

Terms & Conditions - Congress Consultants

1. DEFINITIONS

1.1 In the Agreement the following words and phrases have the following meanings:

Agreement: the Congress Terms and the Registration Form;

Applicant: the party named as such on the Registration Form;

Applicant Credit Card: the credit card specified by the Applicant on the Registration Form;

Cancellation Notice: has the meaning given in clause 3.8;

Category low currency countries:

Afghanistan, Albania, American Samoa, Angola, Anguilla, Armenia, Bangladesh, Belize, Benin, Bhutan, Bolivia, Bosnia and Herzegovina, Burkina Faso, Burma, Burundi, Cabo Verde, Cambodia, Cameroon, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Cote d'Ivoire, Cuba, Djibouti, Dominica, Ecuador, Egypt, El Salvador, Eritrea, Eswatini, Ethiopia, Fiji, Gambia, Georgia, Ghana, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, India, Indonesia, Jamaica, Jordan, Kenya, Kiribati, Kosovo, Kyrgyzstan, Laos, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Marshall Islands, Mauritania, Federated States of Micronesia, Moldova, Mongolia, Morocco, Mozambique, Namibia, Nauru, Nepal, Nicaragua, Niger, Nigeria, Niue, North Korea, Pakistan, Papua New Guinea, Paraguay, Peru, Philippines, Rwanda, Saint Helena and Tristan da Cunha, Saint Lucia, Saint Vincent and the Grenadines, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Africa, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Tanzania, Timor-Leste, Togo, Tokelau, Tonga, Tunisia, Tuvalu, Uganda, Ukraine, Uzbekistan, Vanuatu, Vietnam, Wallis and Futuna, West Bank, Western Sahara, Yemen, Zambia, Zimbabwe.

Category low currency countries: For nationals of Category low currency countries currently working in a Category low currency countries, reduced registration fees are available only to non-sponsored EAU members from low currency countries and can apply for financial support (not for travel grants). This support applies to registration and ESU Courses only.

Support requests have to meet 3 criteria:

Rules for support:

1. member of the EAU
2. not sponsored by commercial company
3. GDP under 12.500 USD (see <https://www.cia.gov/library/publications/the-world-factbook/rankorder/2004rank.html>)
4. request should be received before 16 January 2019

Congress Consultants B.V.: (Professional Congress Organiser)

Registered office:

Congress Consultants B.V.,
Mr. E.N. van Kleffensstraat 5,
6842 CV Arnhem
The Netherlands

Post address:

Congress Consultants B.V
PO Box 30016
6803 AA Arnhem
The Netherlands

Congresses: The 34th Annual EAU Congress, Barcelona, the 19th International Meeting of the European Association of Urology Nurses.

Congress Dates: 15-19 March 2019;

Congress Package: available to all Applicants and includes: participation in all scientific sessions; attend the Opening Ceremony and Networking Reception; attend the technical exhibition; obtain all congress documents/ congress bag; obtain a public transportation pass.

Congress Rate: the appropriate registration fee payable (exclusive of any applicable sales tax) on submission of the Applicant's Registration Form (and the Eligibility Document if applicable), please find [here](#).

Everybody who participates in the 34th Annual EAU Congress will be charged with 21% VAT in accordance with the Spanish Law.

Congress Rate VAT: Please note that the fees indicated do include the VAT. The current VAT rate is based on EU VAT regulations and may vary depending on person, company and country.

Congress Terms: these terms and conditions;

Congress Venue:

Fira Gran Via

Access North/Hall 8

c/ Foc 37

08038 Barcelona, Spain

Congress Website: <https://eaucongress.uroweb.org/>

Delegate: the Applicant;

ESU Courses: sessions for which an additional fee per course is payable, as advertised on the Congress website;

EAUN: 20th International Meeting of the European Association of Urology Nurses: the registration fees available only to Nurses on receipt of the Proof of status and includes: participation in the Nurses Program, attend the Opening Ceremony and Networking Reception; attend the technical exhibition; obtain all congress documents/ congress bag; obtain a public transportation pass.

