

# Terms and Conditions – Congress Consultants

## 1. GENERAL

1.1 In these standard terms and conditions:

**Agreement:** means any contract between Congress Consultants and the Contracting Party;

**Category low currency countries:** A country that is classified as a B-, C- or D-country, based on the World Bank Classification. The classification can be found on the following website:

<https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>

The division of countries is set up as followed:

- (i) B-Country: Upper-Middle Income Economies;
- (ii) C-Country: Lower-Middle Income Economies;
- (iii) D-Country: Low Income Economies.

**Clause:** means a clause in these Terms and Conditions;

**Client:** means each natural person or legal entity negotiating about the formation of a Service Agreement;

**Congress Consultants:** means the private limited company, Congress Consultants B.V., having its statutory registered office and place of business in Arnhem, the Netherlands, and registered with the Chamber of Commerce under Number 10033753. The post address is: P.O. Box 30016, 6803 AA Arnhem, The Netherlands;

**Contracting Party:** means the party named as such on the Registration Form and/or the Client;

**Credit Card:** means the credit card specified by the Contracting Party on the Registration Form;

**Discounted Registration Fee:** means a reduced Registration Fee applicable to Contracting Party's that are eligible for this;

**EAU:** means the European Association of Urology;

**EAU Registration Website:** means the website of the EAU on which the Registration Form can be found;

**EAU Event Website:** means the website of the event on which all information regarding the event can be found;

**ESU Courses:** means sessions for which an additional fee per course is payable, as advertised on the EAU Registration Website;

**Event:** means any congress organized by Congress Consultants including the Annual Congress;

**Event Date(s):** means the date(s) on which the Event will take place according to the EAU Registration Website;

**Event Venue:** means the location where the Event will take place according to the EAU Event Website;

**In-person registration:** means a registration with physical access to the Event;

**Online-only registration:** means a registration for the event with only access to the provided online content of the Event;

**Profession:** the current occupation of the Contracting Party;

**Proof of status:** means an official letter on letter-headed paper issued and signed by the statutory managing director of the Contracting Party, confirming the current profession of the Contracting Party;

**Registration Fee:** means the fee to be paid by the Contracting Party for attendance at the Event;

**Registration Form:** means the Event registration form entitled as such on the EAU Registration Website submitted by the Contracting Party;

**Terms and Conditions:** means these standard terms and conditions of Congress Consultants;

**Virtual Platform:** means the digital environment of the Event on which the Event can be followed;

**Writing:** means in writing or electronically or both.

## 1.2 In an Agreement:

- (iv) the singular includes the plural and vice versa;
- (v) references to gender include references to all genders;
- (vi) unless otherwise stated, references to clauses are to clauses of an Agreement;
- (vii) the clause headings are for reference only and will not affect an construction or interpretation of an Agreement; and
- (viii) references to statutes, any statutory instrument, regulation or order will be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

- 1.3 These Terms and Conditions apply to any offer, quotation, Registration Form, confirmation of an order, confirmation of a registration, an Agreement and any related act or legal act on the part of Congress Consultants and the Contracting Party.
- 1.4 In the event of contrariety between an Agreement and the Terms and Conditions, an Agreement prevails.
- 1.5 Congress Consultants rejects explicitly the applicability of the Contracting Party's standard terms and conditions, by whatever name.
- 1.6 If one or more stipulations or a part of a stipulation in these Terms and Conditions is void or not applicable, the effect and validity of the other stipulations remain intact.
- 1.7 If Congress Consultants does not demand strict compliance with these Terms and Conditions, it does not lose, as a result, its right to demand strict compliance at a later date or in a different case.
- 1.8 If one or more stipulations of the Terms and Conditions are not consistent with the type of Agreement to which the Terms and Conditions are declared to apply, the other stipulations of the Terms and Conditions remain in full force.
- 1.9 Congress Consultants has the right to unilaterally amend the Terms and Conditions, which amended Terms and Conditions take effect on the notified date and after the amended Terms and Conditions are sent to the Contracting Party.
- 1.10 Any deviation from these Terms and Conditions and from an Agreement is only valid if explicitly set out in Writing by Congress Consultants, or its authorized representative, and applies until the day on which Congress Consultants revokes it.
- 1.11 The Contracting Party will not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of Congress Consultants. Congress Consultants may assign, transfer or sub-contract any of its rights or obligations hereunder without the prior written consent of the Contracting Party.

