

ESCCA 2021 VIRTUAL CONFERENCE

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Agreement the following words and phrases have the following meanings:

Agreement: the ESCCA 2021 Virtual Conference Terms and the Online Registration Submission;

Applicant: the party named as such on the Online Registration Submission;

Applicant Credit Card: the credit card specified by the Applicant during the Online Registration Submission.

Cancellation Notice: has the meaning given in clause 3.2;

ESCCA:

Registered office:

The European Society for Clinical Cell Analysis (ESCCA)

p/a Your Conference Support

Kinderdijkstraat 14 II

1079 GH Amsterdam

The Netherlands

ESCCA has assigned Your Conference Support as Core Professional Conference Organiser (see **Registration Office**)

ESCCA 2021 Virtual Conference: the ESCCA Conference held virtually from 22 – 24 April 2021, hereafter referred to as ‘the Conference’.

ESCCA 2021 Virtual Conference fees: the registration fees as specified on the Registration page of the [Conference Website](#), as follows:

Attendee types	Period & Registration fees 2021	
	15 January – 15 April 2021 23:59:59 CET	From 16 April 2021
ESCCA members (1)	€ 175	€ 225
Non-members	€ 325	€ 375
Students (2)	€ 120	€ 150

(1) Membership status will be verified with ESCCA. To be eligible for the reduced registration fee for members, your membership should be valid until at least 30 April 2021.

(2) Please note that proof of scholarship should be uploaded in the online registration form

ESCCA 2021 Virtual Conference Terms: these terms and conditions.

ESCCA 2021 Virtual Conference Website: <https://www.escca.eu/vilnius2020>

Online registration submission: The ESCCA 2021 Virtual Conference registration submission entitled as such on the ESCCA 2021 Virtual Conference website relating to the ESCCA 2021 Virtual Conference;

Registration Office:

The Core Professional Congress Organiser for ESCCA; Your Conference Support, Amsterdam, The Netherlands, has assigned Parthen in Amsterdam to handle the registration for the ESCCA 2019 Conference on behalf of ESCCA.

1.2 In the Agreement:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to gender include references to all genders;

1.2.3 unless otherwise stated, references to clauses are to clauses of the Agreement;

1.2.4 the clause headings are for reference only and will not affect the construction or interpretation of the Agreement; and

1.2.5 references to statutes, any statutory instrument, regulation or order will be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time;

1.3 In the event of conflict, the ESCCA 2021 Virtual Conference Terms will prevail over the Online Registration Submission.

2. APPLICATION OF TERMS

2.1 The Online Registration Submission submitted by the Applicant for the Conference Website will be deemed to be an offer by the Applicant for the Applicant to attend the Conference, subject to these Terms and Conditions. The Applicant's offer will be accepted upon ESCCA sending an e-mail notification to the Applicant confirming that the Applicant's Online Registration Submission has been accepted.

Unless otherwise referred to entirely or in part, and in writing, the terms and conditions declared to be applicable in article 2.1. shall consequently be accepted by the client when the applicant submitted the online registration submission.

2.2 Conditions of purchase or other conditions maintained by the applicant shall therefore, without the explicit acknowledgement of ESCCA never apply to the agreement referred to herein.

3. THE CONFERENCE

3.1 ESCCA will make the Conference available for the period of the Conference Dates. In addition all scientific lectures will be available on a virtual platform for the duration of 6 month after the Conference.

3.2 The Applicant may cancel his registration by sending written notice of cancellation ("**Cancellation Notice**") by email to registration@parthen.nl.

3.3 In the event that ESCCA receives the Applicant's Cancellation Notice the following refund policy applies:

- 15% fee for cancellations received on or before 15 February 2021
- 50% fee for cancellation received between 16 February and 5 April 2021
- No refunds will be given for cancellations received after 5 April 2021

3.4 The parties acknowledge that each Applicant contract relating to the Conference is deemed to be separate and independent to other Applicant contracts (including the Agreement) and that any variation and/or waiver to a third party Applicant contract will not affect the parties' rights and obligations under the Agreement unless such variation and/ or waiver is made in accordance with the terms of the Agreement.

