

## General Terms and Conditions ECHA 2022

### Article 1 – Definitions

- 1.1. Organiser: NTCN
- 1.2. The Bureau: By ease | Leids Congres Bureau
- 1.3. Meeting: 18<sup>th</sup> ECHA Conference (ECHA 2022), for which the Bureau provides support to the Organisation.
- 1.4. Participant: the person who participates in the Meeting referred to in 1.3.

### Article 2 – Validity of conditions

- 2.1. These conditions apply to the activity mentioned in 1.3.

### Article 3 – Work agreements

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

### Article 4 – Copyright reservation

- 4.1. All materials and graphic or other designs made by or on behalf of the Bureau, 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 Bureau 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 e-mail, telephone and (web) applications.
- 5.2. The Bureau and the Organiser are 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 Bureau and/or data and/or software and/or files supplied or sent by the Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau.

6.2. The Bureau 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 Bureau.

6.3. The liability of the Bureau, of the employees of the Bureau and of the persons for whom the Bureau is responsible/liable, for (consequential) damage attributable to the Bureau 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 Bureau against claims from third parties on this account.

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

### **Article 7 – Payment**

7.1. The total amount owed by the Participant can be paid online upon registration or by bank transfer after the registration.

7.2. The invoices to the Participant or the group coordinator will be sent by e-mail within one week after registration.

7.5. If payment of the invoice is not received by the Bureau within 15 days after the invoice date, the Participant is in default and owes the statutory interest without further notice.

7.5. The Participant is obliged to provide security at the first demand of the Bureau for what the Participant owes or will owe to the Bureau.

7.6. If the Bureau 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.

7.7. If the Participant does not pay the amount even after a last reminder, the Participant will owe 100% collection costs of the outstanding amount, without prejudice to the Bureau'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 [info@echa2022.org](mailto:info@echa2022.org).

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

Until 30 March 2022:	Bank and credit card charges and € 50 administrative fees
Until 30 June 2022:	50% of total registration
From 1 July 2022:	No refund

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 Meeting, is welcome at the Meeting. This does not entail any additional costs. The Participant notifies the replacement by e-mail, 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 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 Bureau can only be made in writing, no later than 14 days after the end of the Meeting organized by the Bureau on behalf of the Bureau 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 Bureau and the Organiser, which permanently or temporarily prevents the Bureau 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 Bureau 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 Bureau, the Organiser and the Participant mutually lapse without any compensation.

10.3. The Bureau and the Organiser are not obliged to fulfill 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 Bureau and 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 and the Bureau are authorized to deny access to the Meeting until payment has been made or security has been provided by the Participant.

11.2. The Organiser and the Bureau have the right to exclude Participants who by their behavior 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, the Bureau, 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 is not established in the Netherlands.

### **CONFERENCE SECRETARIAT ECHA 2022**

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