## **2. THE FORMATION OF AN AGREEMENT**

- 2.1 The Registration Form submitted by the Contracting Party on the EAU Registration Website relating to an Event will be deemed to be an offer by the Contracting Party to attend the Event. An Agreement regarding the attendance of an Event is only formed if Congress Consultants sends a notification in Writing to the Contracting Party confirming that the Contracting Party's Registration Form has been accepted. Within a reasonable time after concluding an Agreement regarding the attendance of an Event, Congress Consultants will reserve a place for the Contracting Party to attend the Event on the terms of the relevant registration specified on the Contracting Party's Registration Form.

2.2 A Service Agreement is only formed if both Congress Consultants and the Client conclude a Service Agreement in Writing or if Congress Consultants sends the Client a confirmation of order which then serves as an accurate and complete representation of a Service Agreement concluded between Congress Consultants and the Client.

2.3 Article 6:227b (1) of the Dutch Civil Code does not apply.

### **3. EVENT**

3.1 Congress Consultants will hold the Event at the Event Venue on the Event Date(s).

3.2 Congress Consultants has the right, at any time and for any reason, to change a planned physical event into a virtual event which can be attended virtually via an electronic connection. The Contracting Party does not have the right of repayment of the Fees in so far as Congress Consultants makes use of its authority as described in this Clause 3.2.

3.3 Congress Consultants has the right, at any time and for any reason, to change the date(s) of the planned physical or virtual event. The Contracting Party does not have the right of repayment of the Fees in so far as Congress Consultants makes use of its authority as described in this Clause 3.2.

### **4. REGISTRATION FEE**

4.1 Congress Consultants and the Contracting Party acknowledge that different Registration Fees are available for attendance at the Event. The amounts and regulations of the Registration Fees are set out on the EAU Registration Website.

4.2 If the Contracting Party applies for a Discounted Registration fee based on the selected profession on the EAU Registration Website, he may benefit from this Discounted Registration Fee if the following conditions are satisfied:

- (i) a Proof of status is submitted with the Contracting Party's Registration Form. Or send by e-mail to the EAU Registration Department before the start of the Event.

4.3 If the Contracting Party is currently working in a Category low currency countries, he may benefit from a Discounted Registration Fee if the following conditions are satisfied:

- (i) the Contracting Party is currently working in a Category low currency country, and able to proof this if requested by Congress Consultants; and
- (ii) the Contracting Party is not sponsored by a commercial company; and
- (iii) the Contracting Party is an active member of the EAU.

- 4.4 If the Contracting Party is press, he may benefit from a Discounted Registration Fee if the following conditions are satisfied:
- (i) the Contracting Party is a journalist and medical/science writer; and
  - (ii) a valid press card is submitted with the Contracting Party's Registration Form; and
  - (iii) 2 articles are submitted with the Contracting Party's Registration Form
  - (iv) A letter from the company for whom the Contracting Party is writing for, which confirms that working status of the Contracting Party.

## **5. HOUSING**

- 5.1 No housing is arranged for Clients.

