

ESTIV2020

GENERAL TERMS AND CONDITIONS

ARTICLE 1: APPLICABILITY

1. These general terms and conditions shall apply to the meeting and all submitted abstracts, applications, registrations and payments of the meeting (see below).
2. Any terms departing from or supplementing these general conditions shall only be valid insofar as they are agreed in writing.
3. The application of the general conditions or purchase conditions of participants at meetings is expressly rejected.
4. In the event of one or more provisions of these general conditions at any time proving to be wholly or partly void or being wholly or partly voided, the remaining provisions of these general conditions shall remain fully in force.

ARTICLE 2: DEFINITIONS

1. The organiser of the congress, The European Society of Toxicology In Vitro (ESTIV) (referred to below as “the organiser”) has engaged Klinkhamer Group B.V. (referred to below as “KG”), which has its registered office in Maastricht and is registered in the Commercial Register under number 51668777 as the official congress secretariat of the meeting.
2. **Participant:** a natural or legal person having entered into an agreement for participation in a meeting.
3. **Meeting:** a conference, symposium, seminar or other business (or other) meeting. In this case the 21st international congress of the European Society of Toxicology In Vitro (ESTIV2020).
4. **Agreement:** a participant’s application to register for a meeting. Such applications may only be made using KG’s online registration forms linked to the website for the meeting. The agreement is expressly entered into between the participant and the organiser. KG has only a facilitating role here.
5. **Fee:** the agreed financial contribution per participant for participation in a meeting.

ARTICLE 3: PAYMENT OBLIGATION AND AGREEMENT

1. The obligation to pay the fee shall come into existence when the agreement is entered into, being the moment when the participant applies to register, unless their application is not approved by the organiser.
2. The participant only has the right to participate in the meeting once KG has received the fee.
3. Participants expressly grant KG permission to process and update the personal and other data they make available as a participant. These details shall be processed with the greatest care and shall not be made available to third parties except with the participant’s express permission, except to the organiser.
4. Unless you have objected to this, the organiser will keep you informed of new developments concerning the meeting via e-mail newsletters. There are no costs associated with these newsletters. You can have your personal data deleted at any time by sending an e-mail to helpdesk@klinkhamergroup.com
5. To protect your personal data, KG shall take suitable technical and organisational measures to safeguard your personal data against loss or any form of unlawful processing. Your personal and business

details shall not be stored by KG for longer than is necessary and permitted by law.

ARTICLE 4: PAYMENT OF FEES

1. After entering into the agreement, the participant may pay online or the participant will receive an invoice from KG on behalf of the organiser for the fee payable for participation in the meeting. The invoice shall state a period within which payment must be made. If no payment period is stated, the period shall be thirty days from the date of the invoice. If payment is not made in time, the participant shall be in default.
2. If payment is not made on time, in full or at all, the participant shall owe, in addition to the fee owed, all additional costs incurred by the organiser and/or parties engaged by it in connection with collecting the debt.
3. The participant shall not be entitled to delay payment or to apply any set-off.
4. Invoices and correspondence shall be sent to the e-mail and/or postal address supplied by the participant.
5. If it appears that the participant has paid the fee more than once in the end, the excess amount in fees paid shall be reimbursed to the participant by funds transfer after the end of the meeting.
6. Payments can only be done in Euro. KG will not accept cheques. All fees must be paid prior to the congress.

ARTICLE 5: CANCELLATION OF THE AGREEMENT / INABILITY TO ATTEND

1. All cancellations or changes must be sent to Klinkhamer Group | conferences & events in writing (e-mail: helpdesk@klinkhamergroup.com).
2. Cancellations received before or on 1 March 2020 will be fully refunded minus a € 50,00 administration fee. Cancellations received after 1 March 2020 but before or on 1 April 2020 will be refunded 50% of the registration fee minus a € 50,00 administration fee. No refund will be made for cancellations received after 1 April 2020 or registered participants who fail to attend. No refunds will be made in case of cancelled sessions or programme changes.
3. Cancellation can only take place by written notification to KG, for which you will receive confirmation of receipt. If you have not received confirmation of receipt from KG, the agreement has not been cancelled.
4. If the participant is not present or only participates in the meeting in part, no refund of the fee is possible and the obligation to pay remains.

ARTICLE 6: PROGRAMME CHANGES / DATE CHANGES / CANCELLATION

1. In the event of changes to the programme, speakers, content, date or location of the meeting or if the meeting is cancelled, the organiser shall determine whether there shall be a right to a refund of the fee or dissolution of the agreement.
2. KG shall have no role in deciding whether or not the fee is refunded or the agreement dissolved.

ARTICLE 7: LIABILITY

1. KG nor the organiser shall not be liable for the correctness, completeness, content or scope of the information presented at a meeting, but shall endeavour to use the website for the meeting and possibly other means to provide the best and most careful possible information about the content of the meeting.
2. KG excludes all liability for the situations referred to in Article 6 of these general conditions.
3. Any liability of KG or the organiser to participants in the meeting shall be limited in all cases to the amount paid out in the relevant case under any professional indemnity insurance arranged by KG or the organiser. If and to the extent that KG or the organiser has no professional indemnity insurance or none that is valid or covers the circumstances in question, or if and to the extent that the insurance does not pay out for whatever reason, any liability of KG or the organiser to the participants shall be excluded.
4. This limitation on liability shall not apply in the event of any deliberate action or gross negligence on the part of KG or the organiser.

ARTICLE 8: INTELLECTUAL PROPERTY

1. The agreement with the participant in no way has the effect of transferring any intellectual property rights in relation to the information presented in the context of the meeting, or any licence rights.
2. KG will record your details for the purposes of holding the meeting. KG will not pass your details to third parties, unless we are under an obligation to do so pursuant to the law or a court order.

ARTICLE 9: APPLICABLE LAW AND COMPETENT COURT

1. All agreements and meetings to which these conditions apply shall be governed exclusively by the laws of the country in which the organiser has its registered office under its articles of association.
2. All disputes arising out of or connected with an agreement or a meeting to which these conditions apply, shall be adjudicated at first instance exclusively by the competent court in the country in which the organiser has its registered office under its articles of association.

ARTICLE 10: OTHER PROVISIONS

1. KG's registration modules make use of cookies.
2. When attending the meeting please be informed that you may be filmed or photographed at any time (e.g. in the session rooms, or in the poster and exhibition area) and any presentation you deliver may be recorded. When entering the agreement the participant confirms and agrees to the publication of the above-mentioned photo or video's.
3. KG or the client reserves the right to amend these conditions. Amendments shall be published on our website or made known to you by e-mail.
4. In all cases not provided for by the agreement or these general conditions, KG or the client shall decide.

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