

## **Terms and conditions**

### **Article 1: Definitions**

1. Participant: legal entity taking part in a event of INCOSE-NL (organizer).
2. INCOSE-NL: Chapter of the international Counsel of Systems Engineering in the Netherlands, established in Haarlem (kvk 40597518) who organizes events as defined under 1.3.
3. Event: specific day or days that participant has registered for sharing knowledge and meeting people in the field of systems engineering.

### **Article 2: General**

1. Unless specifically agreed otherwise, these Terms and Conditions are applicable to all events organized by or on behalf of INCOSE-NL and attended by participant. With registration the participant accepts these Terms and Conditions.
2. The rights and/or obligations of the participant are not transmissible to any other party, unless previously agreed with INCOSE-NL.
3. INCOSE-NL is entitled at all times to make changes in the programme and location.
4. Deviations from these conditions are only binding if and unless confirmed in writing by INCOSE-NL.

### **Article 3: Entering an agreement**

1. The agreement between INCOSE-NL and the participant is established by registration on the website. The participant will receive a confirmation of his/her registration.
2. INCOSE-NL is entitled to refuse an event attendance request without cause.
3. The participant commits with his/her registration not to act in violation with these Terms and Conditions.

### **Article 4: Prices**

1. Given prices are exclusive of VAT and must be paid inclusive of VAT, unless indicated otherwise.
2. Prices are in Euros, unless indicated otherwise.

### **Article 5: Payment details**

1. The invoice of the event will be sent to the billing address of the participant. The invoice must be paid within 14 days after the date of invoice, however at least one week before the event.
2. Without payment the admittance to the event can be declined. The obligation of payment will remain in all cases.
3. The payment conditions differ from event. In case complementary conditions apply to an event, the participant will be informed at the time of registration.

### **Article 6: Cancellation by participant**

1. Cancellations by the participant need to be submitted in writing to INCOSE-NL.
2. Cancellation of a visitor registration is possible until four weeks before the event date, without any costs. For cancellations within four weeks before the event date, the full entrance fee will be charged. On request, an entrance ticket can be transferred to a colleague.
3. The registration at INCOSE-NL is final.
4. If the participant is a member of INCOSE-NL and the participation to an event is cancelled by a participant, it is allowed to pass on participation to another member of INCOSE-NL. The member who transfers his participation needs to inform INCOSE-NL one week before the event. The obligation of payment will remain in all cases.

### **Article 7: Cancellation by The INCOSE-NL**

1. INCOSE-NL reserves the right to cancel an event due to unforeseen circumstances relating to the implementation of the event.
2. The decision of cancellation because of an insufficient number of participants is basically made two weeks before the scheduled start date. INCOSE-NL reserves the right to make a final decision about whether or not to continue the scheduled event up to one week before the scheduled start date.
3. If the registration fees have already been paid, INCOSE-NL will refund the already transferred payment by immediate return.

**Article 8: Programme**

1. The programme is can be subject to change. INCOSE-NL cannot be held liable in any way for damage claims by participants and/or third parties due to changes in de programme.

**Article 9: Written material and verbal instruction**

1. The provided written event materials are copyrighted. It is not permitted to multiply these provided materials without prior written consent of the owner(s).
2. INCOSE-NL cannot be held responsible for the (mis)interpretation by the participants of the recommendations in the written material and/or the verbal instruction of the event.

**Article 10. Membership discount**

If a participant to an event receives an INCOSE-NL membership discount, the participant has to be a member to INCOSE-NL for at least a full calendar year.

**Article 12: Liability and force majeure**

1. INCOSE-NL is committed to the task given to perform to its best ability.
2. If due to unforeseen circumstances a presenter is unable to perform at an event, INCOSE-NL will try to find a substitute presenter. If that proves to be impossible, INCOSE-NL has the right to reschedule the event to a another date. In that case the participant is free to cancel the event course without further costs.
3. INCOSE-NL cannot be held liable for any damage that a participant may suffer as a result of cancellation of an event course.
4. INCOSE-NL cannot be held liable for any damage that participants may suffer due to or during an event.
5. INCOSE-NL cannot be held liable for loss of property or theft during the event.
6. Participants are liable for any damage caused, directly or indirectly, by fault or negligence of themselves and for all damages and costs that third parties consequently could claim from INCOSE-NL.

**Article 13: Providing personal information**

1. The personal data given to INCOSE-NL are stored in a database, which is used to organize activities of INCOSE-NL according to the privacy statement.

**Article 14: Disputes**

1. Each agreement between participant and INCOSE-NL falls under the Dutch law.
2. Disputes arising out of contracts to which these conditions apply, will be submitted to the jurisdiction in the city or area of Utrecht or Eindhoven, subject to higher appeal.