

# General Terms and Conditions

## ARTICLE 1: GENERAL

### 1. Definitions

In these General Terms and Conditions unless the context otherwise requires:

- a. "Agreement" means any agreement entered into by the EAIE with a Contact including, but not limited to, agreements regarding a service, publication, membership, promotion, the participation in or attendance of an Event (as defined below);
- b. "Contact" means any third party, including members, participants, Contributors, sponsors or advertisers being either natural persons, legal entities or not incorporated companies, regardless of whether or not the EAIE has, or is about to, enter into an Agreement with them;
- c. "Contributor" means a person who provides their expertise by inter alia speaking, training and/or writing for the EAIE or at Events;
- d. "EAIE" means the European Association for International Education, as defined below;
- e. "European Association for International Education" means an association incorporated under the laws of the Netherlands and registered at the Chamber of Commerce under number 40536784 and with registered address at Herengracht 487, 1017 BT Amsterdam, the Netherlands;
- f. "Event" means any activity organised by the EAIE;
- g. "General Terms and Conditions" means these General Terms and Conditions as registered at the Chamber of Commerce of Amsterdam under number 40536784;
- h. "Member" means a person (consumer or non-consumer) accepted and registered for Membership by the EAIE, and whose Membership fees have been paid up to date;
- i. "Membership" means membership of the EAIE;
- j. "Non-member" means a person (consumer or non-consumer) who has not been registered for EAIE membership or who has been registered for EAIE membership, but whose membership fees have not been paid up to date;
- k. "Participant" means a person who is accepted and registered for an Event;
- l. "Expert Community" means a specialised interest group with an elected Steering group to which a member can affiliate;
- m. "Website" means the website of the EAIE: [www.eaie.org](http://www.eaie.org).

### 2. These General Terms and Conditions are applicable:

- a. to all agreements, quotations or offers the EAIE enters into, or makes with third parties;
- b. insofar as possible on the usage of the Website;
- c. to registration for Events; and
- d. to services provided by the EAIE and Membership of the EAIE.

3. Any terms and conditions of third parties shall remain applicable insofar as they are not in conflict with these General Terms and Conditions and if the EAIE has explicitly agreed that such third party terms and conditions are applicable. If and when the provisions in the terms and conditions specified by third parties deviate from the provisions laid down in these General Terms and Conditions of the EAIE, the provisions in these General Terms and Conditions shall be binding.
4. If there is a conflict or inconsistency between any provision of these General Terms and Conditions and the content of any Agreement entered into by the EAIE, it is at the EAIE's sole discretion to determine if the provisions of these General Terms and Conditions will prevail or those of the Agreement to the extent required to resolve such conflict or inconsistency.
5. The EAIE reserves the right to change any of its General Terms and Conditions at any time and without notice.

## **ARTICLE 2: MEMBERSHIP OF EAIE**

1. Any Contact interested in the aim of the EAIE may apply for Membership. The EAIE is authorised to accept applications for Membership.
2. In accordance with its bylaws and articles of association, the EAIE reserves the right to refuse Membership to a Contact, if the EAIE deems it to be contrary to the interest of the EAIE or its Members to accept the application for Membership.
3. The Membership is individual and not institutional.
4. Membership runs from 1 January until 31 December. The fee payable for a Membership will be calculated per calendar year (1 January to 31 December of any year) and will be a fixed yearly payable amount, meaning that notwithstanding the fact that a Membership can start at any moment during a calendar year the fee payable will be the same as for a whole calendar year. The Membership fees may be altered from year to year at the sole discretion of the EAIE.
5. A Member is granted certain benefits.
6. Any benefit granted to a Member is a strictly personal license to use the benefit during the term of the Membership. Meaning this license is non-transferable, exclusive, revocable and with no right to grant a sub-license.
7. Member benefits which can only be accessed by using a code, key or other personal identification token, are provided to a Member for personal use only. Meaning a Member shall at all times refrain from making the aforementioned tool available (actively or passively) in any way to a Non-member. Furthermore a Member shall store, use and dispose of the tool with due care and attention. A Member is fully responsible and liable to the EAIE for any loss or damages resulting from the misuse and/or loss of the tool.
8. The EAIE reserves the right to alter, reduce, stop, terminate, end or make a Member cease the use of a Member benefit at any time and at the EAIE's sole discretion.

9. If the Membership is terminated for any reason whatsoever, the license and right to use any Member benefit is terminated immediately. To the extent possible, any items provided to a Member in order to make the Member benefit available must be returned to the EAIE for the account and risk of the (former) Member.
10. The EAIE is not liable or responsible for activities, decisions and/or information provided by, and/or omissions of the Expert Communities.