## **6. PRICE AND PAYMENT**

- 6.1 In consideration of Congress Consultants providing the Contracting Party with the opportunity to attend the Event, the Contracting Party will pay Congress Consultants the Registration Fee. The applicable Registration Fee can be found on the EAU Registration Website relating to the Event and in the confirmation of registration.
- 6.2 All Fees are expressed in Euro (€) and include the VAT rate that applies for that Event. Other expenses (including but not limited to transport costs) and the statutory taxes, duties and charges are not included in the Fees and are at the expense of the Contracting Party. The Contracting Party bears the foreign exchange risk in case of payment in a foreign currency.
- 6.3 All payments must be received within:
- (i) 30 days after invoice date; and
  - (ii) no later than 5 working days after the stated Registration Fee deadline on the EAU Registration Website; and
  - (iii) at least before the start of the Event.
- 6.4 The Contracting Party shall pay the Registration Fee by bank transfer or by Credit Card. All payments must be made in Euro including VAT. The payment deadlines as mentioned in Clause 6.3 are final. The Client must pay the invoiced amount without any deduction, discount or setoff and the Client does not have the right to suspend a payment obligation it has with respect to Congress Consultants.
- 6.5 A payment by bank transfer must be done:  
in the name of: "Congress Consultants"  
to the bank account IBAN number: NL94INGB0655501533; and  
Swift/ BIC: INGBNL2A; and  
quoting the Registration reference number.

- 6.6 If a payment term is exceeded, a discount provided to the Contracting Party is cancelled, the Contracting Party is immediately in default and any claim Congress Consultants has for whatever reason against the Contracting Party becomes immediately due and payable. In addition, the Contracting party must pay an interest of 1.5% per month on the outstanding amount for a term starting on the invoice's due date and ending on the day of payment in full of the outstanding amount. In addition, any judicial and extrajudicial costs to collect the amount due in case of overdue payment are at the expense of the Contracting Party. The extrajudicial costs are set at 25% of the principal amount, VAT included, with a minimum amount of €250,- without prejudice to Congress Consultants' right to demand compensation of the actual costs incurred should they be higher.
- 6.7 A complaint about an invoice must be submitted to Congress Consultants in Writing within a term of eight (8) days starting on the day after the invoice date. When this term has expired, a complaint will not be pursued and the Contracting Party forfeits its right to complain. A complaint does not prejudice the payment obligation.

## **7. OBLIGATION TO NOTIFY**

- 7.1 The Contracting Party will immediately notify Congress Consultants in Writing of any changes to the information relating to an Agreement.

## **8. NAME CHANGE**

- 8.1 The Contracting Party may change the name of a Registration under the following conditions:
- (i) the Registration contains more than 1 person; and
  - (ii) a name change for a Registration of a Contracting Party will be permitted until the deadline as stated on the Event Website;
  - (iii) after the stated deadline it's no longer possible to submit a name change.
- 8.2 The name change will be submitted in Writing and either delivered personally or sent by recorded delivery or via electronic mail to Congress Consultants at its address as set out in Clause 1.1 of these Terms and Conditions.
- 8.3 Congress Consultants will charge an administrative fee to the Contracting Party of € 40.00 per name change.

## **9. CANCELLATION**

- 9.1 The Contracting Party may cancel his registration by sending a notice of such cancellation to Congress Consultants.

- 9.2 The cancellation notice will be made in Writing and either delivered personally or sent by recorded delivery or via electronic mail to Congress Consultants at its address as set out in Clause 1.1 of these Terms and Conditions.
- 9.3 In the absence of evidence of receipt, receipt will be deemed to have been duly given:
- (i) if delivered personally, when left at the address as set out in Clause 1.1 of these Terms and Conditions; or
  - (ii) if sent by recorded delivery, at the time recorded by the delivery agent; or
  - (iii) if sent by electronic mail, at the time of receipt (for the avoidance of doubt all electronic mail should be sent with a read receipt notification request).
- 9.4 In the event that Congress Consultants receives the Contracting Party's cancellation notice: the deadlines as stated on the Event website apply. The following cancellation penalties apply, when the cancellation notice is received by:
- (i) the first deadline, Congress Consultants will refund the Contracting Party with the Registration Fee less a € 70.00 administrative fee (incl. VAT);
  - (ii) the second deadline, Congress Consultants will refund the Contracting Party 50% of the Registration Fee;
  - (iii) the final (third) deadline, no refund will be payable to the Contracting Party.
- 9.5 In the event of the Online-only registration it is possible to change the registration type from online-only attendance to in-person attendance. The following penalties apply, when the change notice is received:
- (i) The registration fee for the in-person attendance, of the moment of receiving the notice, applies. The registration fees are mentioned on the Event website;
  - (ii) No administrative fee applies
- 9.6 In the event of the in-person registration type it is possible to change the registration type from in-person attendance to online-only attendance at the event. The following penalties apply, when the change notice is received:
- (i) Congress Consultants will refund the Contracting Party with the Registration fee less the registration fee for the online-only registration type; and
  - (ii) Less an administrative fee of € 70.00

