

GENERAL TERMS AND CONDITIONS FOR CONFERENCES ORGANISED BY CHILD IN THE CITY FOUNDATION

CHAPTER 1 GENERAL CONDITIONS

Article 1

In this agreement the following words shall have the following meanings:

- Child in the City Foundation:
Child in the City Foundation, as well as any person or legal entity and his/its authorised representatives with whom the event is jointly organised.
- Participation agreement:
The agreement whereby Child in the City Foundation offers the opportunity, for a certain period and under certain conditions, to participate in an event organised by Child in the City Foundation.
- Participation conditions:
The conditions that apply for the event as described in the conference brochure and any other publications about the relevant event.
- Application form:
The form, provided it has been filled out and signed by the participant, is considered to be an irrevocable offer by the participant to participate in the event.
- Online registration:
The ability of participants to register and pay online, or otherwise, via the registration and payment module on the relevant conference website. The combination of registration and payment is considered an irrevocable offer by the applicant to participate in the event.
- Participant:
Any person or legal entity who/which has entered into an agreement with Child in the City Foundation by means of a participation agreement.
- Event:
The event, conference, congress, symposium, seminar, workshop, forum or course which is the subject of the participation agreement.
- Costs of participation:
The fee which, under the terms of the participation agreement, the participant must pay Child in the City Foundation to participate in the event.

Article 2

1. This agreement is deemed to be an integral part of the participation agreement for in the event as concluded between the participant and Child in the City Foundation.
2. Deviations from this agreement or the complete or partial exemption from any of the prohibitions or obligations specified in this agreement shall only apply if such deviation or exemption is stated in writing and signed by Child in the City Foundation, and/or if a supplementary agreement has been entered into.
3. Third parties who have not entered into a participation agreement cannot derive any rights from this agreement.

CHAPTER 2 GENERAL PROVISIONS REGARDING PARTICIPATION

Article 3

1. The organisers reserve the right to alter the dates, times and site of the event as listed in the conditions of participation or to cancel the event at all times, if this is a consequence of exceptional circumstances which have arisen through no fault of their own, without this giving the participants any right whatsoever to claim compensation from the organisers for any damages, in whatever form or for whatever reason such damages may have arisen.

2. The special circumstances referred to in paragraph 1 include: insufficient interest on the part of participants, disagreement within the branches of industry concerned, fire, a national disaster, which circumstances, in the opinion of Child in the City Foundation and after weighing the interests of all parties, could endanger the success of the event.
3. Changes in dates, times and site such as referred to above do not give participants the right to completely or partially cancel their applications.
4. If the event is cancelled, then the applications shall be regarded as cancelled and any payments made by the participants for participation will be reimbursed, after deduction of expenses already incurred for the organisation of the event up to a maximum of 20% of the total participation and administrative costs due. In all cases, the participant is required to reimburse fully all additional costs incurred by the organisers and made at the participant's request in connection with his participation.
5. Under no circumstances can a participant claim any right to compensation from Child in the City Foundation for damages as a result of a decision such as described in paragraph 1 of this article.
6. If the event includes both a conference and a trade fair, these will be considered two separate events. They can never be regarded as one event. Separate General Terms & Conditions shall apply to each event. Cancellation of one event shall not give the participant any rights regarding the other event.
7. If during the conference a trade fair or exhibition is organised, the General Terms & Conditions for Trade Shows apply to the latter. You can apply for these terms at Child in the City Foundation.
8. Child in the City Foundation reserves the right to ask any additional information from visitors and participants.
9. In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by Child in the City Foundation. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.

CHAPTER 3 PARTICIPATION

Article 4

1. During the agreed period the participant has the right of access to the space in which the event is held. This right is granted through a participant's badge. The participant's badge is strictly personal.
2. Moreover, the participant has the right to receive the conference proceedings, if published, of the relevant event.
3. Moreover, the participant has the right to attend any other joint sessions, if organised during the event, such as lunches, coffee and tea breaks, receptions, dinners and trips, unless Child in the City Foundation has determined that participating in one of the above events is not free of charge. If the participant pays for these additional costs he may also attend these extra sessions.
4. The participant has the right of access to the trade fair, which may or may not be open to the public, (including a free copy of the catalogue), provided that this trade fair coincides with the event, and is held in the same complex and for the same target group.
5. In the case of cancellation at his own request, the participant is obliged to reimburse any other costs incurred by Child in the City Foundation. The participant cannot claim compensation for any loss suffered directly or indirectly as a result of the provisions in this article.
6. If the participant does not attend the event, he will retain his right to receive the conference proceedings, provided that Child in the City Foundation has received the full amount due for participation.