### **ARTICLE 3: EVENTS**

1. The EAIE organises Events in which Contacts may participate.
2. Registration for an Event has to be done in the manner organised by the EAIE. The registration for an Event is completed once the EAIE confirms the registration in writing, at which point an Agreement is deemed to be concluded. The EAIE has the right to refuse that a Contact be registered for and/or attend an Event.
3. All registrations for Events are done online through the Website. Online payment is required at the same time as online registration for all Events. Under special circumstances where online registration is deemed by the EAIE not to be possible, an invoice will be issued with respect to the Event and must be paid immediately. If payment of the outstanding sum (including administrative costs and interest, if charged) is not made immediately and still not after the lapse of a subsequent payment period set by the EAIE in an e-mail, the EAIE has the right to charge for any judicial and/or extra-judicial costs incurred.
4. Participation in any Event organised by the EAIE is at the risk of the Contact. The EAIE is not responsible or liable for damages, of any nature whatsoever, caused to a Contact during an Event or travelling to or/from an Event.
5. A Contact participating in an Event, in any way whatsoever, acknowledges that the obligation of the EAIE to organise the Event is not an obligation to achieve any result for the Contact. Subject to other clauses of these General Terms and Conditions, the obligations of the EAIE with respect to a Contact is limited to the responsibility to register and inform the Contact of the Event and registration for the Event.
6. The EAIE reserves the right to alter or cancel, without prior notice, any of the arrangements relating directly or indirectly to an Event, for any circumstances beyond the EAIE's reasonable control. This includes the cancellation of an Event itself. The EAIE will not accept liability for any losses and/or damages registered participants may suffer on account of any alteration or cancellation.
7. Participants must arrange adequate travel, personal liability and health insurance prior to an Event.

8. Registered Participants of an Event can cancel their participation free of charge up until 7 weeks before the start of an Event (hereinafter referred to as the "Cancellation Deadline").
9. Participants of an Event who cancel their participation after the Cancellation Deadline but before the Registration Deadline (as defined below), will be charged a cancellation fee of 50% of the general participation fee regardless of whether payment has been received or not. Fees for additional activities such as networking events will not be refunded.
10. Participants of an Event who cancel their participation less than 3 weeks before the start of the Event (hereinafter referred to as the "Registration Deadline") or who do not show up at the Event, will be charged the full fee.
11. No exceptions to the cancellation policy as set out herein will be made in the event that a Participant's visa application is declined.
12. If, at the sole discretion of the EAIE, an Event does not receive a sufficient number of Participants, the EAIE may, at its sole discretion, decide to cancel the Event. The EAIE will do this by notifying registered Participants of the Event in writing by sending an email to the email address as provided by them, no later than 6 weeks before the start of the Event. All registered Participants will receive a full refund of any registration fees paid. The EAIE cannot be held liable for any other costs incurred by Participants such as flight tickets.
13. The EAIE reserves the right to expel a Participant from further participation in an Event should the EAIE, at its sole discretion, deem the Participant's behaviour inappropriate, disruptive or offensive to other Participants, Contributors or the employees of the EAIE in any way whatsoever. No refund of the participation fee will be given to a Participant should they be expelled from an Event.
14. Obtaining a visa and all the associated costs is the sole responsibility of the Participant. The EAIE cannot assist in the visa application process other than to offer a Participant a so-called "Letter of Invitation". It is at the EAIE's sole discretion to decide whether or not to offer such a letter. If the EAIE provides a "Letter of Invitation" this does not imply any responsibility, liability or sponsorship by the EAIE for the Participant. The Participant must refrain from any action or behaviour suggesting that the EAIE is or will be responsible and/or liable for and/or sponsoring the Participant.
15. The EAIE reserves the right to hire or contract third parties to co-organise or organise (parts of) an Event. The possibility exists that the general terms and conditions of such third parties may also be applicable to the Agreement with a Contact attending such Event.
16. Besides the content of these General Terms and Conditions, all information, guidelines, policies and rules as provided on the Website concerning Events is applicable to Events and to a Contact participating in an Event.

#### **ARTICLE 4: PROMOTION**

1. The EAIE offers three types of promotional activities: advertising, sponsoring and EAIE exhibitions, together referred to as "Promotions" or separately as a "Promotion".

2. Besides the content of these General Terms and Conditions all information, guidelines, policies and rules on the Website concerning Promotions are applicable to, and valid with respect to, any kind of Promotion.
3. Cancellations by a Contact have to be done in writing to the EAIE as per the Agreement entered into with them.
4. The EAIE has the right to cancel any Promotion agreed upon. The EAIE may and shall use this right specifically if any Promotion discriminates on the basis of race, gender, religion, sexual orientation, political conviction, or national or ethnic origin or if any Promotion conflicts with the aims and values of the EAIE.
5. The EAIE is not liable or responsible for any failure to insert any Promotion.
6. The EAIE has the sole discretion to decide on the positioning of Promotions.
7. Acceptance of a Promotion does not imply endorsement thereof by the EAIE.
8. The EAIE reserves the right to refuse any application for a Promotion for any reason including, but not limited to, a product, service or business practice that is not consistent with the EAIE's mission and vision.

