire Meeting and there is no reasonable prospect of an early start or resumption, the Organiser has the right to transform the Meeting into an online alternative or cancel in writing and the obligations of the Organiser and the Participant mutually lapse without any compensation.

10.3. The Organiser is not obliged to fulfil any obligation in the event of force majeure. The costs of moving or shifting as a result of force majeure will not be passed on to the Participant.

10.4. The Organiser are not obliged to repeat the Meeting for Participants who were unable to attend.

### **Article 11 - Exclusion from participation**

11.1. The Organiser is authorized to deny access to the Meeting until payment has been made or security has been provided by the Participant.

11.2. The Organiser has the right to exclude Participants who by their behaviour or who otherwise impede the normal course of a Meeting to the detriment of their co-Participants, from further participation in the Meeting. Exclusion does not affect the obligation to pay the registration fee.

### **Article 12 – Consent images and footage**

12.1. By registering for the Meeting the Participant consents to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, advertising, inclusion on websites, social media, or any other purpose by the Organiser, its sponsors/exhibitors and its affiliates and representatives. Images, photos and/or videos may be used to promote similar events in the future.

### **Article 13 - Applicable law and disputes**

13.1. Dutch law applies to the agreements.

13.2. All disputes about the agreement or its implementation, including the applicability of these terms and conditions, will be settled exclusively by the competent court within the District Court of The Hague, even if the Participant does not live in the Netherlands.

### **EFCAP 2022 CONGRESS SECRETARIAT**

#### **Sympopna | Leids Congres Bureau**

Lammenschansweg 144 | 2321 JX Leiden

The Netherlands | +31 71 2020 303

[efcap2022@sympopna.nl](mailto:efcap2022@sympopna.nl) | [www.efcap2022.com](http://www.efcap2022.com)