CHAPTER 4 APPLICATION/PAYMENT/CANCELLATION

Article 5

1. The application to participate in an event must be submitted in either of two ways: 1) on an application form which is made available to the participant. If this form is signed by an employee who is not empowered to commit the participant concerned, Child in the City Foundation will consider this to be the signature of an authorised person and will therefore require the participant to accept any and all consequences arising from this application. 2)

Registration for participation in a conference is also possible via the online registration and payment module on the relevant event website, is available.

2. In case of registration option 1 filling out, signing and submitting the application form is deemed to be an irrevocable offer by the participant to participate in the event. This offer shall be deemed accepted by Child in the City Foundation as soon as Child in the City Foundation receives a signed agreement of participation from the applicant. In case of registration option 2 completing the online registration process is an irrevocable offer by the applicant to participate in the event.
3. Where appropriate Child in the City Foundation may decide to offer the participant the possibility to choose between participation for the duration of the entire event or only a part thereof. In such cases, the participant can make his choice known on the application form or in the online registration process and the provisions in paragraph 1. and 2. of this article shall also apply.
4. In exceptional cases, the organisers may decide that an application will not be accepted.

Article 6

1. The participation fee is payable in one instalment;
 - a. 100% of the amount for participation within 14 days of the date of the invoice.
 - b. If the participation agreement is dated less than 14 days before the start of the event, the due amount is payable immediately, or must have been received by the organisers before the first day of the event.
2. In exceptional cases the organiser can decide to offer a discount for early bookings.
3. The participant is liable for all fees payable to Child in the City Foundation regarding his participation, irrespective whether or not these costs were occasioned by the participant himself or by third parties on his behalf.
4. If any amount due to Child in the City Foundation is not paid on time, the statutory interest will be charged as from the date on which the debt becomes due and payable. Collection costs will be charged to the participant, whereby the out-of-court collection costs are set at 15% of the principal amount.
5. Child in the City Foundation is entitled to set off payments made in respect of participation to reduce still unpaid claims against the participant arising from previous participation.
6. If a participant has not paid the amounts due within the specified period, the organisers retain the right to refuse him access to the event, without prejudice to the organiser's right to claim full payment of these amounts.
7. In the situation as referred to under paragraph 6 of this article, no restitution can be claimed of amounts already paid.
8. Payments which the participant claims he is due from Child in the City Foundation may not be offset against the payments which are owed to Child in the City Foundation by the participant. Neither can the participant claim a right to suspend performance in respect of such payments.

Article 7

An application cannot be withdrawn or altered unilaterally by the participant. If a participant wishes to cancel a previously submitted application, a written request to this effect must be sent to the organisers by registered post. The organisers may grant a request for cancellation of the application as long as the participant has fulfilled payment of the cancellation charges as follows:

1. - Euro 50 administrative costs if the application is cancelled more than 10 weeks before the start of the event.
- 50% of the participation fee if the application is cancelled between 10 weeks and 6 weeks before the start of the event.
- 100% of the participation fee if the application is cancelled between 6 weeks before the start and the start of the event, or as much of the fee as should be retained in the opinion of the organisers as a just remuneration for costs incurred as a result of cancellation.
2. In the case of cancellation, the participant is entitled to send a substitute. A written request to this effect should be sent to the organisers. This substitute must be an employee or official of the same company or organisation as the participant.
3. Child in the City Foundation is entitled to withdraw the participant's badge at any time and to deny the person concerned access to the event.

4. If, at any time after entering into the participation agreement, the participant is declared bankrupt or a petition is filed for the suspension of payments, the participation agreement shall be dissolved immediately through the mere occurrence of any of the said events and the participant is liable to payment of the full fee for the event, without prejudice to Child in the City Foundation's right to claim costs, damages and interest.
5. If the participant is unable to participate in the event through unforeseen circumstances that are no fault of his own, Child in the City Foundation can, at the request of the participant, dissolve the participation agreement, in which case the participant remains liable to pay 25% of the total participation fee, as well as any other costs incurred at his request in respect of his participation by or through the agency of Child in the City Foundation.