#### **ARTICLE 5: WEBSITE**

1. No part of the Website may be reproduced, stored in a retrieval system of any nature, modified, transmitted or made available in any form or by any means, without prior written consent of the EAIE. This clause is also applicable on the use of contact details, personal information or other information of the Participants of an Event. Meaning that any Member and/or Participant information made available on the Website, or elsewhere, may not be used by any Contact for any purpose whatsoever without the prior written consent of the EAIE.
2. The EAIE endeavours to ensure the accuracy and correctness of the information, data, names and publications on the Website. The EAIE is not liable or responsible for any inaccuracies and the damages or losses resulting therefrom. The EAIE is not liable or responsible for the content of information delivered by a Contact and shown on, or sold through, the Website.
3. Specific terms and conditions are applicable on the use of the Website which can be found in the terms of use /privacy policy as published on the Website.

#### **ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS**

1. All intellectual property rights with respect to contributions including publications, material used for Events and duplicated by or on behalf of the EAIE are owned fully by the EAIE unless otherwise mentioned or agreed upon. Contacts may only use the EAIE-owned material with prior and specific written consent from the EAIE. The EAIE is not responsible for conference handouts and/or presentations from the individual speakers.
2. To the extent necessary all Members and/or other Contacts are obliged to transfer any intellectual property rights on materials created and to be used by

or on behalf of the EAIE and/or at an Event, to the EAIE, which transfer will be accepted by the EAIE.

3. A Contact must notify the EAIE in writing of any claim or infringement by an outside party of the EAIE's intellectual property rights. The EAIE must be notified within 48 hours of the Contact becoming aware of the claim or infringement. The Contact must also provide the EAIE with all information on the claim or infringement and must assist the EAIE in every way possible regarding legal action, making defences or negotiating on settlements.
4. A Contact may not change any materials which are subject to the EAIE's intellectual property rights.
5. The EAIE reserves the right, at its sole and absolute discretion, to use the films, audio and recording and/or photographs of a Contact in any media without first obtaining the consent of the Contact and without making any payment whatsoever to the Contact for publicity, advertising, trade or promotion purposes.
6. The EAIE reserves the right to use comments made, or evaluations provided by Contacts on an anonymous basis for the purposes of publicity and promoting its products and services.
7. Members are allowed to publish their Membership on the condition that they make clear that they are a Member on an individual basis and not as an organisation. The EAIE is allowed to publish the name, institution, country and position of Members in a Member directory.
8. The EAIE is allowed to publish the name, institution, country and position of Contacts on a list of participants for certain Events. Contacts approve such publication by registration for an Event.
9. Contacts are prohibited from implying that the EAIE has reviewed or endorsed their programmes or activities.

## **ARTICLE 7: PURCHASES**

### **Concluding of Agreements**

1. Quotes made to the EAIE are not binding on the EAIE and should be regarded as invitations to make a quote. Quotes from the EAIE are valid for 30 days unless mentioned and/or agreed otherwise. All quotes must be received by mail or e-mail.
2. The prices mentioned in the quote must be in Euro and exclude VAT and transport costs. Prices do not automatically apply on repeat orders.
3. An Agreement is deemed to be concluded when the Contact receives written confirmation, including but not limited to a message by e-mail, from the EAIE.
4. The EAIE has the right to reject a quote from a Contact for any reason whatsoever. The EAIE will send the Contact a notice stating that no Agreement will be concluded.

### **The right of a consumer to dissolve an Agreement concluded by using the Website**

5. Pursuant to article 7:46d of the Dutch Civil Code (Burgerlijk Wetboek), a Contact, being a consumer, who has concluded an Agreement with the EAIE using the Website, has the right to dissolve the Agreement within 7 days of the delivery of the publication without providing a reason, unless otherwise agreed. This right does not exist if the delivery is done by sending a document (e.g pdf) by e-mail to a Contact.
6. The term for dissolution starts from the moment the publication is delivered. If the term lapses without the publication being returned to the EAIE, the Agreement will be deemed to be final.
7. If the Contact who is also a consumer wants to return the publication, the Contact must notify the EAIE thereof within 7 days of the delivery of the publication.
8. The Contact carries the burden of proof for the publication being returned in time (ultimately 9 working days after delivery).
9. The return of the publication will be for the risk and cost of the Contact.
10. The publication must be returned in its original package with the seal unbroken. If the publication is used or damaged, the Contact loses his right to dissolve the Agreement as mentioned in this section 5.
11. After receiving and checking the publication, the EAIE will confirm the return of the publication and the dissolution of the Agreement to the Contact.
12. The EAIE will return the purchase price to the Contact free of charge within 30 days after the confirmation mentioned in the previous paragraph.