3.5 The Applicant's registration for the Conference Fee shall not become effective before ESCCA received the full Conference fee.

4. PRICE AND PAYMENT

4.1 In consideration of ESCCA providing the Applicant with the opportunity to the Conference, the Applicant will pay ESCCA the Conference fee.

4.2 The Applicant will submit payment of the Conference fee with his Online Registration Submission.

4.3 The Applicant hereby irrevocably authorises ESCCA to charge the Conference fee to the Applicant Credit Card in accordance with clause 4.2., **or**;

4.4 The Applicant will submit payment of the 9 Conference fee by bank transfer to ESCCA via the Registration Office Parthen as specified on the Conference confirmation/invoice.

5. WARRANTIES

5.1 The Applicant warrants to ESCCA that the information stipulated by the Applicant during the Online Registration Submission and any updated information submitted to ESCCA in accordance with clause 3.11 is true, complete and accurate.

5.2 The Applicant warrants to ESCCA that it is authorised to provide ESCCA with the Applicant Credit Card for payment of the Conference fee.

5.3 Save as expressly specified in the Agreement, all terms, conditions, warranties, representations, or guarantees, whether express or implied, relating to the performance, quality or fitness for purpose of any part of the goods and/or services provided by ESCCA under the Agreement are, to the fullest extent permitted bylaws, hereby excluded.

6. LIABILITY

6.1 Nothing in this clause shall operate so as to restrict or exclude the liability of any party in relation to death or personal injury caused by the negligence or liability for fraudulent misrepresentation of that party or its servants, Core Professional Conference Organiser, agents, third suppliers or employees or to restrict or exclude any other liability of either party which cannot be so or excluded in law.

6.2 In other cases, the entire financial liability of ESCCA in respect of all or any breaches of the Agreement or of any other duty to the Applicant or for negligence in connection with the subject matter of the Agreement will be limited to the amount of the Conference fee.

6.3 Subject to clause 6.1, in no event will ESCCA be liable to the Applicant for any of the following however and whenever arising of whatever the cause thereof and which arises directly or indirectly:

6.3.1 loss of profits; or

6.3.2 loss of business; or

6.3.3 loss of revenue; or

6.3.4 loss of data; or

6.3.5 loss of goodwill; or

6.3.6 loss of anticipated savings; or

6.3.7 any special, indirect, consequential or pure economic loss, damage, costs or expense.

6.4 The Applicant will indemnify ESCCA forthwith upon demand in respect of any loss, damage, cost or expense suffered or incurred by ESCCA as a result of the Applicant breaching any of its obligations in the Agreement or as a result of a negligent act of the Applicant.

7. TERMINATION

7.1 Notwithstanding any other provision of the Agreement, and without prejudice to any other rights that ESCCA may have, ESCCA may forthwith terminate the Agreement by written notice to the Applicant if any of the following events occur:

7.1.1 if the Applicant is in material breach of a provision of the Agreement and fails to remedy such breach (if capable of remedy) within 14 days of having received written notice of breach; or

7.1.2 if the Applicant (being an individual) has a statutory demand or bankruptcy order made against him or makes an arrangement or composition with creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) enters into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with its creditors or any analogous proceedings or procedure, or is otherwise insolvent or ceases or threatens to cease to trade.

7.2 Termination of the Agreement will be without prejudice to any accrued rights or obligations of either party.

8. FORCE MAJEURE

8.1 Neither party shall be liable or shall be in default of its obligations if such default is the result of acts of God, war or national emergency, acts of terrorism and its consequences, strike, lock-out, fire, explosion, flood riots, civil disturbance, industrial disputes, natural and nuclear disasters, epidemics, health's risks and pandemics or other cause beyond the reasonable control of the party affected.

8.2 ESCCA reserves the right to defer or to cancel the Conference (without liability to the Applicant) in the event of a Force Majeure.