Nurses Registration: reduced registration fees available only to Nurses for the Congress Package, on receipt of the Proof of Status;

Resident / Ph.D. Researcher non EAU member Registration: reduced registration fees available only to Resident / Ph.D. Researcher non EAU member on receipt of the Proof of status;

Ph.D. Researcher EAU affiliated member Registration: reduced registration fees available only to Resident / Ph.D. Researcher non EAU member on receipt of the Proof of status;

Medical student non EAU member Registration: reduced registration fees available only to medical students non EAU member on receipt of the Proof of status;

Press Registration: reduced registration fees available only to Press on receipt of a copy of the press card dated 2018/2019 or the original assignment letter.

Proof of status: an official letter on letter-headed paper issued by the Head of Department in which the Applicant is working, confirming the Applicant's entitlement to the appropriate reduced Congress Rate;

Registration Fee: the Congress Rate;

Registration Form: the 34th Annual EAU Congress registration form entitled as such on the EAU registration website relating to the Congresses;

1.2 In the Agreement:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to gender include references to all genders;

1.2.3 unless otherwise stated, references to clauses are to clauses of the Agreement;

1.2.4 the clause headings are for reference only and will not affect the construction or interpretation of the Agreement; and

1.2.5 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 In the event of conflict, the Congress Terms will prevail over the Registration Form.

2. APPLICATION OF TERMS

2.1 The Registration Form submitted by the Applicant on the Congress Website will be deemed to be an offer by the Applicant for the Delegate to attend the Congress subject to the terms and conditions of these Congress Terms. The Applicant's offer will be accepted upon Congress Consultants B.V. sending written notification to the Applicant confirming that the Applicant's Registration Form has been accepted.

Unless otherwise to entirely or in part, and in writing, the terms and conditions declared to be applicable in article 2.1. shall consequently be accepted by the client when the applicant submitted the registration form.

2.2 Conditions of purchase or other conditions maintained by the applicant shall therefore, without the explicit acknowledgement of Congress Consultants B.V., never apply to the agreement referred to herein.

3. CONGRESS

3.1 Congress Consultants B.V. will hold the Congress at the Congress Venue on the Congress Dates.

3.2 The parties acknowledge that a number of registration fees are available to prospective delegates for attendance at the Congress.

3.3 The Delegate may benefit from the Resident / Ph.D. Researcher/ Medical student non EAU member Registration if the following conditions are satisfied:

- (i) the Delegate is a registrar or a trainee; and
- (ii) the Proof of status is submitted with the Applicant's Registration Form.

3.4 The Delegate may benefit from the Category low currency countries if the following conditions are satisfied:

- (i) the Delegate is a National of a Category low currency countries currently working in a Category low currency countries; and
- (ii) is not sponsored by commercial company; and
- (iii) is a member of the EAU; and
- (iv) the Support request is received before 16 January 2019

3.5 The Delegate may benefit from the Nurses Registration or the Nurses Program Registration if the following conditions are satisfied:

- (i) the Delegate is a nurse; and
- (ii) the Proof of status is submitted with the Applicant's Registration Form.

3.6 The Delegate may benefit from the Press Registration if the following conditions are satisfied:

- (i) the Delegate is a Journalist and medical/science writer; and
- (ii) the Proof of status is submitted with the Applicant's Registration Form.

3.7 Upon payment of the Registration Fee and, if applicable, upon receipt of satisfactory Proof of status (as determined by Congress Consultants B.V. in its sole opinion), Congress Consultants B.V. will send the Applicant written notice confirming that the Applicant's Registration Form has been accepted (in accordance with clause 2.1), and Congress Consultants B.V. will then reserve a place for the Delegate to attend the Congress on the terms of the relevant registration specified on the Applicant's Registration Form.

3.8 The Applicant may cancel his registration by sending written notice of such cancellation ("**Cancellation Notice**") to the Congress Consultants B.V. Registration Team.

3.9 In the event that Congress Consultants B.V. receives the Applicant's Cancellation Notice:

- (i) till 15 January 2019, Congress Consultants B.V. will refund the Applicant with the Registration Fee less a € 60.50 administrative fee (excl. VAT);

- (ii) between 16 January 2019 and 12 February 2019 , Congress Consultants B.V. will refund the Applicant 50% of the registration fee
- (iii) after 12 February 2019, no refund will be payable to the Applicant;
- (iv) a name change for an Individual Registration will be permitted on or before 12 February 2019, on payment of € 25.00 administrative fee (excl. VAT);
- (v) no name changes for an Individual Registration will be permitted after 12 February 2019.
- (vi) a name change for a Group Registration will be permitted on or before 15 January 2019, free of charge;
- (vii) a name change for a Group Registration will be permitted between 16 January and 12 February 2019, on payment of a € 25.00 administrative fee (excl. VAT);
- (viii) no name changes for a Group Registration will be permitted after 12 February 2019.