### **Delivery**

13. If the publication purchased is damaged during delivery, the Contact may return the product within 30 days of receipt for a full refund or replacement publication. The EAIE will only pay the return shipping costs if the return is a result of an error of the EAIE. The EAIE will not refund or accept publications that are returned more than 30 days after receipt.
14. Other than in circumstances as described in paragraphs 5 and 13, the EAIE cannot refund and accept returns if:
  - a. publications are not in their original condition and in their original packaging;
  - b. publications are damaged, other than during delivery, or are missing parts;
  - c. books or magazines have been opened or if the seal has been broken; and/or
  - d. publications are delivered by sending an email with a hyperlink to the publication, with a document to download (.pdf or similar) or any other non-hard copy method of providing a document is used.
15. If an Agreement concerns multiple publications the EAIE can decide whether to deliver and invoice each publication separately or together.
16. If the EAIE has not confirmed the Agreement in writing, the delivery and acceptance prove the existence and enforcement date of the Agreement.
17. Delivery of a publication and passing of the risk for a publication take place by transfer of the publication to a professional transporter. Publications are packed in a manner which reasonably ensures that they are protected against damage

and deterioration. Publications are delivered to the address provided by the Contact as their delivery address. The Contact bears the risk for any inaccuracies or incompleteness of the Contact's delivery address.

18. A Contact is obliged to accept the delivery of the publication at the moment on which the delivery takes place or at the moment on which the publication is made available to them.
19. In case a Contact refuses to accept the delivery or is negligent with providing information necessary for the delivery, the publications will be held for the account and risk of the Contact by the EAIE as from the agreed delivery date. All costs arising from the agreed delivery are for account of the Contact.
20. Terms of delivery mentioned by the EAIE are approximations only and are never definitive terms.
21. If the agreed delivery term has lapsed without delivery taking place owing to circumstances under the control of the EAIE and the EAIE has given notice to the Contact of these circumstances, the agreed delivery term will automatically be extended by 2 weeks.
22. If the delivery date is postponed or changed owing to circumstances under the control of the EAIE the Contact may not refuse the delivery of the publications or suspend the fulfilment of its obligations under the Agreement. The EAIE is not liable for damages that arise as a consequence of the postponement or change of the delivery date.

### **Payment**

23. All payments must be made in Euro or as otherwise specified by the EAIE.  
Payment for publications is required on all orders before they can be dispatched.

### **ARTICLE 8: MISCELLANEOUS**

1. The EAIE is under no circumstance liable for damages and/or misrepresentations caused by Contacts hired by the EAIE to fulfil its obligations pursuant to an Agreement.
2. In these General Terms and Conditions Force Majeur has the meaning of Force Majeur as stated in Dutch law and Dutch case law, and includes all circumstances beyond the control of the EAIE also if they were foreseeable at the time the Agreement was concluded, resulting in the EAIE not being able to fulfil its obligations, and includes but is not limited to strikes, riots, transportation problems, fires, terrorism, natural disasters, disruptions in the organisation of the EAIE or its suppliers.
3. If the EAIE can be held liable, other than for intentional acts or gross negligence, the total liability of the EAIE will be limited to the amount which the EAIE can claim and has received from its insurer. The EAIE will under no circumstances be liable for indirect damages such as loss of profits and/or interest.
4. The EAIE is not liable for any personal injury or death of a Contact arising during or in connection with the fulfilment of an Agreement.



5. Dutch law is applicable on these General Terms and Conditions as well as on every Agreement concluded between the EAIE and a Contact. The applicability of the Vienna Sales Convention is excluded on all Agreement and these General Terms and Conditions.
6. Only a competent court in Amsterdam has jurisdiction on disputes between the EAIE and a Contact arising out of an Agreement or these General Terms and Conditions.
7. If any disputes arise between a Contact and the EAIE based upon the construction and/or validity of an Agreement and/or the performance of the parties under an Agreement, parties have the obligation to try and reach an amicable settlement by agreement or escalation to appropriate levels of management. Only after a failed attempt to reach a settlement can parties start proceedings in the courts of Amsterdam, the Netherlands.
8. These General Terms and Conditions are filed at the office of the Chamber of Commerce in Amsterdam. The last filed version of these General Terms and Conditions is applicable on Agreements or *casu quo* the version which was filed during the conclusion of an Agreement.
9. If any of the clauses or part of a clause of these General Terms and Conditions is, or becomes, invalid or non-binding, the parties shall remain bound by all other clauses or the remaining part of the clause. In that event, the parties shall replace the invalid or non-binding clause by clauses that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding clause, given the contents and purpose of the General Terms and Conditions.