## **10. WARRANTIES**

- 10.1 The Contracting Party warrants to Congress Consultants that the information stipulated in an Agreement and any updated information submitted to Congress Consultants in accordance with Clause 7 is true, complete and accurate.
- 10.2 The Contracting Party warrants to Congress Consultants that it is authorised to provide Congress Consultants with the Credit Card for payment of the Registration Fee.

- 10.3 Save as expressly specified in an Agreement, all terms, conditions, warranties, representations, or guarantees, whether express or implied, relating to the performance, quality or fitness for purpose of any part of the goods and/or services provided by Congress Consultants under an Agreement are, to the fullest extent permitted by law, hereby excluded.

## **11. LIABILITY**

- 11.1 Congress Consultants is not liable for any loss or damage incurred by the Contracting Party, except insofar as this loss or damage is a direct result of intent or deliberate recklessness on the part of Congress Consultants.
- 11.2 Notwithstanding the stipulation of Clause 11.1, the liability on the part of Congress Consultants is always limited to the amount of the Fees.
- 11.3 Notwithstanding the stipulation of Clause 11.1, Congress Consultants will in no event be liable to the Contracting Party for any of the following however and whenever arising of whatever the cause thereof and which arises directly or indirectly:
- (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) loss of revenue; or
  - (iv) loss of data; or
  - (v) loss of goodwill; or
  - (vi) loss of anticipated savings; or
  - (vii) any special, indirect, consequential or pure economic loss, damage, costs or expense.
- 11.4 The Contracting Party indemnifies Congress Consultants against claims of any third party that might be directly or indirectly related to a breach of obligations by the Contracting Party.

## **12. TERMINATION AND SUSPENSION**

- 12.1 Notwithstanding any other provision of an Agreement, and without prejudice to any other rights that Congress Consultants has the right to suspend further performance of its obligations under an Agreement and has the right to terminate an Agreement by written notice to the Contracting Party if any of the following events occur:
- (i) if the Contracting Party is in material breach of a provision of an Agreement or these Terms and Conditions; or
  - (ii) if the Contracting Party (being an individual) has a statutory demand or bankruptcy order made against him or makes an arrangement or composition



with creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) enters into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with its creditors or any analogous proceedings or procedure, or is otherwise insolvent or ceases or threatens to cease to trade; or

(iii) if the Contracting Party dies.

12.2 Termination or suspension of an Agreement will be without prejudice to any accrued rights or obligations of either party.

12.3 Congress Consultants will terminate and/or suspend an Agreement under the conditions mentioned in Clause 12.1 by sending a notice of such termination or suspension to the Contracting Party.

12.4 The termination notice and suspension notice will be made in Writing and either delivered personally or sent by recorded delivery or via electronic mail to the Contracting Party at its address as set out in an Agreement.

12.5 In absence of evidence of receipt, receipt will be deemed to have been given:

- (i) if delivered personally, when left at the address referred to in Clause 12.4; or
- (ii) if sent by recorded delivery, at the time recorded by the delivery agent; or
- (iii) if sent by electronic mail, at the time of receipt (for the avoidance of doubt all electronic mail should be sent with a read receipt notification request).

### **13. FORCE MAJEURE**

13.1 If Congress Consultants is unable to meet its obligations with respect to the Contracting Party on account of a force majeure event, the term within which Congress Consultants must meet its obligations is extended. Furthermore, in case of force majeure, Congress Consultants has the right to defer or to cancel the Event.

13.2 In case of force majeure, the Contracting Party does not have a right to compensation. Furthermore, the Contracting Party does not have the right of repayment of the Fees.