Special name change arrangements apply to gold and platinum sponsors of the 34th Annual EAU Congress.

3.10 The parties acknowledge that each delegate contract relating to the Congress is deemed to be separate and independent to other delegate contracts (including the Agreement) and that any variation and/ or waiver to a third party delegate contract will not affect the parties' rights and obligations under the Agreement unless such variation and/ or waiver is made in accordance with the terms of the Agreement.

3.11 The Applicant will immediately notify Congress Consultants B.V. in writing of any changes to the information submitted by the Applicant on the Registration Form.

3.12 The Applicants registration for the EAU 34th Annual Congress and the 20th International Meeting of the European Association of Urology Nurses shall not become effective before the Congress Consultants BV received the full registration fee.

4. PRICE AND PAYMENT

4.1 In consideration of Congress Consultants B.V. providing the Delegate with the opportunity to attend the Congress, the Applicant will pay Congress Consultants B.V. the Registration Fee.

4.2 The Applicant will submit payment of the Registration Fee with his Registration Form.

4.3 The Applicant hereby irrevocably authorises Congress Consultants B.V. to charge the Registration Fee to the Applicant Credit Card in accordance with clause 4.2. or;

4.4 The Applicant will submit payment of the Registration Fee by bank transfer:

Congress Consultants B.V. – EAU Barcelona 2019

Account no. 65.55.01.533

IBAN: NL94INGB0655501533

Swift/ BIC: INGBNL2A

ING Bank

Jansplein 56

6811 GD Arnhem

The Netherlands

Registration reference number and delegate's name must be quoted on the bank transfer to ensure payment is allocated correct.

5. WARRANTIES

5.1 The Applicant warrants to Congress Consultants B.V. that the information stipulated by the Applicant on the Registration Form and any updated information submitted to Congress Consultants B.V. in accordance with clause 3.11 is true, complete and accurate.

5.2 The Applicant warrants to Congress Consultants B.V. that it is authorised to provide Congress Consultants B.V. with the Applicant Credit Card for payment of the Registration Fee.

5.3 Save as expressly specified in the 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 B.V. under the Agreement are, to the fullest extent permitted by law, hereby excluded.

6. LIABILITY

6.1 Nothing in this clause shall operate so as to restrict or exclude the liability of any party in relation to death or personal injury caused by the negligence or liability for fraudulent misrepresentation of that party or its servants, agents or employees or to restrict or exclude any other liability of either party which cannot be so or excluded in law.

6.2 In other cases, the entire financial liability of Congress Consultants B.V. in respect of all or any breaches of the Agreement or of any other duty to the Applicant or for negligence in connection with the subject matter of the Agreement will be limited to the amount of the Registration Fee.

6.3 Subject to clause 6.1, in no event will Congress Consultants B.V. be liable to the Applicant for any of the following however and whenever arising of whatever the cause thereof and which arises directly or indirectly:

6.3.1 loss of profits; or

6.3.2 loss of business; or

6.3.3 loss of revenue; or

6.3.4 loss of data; or

6.3.5 loss of goodwill; or

6.3.6 loss of anticipated savings; or

6.3.7 any special, indirect, consequential or pure economic loss, damage, costs or expense.

6.4 The Applicant will indemnify Congress Consultants B.V. forthwith upon demand in respect of any loss, damage, cost or expense suffered or incurred by Congress Consultants B.V. as a result of the Applicant breaching any of its obligations in the Agreement or as a result of a negligent act of the Applicant.

7. TERMINATION

7.1 Notwithstanding any other provision of the Agreement, and without prejudice to any other rights that Congress Consultants B.V. may have, Congress Consultants B.V. may forthwith terminate the Agreement by written notice to the Applicant if any of the following events occur:

7.1.1 if the Applicant is in material breach of a provision of the Agreement and fails to remedy such breach (if capable of remedy) within 14 days of having received written notice of breach; or

7.1.2 if the Applicant (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.