9. DATA PROTECTION

9.1 ESCCA will process personal information ("**Information**") as defined in in Dutch law as article 10 & 13 of Dutch Constitution and the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*) provided by the Applicant to ESCCA in accordance with applicable data protection law and this clause 9. The Applicant consents to ESCCA using Information as follows:

9.1.1 ESCCA will obtain, record, store and use Information as necessary in connection with the Conference including transfer of Information to employees, agents and third parties as required for this purpose;

9.1.2 ESCCA may transfer its business assets (which includes Information) on re-organisation, sale or merger of the whole or any part of its business;

9.1.3 ESCCA reserves the right to process Information as required for marketing purposes, to obtain legal advice, comply with legal requirements, enforce or apply any agreements (including the Agreement) and protect the rights, property or safety of ESCCA, its employees, its clients and others;

9.1.4 ESCCA may transfer Information outside the European Economic Area for any of the purposes listed in this clause 9.

9.2 If ESCCA intends to process Information other than as set out above the Applicant will receive notice and be given the opportunity to decline the processing.

10. GENERAL

Agreement and modification

10.1 Any change in terms of this Agreement shall be valid only if the change is made in writing. The Agreement contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them, and the parties confirm that they have not entered into the Agreement on the basis of any representations that are not expressly incorporated in the Agreement. Nothing in the Agreement will operate to limit or exclude any liability for fraud.

Rights of third parties

10.2 No amendment to the Agreement will be binding unless made in writing and signed by an authorised signatory of each party.

10.3 The Applicant will not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of ESCCA. ESCCA may assign, transfer or sub-contract any of its rights or obligations hereunder without the prior written consent of the Applicant.

Waiver

10.4 No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this agreement

10.5 The parties respectively will and will procure that any other necessary party will execute all such documents and do all acts and things as may reasonably be required to secure each of the obligations of the parties under the Agreement.

10.6 None of the provisions of the Agreement are intended to or will operate to confer any benefit pursuant to Dutch Civil Code (*Burgelijk Wetboek*) on a person who is not named as a party to the Agreement.

Term

10.7 If any provision of the Agreement is held to be void or unenforceable in whole or in part, the Agreement will continue to be valid as to the other provisions thereof and the remainder of the affected provision.

10.8 The Agreement will be binding on and will continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties.

10.9 All provisions of the Agreement will, so far as they are capable of being performed and observed, continue in full force and effect notwithstanding any expiry or earlier termination.

10.10 Nothing in the Agreement is intended to, or shall be deemed to, constitute a contract of employment.

Cancellation or termination of the agreement

10.11 Any notice to effect cancellation, suspension or termination of the whole or any part of the Agreement:

10.11.1 will be made in writing and either delivered personally or sent by recorded delivery or via electronic mail, to the party to whom the notice is addressed at its address as set out in the Agreement or such other address as a party may specify by notice in writing to the other party;

10.11.2 in the absence of evidence of earlier receipt, receipt will be deemed to have been duly given:

- (i) if delivered personally, when left at the address referred to in clause 10.11.1; or
- (ii) if sent by recorded delivery, at the time recorded by the delivery agent; or
- (iii) if sent by electronic mail, at the time of receipt (for the avoidance of doubt all electronic mail should be sent with a read receipt notification request).

10.12 For the avoidance of doubt electronic mail will be deemed to be “writing” for the purpose of the Agreement but this will not prejudice the express requirements for delivery of notices under clause 10.11.

11. DISPUTE RESOLUTION PROCEDURE

If any dispute arises in connection with the Agreement, a representative of each party with authority to settle the dispute will, within 21 days of a written request from one party to the other, respond in writing in an effort to resolve the dispute. If the dispute is not resolved within said correspondence, either party may commence legal proceedings. All disputes regarding this agreement, or any other agreement which was entered into by the parties, shall be decided by the competent court in the Netherlands in accordance with the laws of the Netherlands.

12. APPLICABLE LAW

The Agreement will be governed by and construed in accordance with the Dutch laws and subject only to clause 10, the parties submit to the exclusive jurisdiction of the Dutch courts for the resolution of any dispute.