CHAPTER 5 PROHIBITORY PROVISIONS Article 8

Without the written permission of or on behalf of the organisers, the participant is not permitted to:

1. Conduct a survey amongst the visitors and participants of the event within the complex used for the event or on the surrounding grounds or premises.
2. Carry out activities which, in the opinion of the organisers, cause damage or negatively affect the event as a collective manifestation, even if these activities are not directed at one or more specific participants or groups thereof. All this insofar as the activities cannot be regarded as customary in normal competitive relationships.

CHAPTER 6 INSURANCE / LIABILITY

Article 9

1. The organisers, managers, their authorised representatives and the staff of the complex or event cannot be held liable for any damages, of whatever nature, occurring as a result of damage to or loss of goods, nor for any damages arising from any other defects in the accommodation or the surrounding grounds, nor for any damage to goods or persons arising from any cause whatsoever, if and insofar as such damage or loss is not covered by third party liability insurance taken out by the organisers.
2. The participant is liable for and is obliged to take out insurance against all damage of whatsoever nature or harm occasioned to persons working for the organisers and/or the staff working in the complex, and he is required to indemnify the organisers and the staff of the complex from all claims which others may exercise against the organisers and/or the staff of the complex.
3. Child in the City Foundation is not liable for any damage, of whatsoever nature and under whatever title, suffered directly or indirectly by the participant, including consequential losses and damage as a result of theft, vandalism or whatever other cause, if such damage is caused by third parties.
4. The participant shall indemnify Child in the City Foundation against all claims made by third parties for damage, of whatsoever nature and under whatever title, caused by the participant himself.

CHAPTER 7 MAINTAINING ORDER

Article 10

1. The organisers are entitled, without any legal intervention, to take one or more of the following steps and measures, if necessary at the expense of the participant, against any participant who acts contrary to any of the provisions of this agreement or the participation conditions or who fails to comply with any instruction issued by or on behalf of the organisers:
 - a. to withdraw the participant's badge issued to him and to deny that person involved access to the event with immediate effect.
 - b. to exclude the participant involved from participation in any events to be organised in the future.

CHAPTER 8 SPECIAL PROVISIONS

Article 11

If the participant fails to comply with any regulations, conditions or instructions Child in the City Foundation has given or will give, then Child in the City Foundation is entitled to take the necessary measures at the expense and risk of the participant, to ensure that such regulations, conditions or instructions will be fulfilled, or to exclude the participating organisation from the event.

Article 12

1. Child in the City Foundation can accept no liability for damage or loss, under whatever name, whether suffered directly or indirectly by the participant, including damage due to theft, destruction or whatever other cause, if this damage or loss is caused by third parties.
2. The participant shall indemnify Child in the City Foundation against all claims from third parties, for damage or loss, under whatever name, caused by the participant himself.

Article 13

In the case of events which, in accordance with the participation agreement, are subject to special conditions, these conditions are deemed to be incorporated into this agreement. Insofar as they are in conflict with or deviate from this agreement, the provisions of the special conditions shall prevail.

Article 14

If the provisions of this agreement are in conflict with or deviate from the conditions stated on the application form and on the event website, then, if this application resulted in a participation agreement, the conditions of the application form and the website shall prevail. Alterations and additions made by the participant himself will only be valid if these have the express written approval of Child in the City Foundation.

Article 15 Contingencies

In all cases not provided for in this agreement the decision of Child in the City Foundation will be final.

Article 16 Disputes

1. All disputes arising between Child in the City Foundation and a participant regarding the participation agreement, this agreement, or any other agreement which was entered into by the parties, shall be decided by the competent court in Utrecht in accordance with the laws of the Netherlands.
2. All legal costs incurred by Child in the City Foundation in the context of the present agreement will be entirely for the account of the participant and will be set as a penalty for an amount calculated on the basis of the collection rates of the Netherlands Bar Association (NOVA).
3. This English language document is a translation from the Dutch original made for the convenience of foreign participants. In the event of any dispute as to the interpretation of any of the conditions herein, the official Dutch version shall prevail.

These General Terms and Conditions for Conferences organised by Child in the City Foundation was filed at the Chamber of Commerce in Utrecht, the Netherlands, under number: 30181831.

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