

# GENERAL CONDITIONS

REGISTRATION USING KLINKHAMER INSIGHT MODULES



KLINKHAMER  
GROUP

## ARTICLE 1: APPLICABILITY

1. These general conditions shall apply to all applications, registrations and payments made through the Klinkhamer Insight module developed by KCM.
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. In organising the event for the local organizing committee (referred to below as 'the client') has engaged Klinkhamer Conference Management B.V. (referred to below as 'KCM'), which has its registered office in Maastricht and is registered in the Commercial Register under number 51668777.
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.
4. Agreement: a participant's application to register for a meeting. Such applications may only be made using Klinkhamer Insight's online registration forms linked to the website for the meeting. The agreement is expressly entered into between the participant and the client. KCM 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 client.
2. The participant only has the right to participate in the meeting once KCM has received the fee.
3. Participants expressly grant KCM 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 client and, in analogue form, to sponsors of the meeting.
4. Unless you have objected to this, the client will keep you informed of new developments concerning the meeting via email newsletters. There are no costs associated with these newsletters. You can have your personal data deleted at any time by sending an email or a letter to [helpdesk@klinkhamergroup.com](mailto:helpdesk@klinkhamergroup.com)
5. To protect your personal data, KCM 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 KCM 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 KCM on behalf of the client 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 client 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 email 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.

## ARTICLE 5: CANCELLATION OF THE AGREEMENT / INABILITY TO ATTEND

1. Cancellation can only take place by written notification to KCM, for which you will receive confirmation of receipt. If you have not received confirmation of receipt from KCM, the agreement has not been cancelled.
2. For the precise cancellation conditions relating to the meeting, KCM always refers, on behalf of the client, to the relevant page of the website for the meeting and/or the client.
3. 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 client shall determine whether there shall be a right to a refund of the fee or dissolution of the agreement.
2. KCM shall have no role in deciding whether or not the fee is refunded or the agreement dissolved.

**ARTICLE 7: LIABILITY**

1. KCM 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. KCM excludes all liability for the situations referred to in Article 6 of these general conditions.
3. Any liability of KCM to participants in this conference shall be limited in all cases to the amount paid out in the relevant case under any professional indemnity insurance arranged by KCM. If and to the extent that KCM 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 KCM 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 KCM.

**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. KCM will record your details for the purposes of holding the meeting. Your details may be used by KCM to inform you of relevant products and services offered by KCM. Your details may also be made available to those with partner status in relation to the meeting. If you object to this or wish to correct or have access to your details, you may contact us. KCM 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 client 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 client has its registered office under its articles of association.

**ARTICLE 10: OTHER PROVISIONS**

1. KCM's registration modules make use of cookies.
2. KCM reserves the right to amend these conditions. Amendments shall be published on our website or made known to you by email.
3. In all cases not provided for by the agreement or these general conditions, KCM shall decide.

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