



# General terms and conditions for EARMA conferences and events August 2020

**Author(s)**  
EARMA Board

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**Recipient(s)**  
Public

**Level of confidentiality**  
Public

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# General terms and conditions for EARMA conferences and events August 2020

## Article 1. Definitions

1.1 In these general terms and conditions the following terms shall mean:

- a. Meeting: the conferences, symposiums, courses, training, refresher courses and other meetings whereby the transfer or exchange of information is central.
- b. EARMA: European Association for Research Managers and Administrators with registered office in Brussels
- c. Participant: the person registered for a meeting organised by EARMA.
- d. General terms and conditions: an article or provision of these General Terms and Conditions.
- e. Written: (also) by e-mail, internet or another electronic medium.
- f. Agreement: the agreement between EARMA and the participant.

## Article 2. Scope

2.1 These terms and conditions apply to all agreements with EARMA concerning participation in meetings.

2.2 Deviations from these terms and conditions are only binding if and insofar as they have been explicitly confirmed in writing by EARMA.

2.3 If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be annulled, the remaining provisions of these general terms and conditions shall remain fully applicable.

## Article 3. Conclusion of the agreement

3.1 The agreement between EARMA and the participant shall be concluded either by signing/sending the (online) registration form or after written confirmation by EARMA to the participant of his/her submitted registration.

3.2 The participant declares to know and accept the general terms and conditions of EARMA by signing the registration form or by sending the online registration form.

## Article 4. Fees and payment

4.1 Unless stated otherwise, the participation fee for a meeting always includes the costs for study material (conference documentation, participant folders) and the costs for coffee/tea and possibly lunch.

4.2 The participation fees for a meeting are invoiced in advance. The invoice must be paid within 30 days and at least 2 working days before the start of the event. If the participant does not meet the payment obligation on time, EARMA reserves the right to exclude the participant from participation in the meeting.

4.3 The participant remains liable at all times for paying the fee. In the case of late or incomplete payment, the registrant shall be liable for all costs incurred by EARMA to collect its claim.

#### **Article 5. Cancellation or postponement by EARMA**

5.1 EARMA reserves the right to cancel or postpone a meeting if EARMA deems there to be sufficient reason to do so. EARMA does not accept any liability for damages caused by cancellation or postponement.

EARMA undertakes to inform the participants of any cancellation or postponement no later than 5 working days before the start of the event. In the case of cancellation by EARMA, any amount of the participation fee already paid will be refunded in full by EARMA after deduction of an administration fee which shall not exceed 20% of the registration fee.

5.2 EARMA may decide to hold (part of) a meeting at a location other than that originally communicated if it considers that there is sufficient reason to do so.

5.3 If EARMA changes the meeting date, the participant is not obliged to pay the fee if the new date is not suitable. In the latter case, the participant can cancel free of charge once the new date is announced.

5.4 EARMA may decide to replace a face-to-face event with a digital version if it considers that there is sufficient reason to do so. EARMA undertakes to inform the participants of any cancellation or postponement no later than 5 working days before the start of the event. EARMA does not accept any liability for damages caused by this change. EARMA is not obliged to provide delegates with a cancellation option or a (partial) refund but may choose to do so.

#### **Article 6. Force majeure**

6.1 If proper fulfilment of the agreement by EARMA is wholly or partly, temporarily or permanently not possible due to one or more circumstances that are not attributable to EARMA, including the circumstances referred to in paragraph 2 of this article, EARMA shall be entitled to suspend the performance of the agreement or to cancel the agreement in whole or in part, without being obliged to pay damages.

6.2 Circumstances which are in any case not attributable to EARMA are for example: strikes, import, export and/or transit bans on resources needed for the meeting, transport problems, non-fulfilment of obligations by EARMA's supplier, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks, pandemics or measures promulgated by governments.

6.3 EARMA shall inform the participant as soon as possible about any force majeure situations and to what extent it is able to carry out the agreement.

