

ESTIV APPLIED TRAINING COURSES GENERAL TERMS AND CONDITIONS



ARTICLE 1: APPLICABILITY

1. These general terms and conditions shall apply to the ESTIV Applied training course further referenced as a training course and all submitted applications, registrations and payments of the meeting (see below).
2. Any terms departing from or supplementing these general conditions shall only be valid in so far 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 training course is The European Society of Toxicology In Vitro (ESTIV) (referred to below as “the Organiser”).
2. Since training courses are organised as international meetings at variable locations, ESTIV may opt to collaborate with a local committee of scientist (further referred as “the LOC”) in order to have access to the optimal infrastructure required for the course organisation.
3. Participant: a natural or legal person having entered into an agreement for participation in a training course.
4. Agreement: a participant’s application to register for a meeting. Such applications may only be made using online registration forms linked to the website for the meeting. The agreement is expressly entered into between the participant and the organiser. LOC has only a facilitating role.
5. Fee: the agreed financial contribution per participant for participation in a training course.

ARTICLE 3: REGISTRATION, ADMISION, OBLIGATIONS AND GDPR AGREEMENTS

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. All bookings must be made online via registration system available at ESTIV and/or LOC webpage.
3. Spaces for Applied ESTIV courses are limited and will be allocated on a ‘first come first served’ basis. You are strongly advised to book early to secure a place.
4. The participant only has the right to participate in the meeting once ESTIV has received the fee.
5. Participants expressly grant ESTIV and LOC 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.
6. 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 email to training@estiv.org.

7. To protect your personal data, ESTIV shall take suitable technical and organisational measures to safeguard your personal data against loss or any form of unlawful processing.
8. Your personal and business details shall not be stored by ESTIV or LOC 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 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 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.
6. Payments can only be done in Euro. ESTIV will not accept cheques.
7. All fees must be paid prior to the training course.

ARTICLE 5: CANCELLATION OF THE AGREEMENT / INABILITY TO ATTEND / PROGRAMME CHANGES / DATE CHANGES

1. All cancellations or changes must be sent to ESTIV (e-mail: training@estiv.org).
2. Cancellations received latest one month before the training course will be fully refunded minus a € 50,00 administration fee. Cancellations received after that period will be refunded 50% of the registration fee minus a € 50,00 administration fee. No refund will be made for cancellations received 7 days before the start of the training course. No refunds will be made in case of speaker changes.
3. Cancellation can only take place by written notification to ESTIV, for which you will receive confirmation of receipt. If you have not received confirmation of receipt from ESTIV or LOC, the agreement has not been cancelled.
4. If the participant is not present or only participates in the training course in part, no refund of the fee is possible and the obligation to pay remains.
5. If the participant is not present or only participates in the training course in part, Course certificate cannot be provided.
6. 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.

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7. LOC shall have no role in deciding whether or not the fee is refunded or the agreement dissolved.

ARTICLE 7: LIABILITY

1. The organiser is liable for the correctness, completeness, content or scope of the information presented at a meeting.
2. Force majeure: The Organiser reserves the right to cancel, suspend or vary the operation of its obligations if events occur which are in the nature of force majeure including (but without prejudice to the generality of the foregoing) fire, flood, storms, plant breakdowns, strikes, lock outs, riot, hostilities, non-availability of material or suppliers or any event outside of ESTIV and LOC control; and the organisers shall not be held liable for any breach of contract or tort resulting from such an event.

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. Organiser and LOC will record your details for the purposes of holding the meeting. ESTIV 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: DISPUTES

1. 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.
2. Complaints should be addressed in written to the secretary of the ESTIV Society secretary@estiv.org

ARTICLE 10: OTHER PROVISIONS

1. ESTIV web-site and registration modules make use of cookies.
1. 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.
2. ESTIV reserves the right to amend these conditions. Amendments shall be published on our website or made known to you by e-mail.
3. In all cases not provided for by the agreement or these general conditions, ESTIV shall decide.
4. All agreements 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.

All enquiries relating to these Terms and Conditions should be directed to secretary@estiv.org