7.2 Termination of the Agreement will be without prejudice to any accrued rights or obligations of either party.

8. FORCE MAJEURE

8.1 Neither party shall be liable or shall be in default of its obligations if such default is the result of acts of God, war or national emergency, acts of terrorism and its consequences, strike, lock-

out, fire, explosion, flood riots, civil disturbance, industrial disputes, natural and nuclear disaster, epidemics, health's risks and pandemics or other cause beyond the reasonable control of the party affected.

8.2 Congress Consultants B.V. reserves the right to defer or to cancel the Congress (without liability to the Applicant) in the event of a Force Majeure.

9. DATA PROTECTION

9.1 Congress Consultants B.V. will process personal information ("Information") as defined in in Dutch law as article 10 & 13 of Dutch Constitution and the Wet Bescherming Persoonsgegevens provided by the Applicant to Congress Consultants B.V. in accordance with applicable data protection law and this clause 9. The Applicant consents to Congress Consultants B.V. using Information as follows:

9.1.1 Congress Consultants B.V. will obtain, record, store and use Information as necessary in connection with the Congress including transfer of Information to employees, agents and third parties as required for this purpose;

9.1.2 Congress Consultants B.V. may transfer its business assets (which includes Information) on re-organisation, sale or merger of the whole or any part of its business;

9.1.3 Congress Consultants B.V. 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 the Agreement) and protect the rights, property or safety of Congress Consultants B.V., its employees, its clients and others;

9.1.4 Congress Consultants B.V. may transfer Information outside the European Economic Area for any of the purposes listed in this clause 8.

9.2 If Congress Consultants B.V. intends to process Information other than as set out above the Applicant will receive notice and be given the opportunity to decline the processing.

10. GENERAL

Agreement and modification

10.1 Any change in terms of this Agreement shall be valid only if the change is made in writing, agreed and signed by the parties. The Agreement contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them, and the parties confirm that they have not entered into the Agreement on the basis of any representations that are not expressly incorporated in the Agreement. Nothing in the Agreement will operate to limit or exclude any liability for fraud.

Rights of third parties

10.2 No amendment to the Agreement will be binding unless made in writing and signed by an authorised signatory of each party.

10.3 The Applicant 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 B.V.

Congress Consultants B.V. may assign, transfer or sub-contract any of its rights or obligations hereunder without the prior written consent of the Applicant.

Waiver

10.4 No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this agreement

10.5 The parties respectively will and will procure that any other necessary party will execute all such documents and do all acts and things as may reasonably be required to secure each of the obligations of the parties under the Agreement.

10.6 None of the provisions of the Agreement are intended to or will operate to confer any benefit pursuant to Dutch Civil Code (Burgelijk Wetboek) on a person who is not named as a party to the Agreement.

Term

10.7 If any provision of the Agreement is held to be void or unenforceable in whole or in part, the Agreement will continue to be valid as to the other provisions thereof and the remainder of the affected provision.

10.8 The Agreement will be binding on and will continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties.

10.9 All provisions of the Agreement will, so far as they are capable of being performed and observed, continue in full force and effect notwithstanding any expiry or earlier termination.

10.10 Nothing in the Agreement is intended to, or shall be deemed to, constitute a contract of employment.

Cancellation or termination of the agreement

10.11 Any notice to effect cancellation, suspension or termination of the whole or any part of the Agreement:

10.11.1 will be made in writing and either delivered personally or sent by recorded delivery or via electronic mail, to the party to whom the notice is addressed at its address as set out in the Agreement or such other address as a party may specify by notice in writing to the other party;

10.11.2 in the absence of evidence of earlier receipt, receipt will be deemed to have been duly given:

- (i) if delivered personally, when left at the address referred to in clause 10.11.1; 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).

10.12 For the avoidance of doubt electronic mail will be deemed to be “writing” for the purpose of the Agreement but this will not prejudice the express requirements for delivery of notices under clause 10.11.

11. DISPUTE RESOLUTION PROCEDURE

If any dispute arises in connection with the Agreement, 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. If the dispute is not resolved within said correspondence, either party may commence legal proceedings. All disputes regarding this agreement, or any other agreement which was entered into by the parties, shall be decided by the competent court in Arnhem in accordance with the laws of the Netherlands.

12. APPLICABLE LAW

The Agreement will be governed by and construed in accordance with the Dutch laws and subject only to clause 10, the parties submit to the exclusive jurisdiction of the Dutch courts for the resolution of any dispute.