#### **Article 7. Cancellation or change by the participant**

7.1 The participant has the right to cancel participation in a meeting.

7.2 Cancellations are only valid if made in writing and/or by e-mail. Telephone cancellations must always be confirmed in writing by the participant. EARMA shall always send a confirmation of the cancellation upon receipt of that cancellation.

You can make cancellations by e-mail. The e-mail address to send cancellations to varies from event to event, so participants are requested to use the e-mail address specified on the EARMA website (on the web page of the event in question).

7.3 Unless otherwise indicated in the specific meeting information, no fee will be charged by EARMA for a cancellation up to 30 days before the start of a meeting. In the case of a cancellation up to 14 days before the start, the participant must pay 50% of the participation fee. In the case of a cancellation within 14 days before the start, the participant must pay 100% of the participation fee. The cancellation period shall be based on the date of the postmark or the date when the e-mail was received. Delays in sending and receiving a cancellation is at the expense and risk of the participant.

7.4. In the case of a no-show, when the participant fails to attend a meeting without cancelling, the participant is obliged to pay 100% of the participation fee.

7.5 The participant can choose to send a replacement to participate in the meeting, in consultation with EARMA. This is only allowed if EARMA is notified about the replacement participant in writing (for example by e-mail) before the start date of the meeting and the replacement participant meets the eligibility requirements that may apply for participation. If a replacement is to attend the meeting, the new participant must register for the meeting via *{registration website}* and mention who he/she is replacing in the comment.

7.6 In the case of a free meeting, the participant can cancel free of charge up to 2 working days before the start of the meeting. If the participant cancels after this date and in the event of no-shows, the participant is obliged to pay an administration fee of € 100,- excluding VAT. These costs will be charged per invoice. Despite the fact that the meeting is offered to participants free of charge, EARMA does incur costs.

7.7 Meeting attendance by participants is checked by means of compulsory registration for which the participant must sign at the meeting venue.

## **Article 8. Privacy of personal data**

8.1 EARMA processes the personal data provided by the participant in accordance with EARMA's privacy statement which can be found on our website [www.earma.org](http://www.earma.org)

8.2 By entering into the agreement, participants also give EARMA permission to process and share personal data with third parties for creating the attendance list, making badges, certificates of participation, evaluating the meeting and processing the presentation for the accreditation points CRM

8.3 His/her personal data may be used for purposes other than those described in 8.2 but only if the participant has given his/her written consent.

## **Article 9. Liability**

9.1 Regardless of the legal basis on which a participant's claim is based, EARMA shall only be liable for compensation of damages up to a maximum of the invoice amount paid for participation in the meeting, except in the case of intent or gross negligence on the part of EARMA or its subordinates.

9.2 EARMA may involve third parties to organise meetings and provide content and ideas for the meetings. EARMA shall not be liable for the correctness and completeness of the information provided.

9.3 EARMA shall never be liable for loss or theft of and/or damage to property of the participant, regardless of where the meeting takes place.

9.4 Regardless of the legal basis on which the participant's claim is based, EARMA shall not be liable for any damage caused by intent or gross negligence on the part of its subordinates and/or non-subordinates for whom it is liable in law and/or third parties engaged for the organisation of the meeting.

#### **Article 10. Copyright and Intellectual property rights**

10.1 Unless stated otherwise all intellectual property rights vested in or related to the meetings and the related documentation, brochures, CD-ROMs, presentations, etc. published by or on behalf of EARMA or third parties are held exclusively by the respective owner, i.e. EARMA or third parties. All information and (working) material obtained from or on behalf of EARMA or third parties in the context of the meetings is intended solely for the participant's or his organisation's own use. The participant is not authorised to reproduce or make public in any way whatsoever, in whole or in part, the information/material he received, except with the prior written permission of the owner. The agreement with the participant does not in any way imply the transfer of any intellectual property rights with regard to meetings or the information offered in this context by or on behalf of EARMA or third parties, or with regard to licensing rights, unless expressly provided otherwise.

#### **Article 11. Applicable law, disputes**

11.1 All agreements are governed by Belgian law.

11.2 If a dispute arises, it may be submitted to the Dutch speaking court with jurisdiction Brussels.



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