13.3 In addition to what is understood to be a force majeure event, force majeure is deemed to refer in any case but not limited to acts of God, war or national emergency, acts of terrorism and its consequences, strike, lock-out, fire, explosion, flood riots, civil disturbance, actions taken part of the government, industrial disputes, natural and nuclear disaster, epidemics, health's risks and pandemics or other cause beyond the reasonable control of Congress Consultants.

## **14. DATA PROTECTION**

14.1 Congress Consultants will process personal information (“Information”) as defined in Dutch law as clauses 10 & 13 of the Dutch Constitution and the Wet Bescherming Persoonsgegevens provided by the Contracting Party to Congress Consultants in accordance with applicable data protection law and this Clause 0. The Contracting Party consents to Congress Consultants using Information as follows:

- (i) Congress Consultants will obtain, record, store and use Information as necessary in connection with the Event including transfer of Information to employees, agents and third parties as required for this purpose;
- (ii) Congress Consultants may transfer its business assets (which includes Information) on re-organisation, sale or merger of the whole or any part of its business;
- (iii) Congress Consultants reserves the right to process Information as required for marketing purposes, to obtain legal advice, comply with legal requirements, enforce or apply any agreements (including an Agreement) and protect the rights, property or safety of Congress Consultants, its employees, its clients and others;
- (iv) Congress Consultants may transfer Information outside the European Economic Area for any of the purposes listed in this Clause 0.

14.2 If Congress Consultants intends to process Information other than as set out above the Contracting Party will receive notice and be given the opportunity to decline the processing.

## **15. INTELLECTUAL PROPERTY**

15.1 The intellectual property rights on or in connection with services during the Event performed or made available by Congress Consultants within the framework of an Agreement, including but not limited to the products, information, models, templates, concepts, tools, documents, drawings, stamps, auxiliary, products, knowledge, materials, source codes and custom software, belong at all times to Congress Consultants.

15.2 Intellectual property rights vested in the materials, documents, logos, brands, et cetera made available to the Contracting Party by Congress Consultants within the framework of an Agreement are reserved at all times and remain the property of Congress Consultants. The Contracting Party is only permitted to place promotional photos and/or videos of an Event on its website and/or on or in other forms of (social) media after prior written permission from Congress Consultants.

## **16. NONDISCLOSURE**

- 16.1 The Contracting Party and its internal and external staff as well as the companies contracted by the Contracting Party and their internal and external staff are obliged to maintain secrecy about all the information of which the Contracting Party knows or should reasonably have known that it concerns confidential information and only to use that information for the performance of an Agreement.
- 16.2 Confidential information includes in any event: personal data, information that is traceable to Congress Consultants' other clients, processes and Congress Consultants' company information and the intellectual property and other rights made available by Congress Consultants and which form the basis of the Event, such as designs, drafts, recommendations, simulations, models etc.
- 16.3 If the Contracting Party violates any stipulation in this Clause 0, it must pay to Congress Consultants an immediately due and payable penalty of €10.000 for each violation and without an additional default notice being required, notwithstanding the right of Congress Consultants to demand full compensation.

## **17. DISPUTE RESOLUTION PROCEDURE**

- 17.1 If any dispute arises out of or in connection with an Agreement and these Terms and Conditions, a representative of each party with authority to settle the dispute will, within 21 days of a written request from one party to the other, respond in Writing in an effort to resolve the dispute.
- 17.2 If the dispute is not resolved within said correspondence, either party may commence legal proceedings. Any dispute arising out of or in connection with these Terms and Conditions and an Agreement, including regarding the existence or validity of these Terms and Conditions and an Agreement, and any obligations arising out of or in connection with these Terms and Conditions and an Agreement shall be submitted exclusively to the court of Gelderland, location Arnhem, the Netherlands.

## **18. APPLICABLE LAW**

These Terms and Conditions (including this Clause) and an Agreement and any obligations arising out of or in connection with it are governed by and shall be exclusively construed in accordance with the laws of the Netherlands.

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