

Terms and Conditions - v8

EFABE

25-10-2019

Terms and Conditions of European Body Art Foundation

Version 0.8

This page was last modified on 25-10-2019.

Applicability:

These terms and conditions apply to all offers, orders, services and agreements concluded through the website of the European Body Art Foundation and / or to which the European Body Art Foundation is a party, to the exclusion of any other general terms and conditions. By entering into an agreement between you and the European Body Art Foundation, you explicitly accept these conditions. All rights and claims, such as these conditions, and in any further agreements for the benefit of the European Body Art Foundation are stipulated, are equally stipulated from intermediaries and other third parties engaged by the European Body Art Foundation. European Body Art Foundation has the right to change these conditions and the content of its websites.

Personal Information:

We protect your privacy. European Body Art Foundation collects and saves only the personal data of its participants for purposes of internal administration, billing and participant lists which must be submitted to the reception of the hotel where the event is held. When you are booking a hotel room through our organization are all personal valid identification as well as additional information required by the hotel for the legal identification requirements for travelers staying.

The personal data can only be given to the police when the indicate that the records must be available to the police for checking.

Price:

The prices on the website are in Euro and are per person, per item and include Dutch VAT. European Body Art Foundation reserves the right to change these prices at any time. At all times you will receive an invoice for one or more parts for the event. Also, foreign companies must pay the Dutch VAT to participate in the event because the place of service of the event, namely the Netherlands, determines the VAT. When you are not paying the invoice, we have the right to charge you with all the costs of collecting the invoice to you, including the amount we must pay to the event location for your participation. In the case of changes in the VAT rate, we reserve the right to change the prices according to the correct VAT rate.

Reservation and payment:

When you make a reservation by us you will receive an email with an accompanying invoice. The invoice must be paid within 30 days after invoice date. When paying in instalments the last payment must be on or before 27-2-2020. When using a discount action, the invoice should be paid within the discount period to be allowed to make use of the action, after the end date of the action all discounts on the invoice expire. Payment in terms is not possible when using a discount offer. Only after receipt of the payment, your participation in the event is reserved.

Cancellation:

If cancelled up to 15-11-2019, no fee will be charged for participation in the event. However, the hotel reservation made through European Body Art Foundation is ineligible for cancellation and should always be paid.

For cancellations after 15-11-2019, the following costs will be charged to you:

Cancellation between 15-11-2019 and 25-12-2019: 30 % of the reserved services.

Cancellation between 25-12-2019 and 25-1-2020: 50 % of the reserved services.

Cancellation between 25-1-2020 and 25-2-2020: 80 % of the reserved services.

Cancellation between 25-2-2020 and 12-3-2020: 95% of the reserved services.

Cancellation after 12-3-2020: 100 % of the reserved services.

Liability and damages:

Participation and stay at the event site are at your own risk. European Body Art Foundation is in no way responsible for lost or damaged personal or business property of the participants, volunteers or vendors, injury, material damage and/or consequential damages of any nature whatsoever, caused or nascent by participants, organization, visitors, customers or third parties. Also, European Body Art Foundation is not liable for damage caused by disasters and/or other reasons of force majeure.

The cause of damage to the property of European Body Art Foundation or materials made available or the theft thereof will be charged to the perpetrator or the person jointly and severally liable. For theft, the police will be informed. Damage or additional pollution which is caused by participants at the event venue, such as the halls, restrooms, all public areas and guest rooms, will be charged to the participant and should be paid at least before leaving the event venue. Without discussion any additional costs for repairs or damages must be paid before leaving the event venue. Costs which are not yet determent may still be charged to the participant when they are later fully known Also, damage or excessive pollution of the rooms and/or the cost of replacing unusable bed-, bath- and linen

will be charged to you. You need to grant daily access to your room to the organization and competent manager of the event location to check the regulations, any damages and/or additional pollution. Also, European Body Art Foundation is experiencing no liability for vehicles which are parked on or near the event location or damages that are caused by or to those vehicles.

Odds:

In case of force majeure, unforeseeable events outside its control and/or exceptional circumstances, retains European Body Art Foundation the right to transfer the event to another event location without any form of compensation, if possible in the area. In case of force majeure, resulting in a failure or malfunction or unavailability of an additional paid service, such as, without being limited, pre- and post-classes, dinner, family lunch, t-shirt or DVD, the compensation to the customer cannot be higher than what is paid extra for this service, free offered services for the participant cannot be refunded or compensated.

Reminder:

- Smoking is not allowed on the entire event venue and hotel rooms.
- It is not allowed to bring or use drugs.
- Pets are not allowed.
- Children under the age of 12 are not allowed to be a student at EFABE. Children between 12 and 16 years old are allowed as students at EFABE with supervision of an adult.
- During the event you will be required to wear a badge with at least your first name and possibly your company name, as well as an access strap that you cannot take off during the event. If you cut off the access band or stretch it so that it can be slid off the wrist, you can be denied access to the event.
- You must always strictly follow the house rules of the event location and instructions spelled out by staff of the event location.
- You must always comply with the laws and regulations of the country where the event is being held and you are always responsible for your own actions and the products, personal belongings or materials that you take with you.
- If you have lost your room key, you should immediately inform the reception of the event location and any replacement costs that will be passed on to you.
- Use of any minibar-items, paid internet, telephone, pay TV, etc. in your hotel room or drink and/or food what you consume at your own expense, you'll have to pay at the reception before leaving the event location.
- You must observe the check-in and check-out times of the event location. For longer stays in the room than permitted, the cost of an extra day will be charged and must be paid at the reception from the event location before departure.
- You should behave according to the generally accepted norms and values in the event location. Public areas in the event venue must be closed every night at 02:00 and the hotel rooms must be quiet to avoid inconvenience.
- Dietary requirements and/or food allergies, please make these known when booking. If this is not given in advance to European Body Art Foundation, we are not able to take this into account. Although we will try to do everything to meet the requirement, you can not in any way hold European Body Art Foundation liable in case the food offered does not meet the requirements.
- During the events of European Body Art Foundation, photos and films will be made by or on behalf of European Body Art Foundation which we may use for, but not limited to, social media and publication on European Body Art Foundation websites, printed matter, advertisements or some other publications. By participating in the events, you give explicit permission for free use of these photos and videos by European Body Art Foundation. We will, of course, be careful not to use compressing photos.

Customer service:

All correspondence based on these conditions must take place with:

European Body Art Foundation

Sasdijk 1a

4671 RN Dinteloord

Email: chris@efabe.eu

Applicable law, mediation and disputes:

Dutch law applies to all agreements concluded with the European Body Art Foundation. If a dispute arises between you and the European Body Art Foundation as a result of an agreement between you and the European Body Art Foundation, you can request the European Body Art Foundation to have the Consumer Association mediate in this, unless the nature of this dispute does not justify such a mediation. If a dispute cannot be settled amicably, the court in Breda is authorized to take cognizance of this dispute, unless you have submitted it in writing (via fax, letter or e-mail) within 4 weeks after the dispute arose. European Body Art Foundation states that it has objections. In that case the rules of the Code of Civil Procedure apply.