

Academy Courses 2016

REGISTRATION FORM

Last Name

First Name

Institute

Street & No.

Postal Code City

Country

Phone E-mail

Register for:

Modern Hysteroscopy Course

Venue: **Maribor, Slovenia** 2nd - 4th March 2016

Nicosia, Cyprus 31st March - 2nd April 2016

2nd - 4th June 2016

Fee: € 990.00 € 890.00 - ESGE members / residents

A to Z Laparoscopic Suturing Course

Venue: **Leuven, Belgium** 14th - 16th March 2016

Nicosia, Cyprus 1st - 3rd December 2016

Fee: € 990.00 € 890.00 - ESGE members / residents

Transvaginal Laparoscopy Course

Venue: **Leuven, Belgium** 3rd - 4th November 2016

Fee: € 500.00 € 450.00 - ESGE members / residents

Course venue in Leuven

+the Academy
 Diestsevest 43/0001
 3000 Leuven
 Belgium
 T +32 • 16 629 629
 F +32 • 16 629 639
info@europeanacademy.org
www.europeanacademy.org

Course venue in Nicosia

+the Academy | Nicosia Branch
 ARETAEIO Hospital
 55-57 Andrea Avraamides,
 Strovolos 2024
 Nicosia
 Cyprus

Course venue in Maribor

University Medical Center Maribor
 Ljubljanska ulica 5
 2000 Maribor
 Slovenia

I transfer the amount of € to the account of +the Academy.
 ING Belgium - Markt 5 - BE 3200 Aarschot; IBAN: BE 03.3300.7314.1084 BIC: BBRUBEBB
 (Mention: your name and the course)

Charge my credit card for the amount of €

Credit Card Number

Expiry Date / Security Code

Cardholder Name

Name of Insitute (if applicable)

By sending this registration form to the Academy, the undersigned explicitly acknowledges to have received, read and accepted the general terms and conditions of sale of the Academy.

I want to receive a newsletter or other promotional information (e.g. new courses, product information, etc.) from the European Academy or any third party related to the Academy such as but not limited to the European Society for Gynaecological Endoscopy and ID Trust Medical bvba. By giving consent, I hereby expressly agree with (1) the use of the personal data provided in this registration form by the Academy or any third party related to the Academy (as described above) for direct marketing purposes and (2) the transfer of the personal data provided in this registration form to any third party related to the Academy (as defined above).

Date

/

/

Signature

GENERAL TERMS AND CONDITIONS OF SALE OF THE EUROPEAN ACADEMY OF GYNAECOLOGICAL SURGERY

This version is in effect since 31/08/2015

Article 1 – Definitions

“Academy”: the non – profit organization, incorporated under Belgian Law “the European Academy of Gynaecological Surgery”, with registered office at 3000 Leuven (Belgium), Diestsevest 43/0001, registered in the register of legal entities of Leuven under number 0867.055.779.

“Course”: the courses organized by the Academy, as posted on the Website.

“Customer”: any person or legal entity who inscribes for a Course organized by the Academy by filling in the registration form, as provided on the Website, and sending it to the Academy, whether or not on behalf of another person or legal entity. Registration is only open for persons who act in exercise of their (independent) professional or commercial activity.

“General Conditions”: the present general terms and conditions of sale.

“Order”: any inscription to a Course organized by the Academy.

“Order Confirmation”: the Academy’s verification of availability and confirmation of the Customer’s Order, by e-mail.

“Parties” or “Party”: the Academy and the Customer, or either one of them.

“Website”: the website of the Academy available on european-academy.org.

Article 2 – Object and scope of application

2.1. The General Conditions define the rights and obligations of the Parties within the context of the Courses.

2.2. The General Conditions are concluded between the Academy and its Customers.

2.3. The Parties agree that their relations shall be exclusively governed by the General Conditions, to the exclusion of all conditions previously available at the Website. The Academy rejects all other provisions and conditions (including those of the Customer), only with the exception of terms and conditions that the Academy expressly signs as agreed.

2.4. Any Order of the Customer implies the prior consultation

and express agreement to the present General Conditions by the Customer.

2.5. By inscribing to a Course, the Customer represents to possess full legal capacity. Any person, who is incompetent in the sense of Articles 1123 and following of the Belgian Civil Code, may not, under any circumstances, inscribe to a Course, or must do it through the intermediary and under the responsibility of his legal representative, identified in the way described in Article 2 of the present General Conditions. This legal representative must respect the present General Conditions.

2.6. The present General Conditions are subject to amendments at any time. It is important that the Customer reads them on a regular basis. Each version is specifically dated. Orders are therefore governed by the online General Conditions in effect at the time Orders are placed.

Article 3 – Registration

3.1. The Customer can register for a Course by (1) downloading the registration form provided on the Website, filling it in and returning it by e-mail or fax, as indicated on the registration form, or (2) in as far as available, by creating an account on the Website by following the registration procedure described at the Website. This registration procedure implies the obligation for the Customer to identify himself by giving a username (his e-mail address) and a password.

The username and passwords are personal and confidential. The Academy declines any liability in case of abusive use of a Customer’s username or password.

The Customer shall be solely responsible for the data provided in the registration form. The Academy can under no circumstances be held liable for any damages following any errors or faults in the provided data.

3.2. The Academy reserves the right to exclude, at any time, a Customer, for instance in case of frequent, abnormal and/or abusive behavior during the Course(s). The Customer shall be informed of his exclusion by an e-mail sent to the address indicated at the time of his registration.

Article 4 – Products description and availability

4.1. The Courses organized by the Academy are those figuring at the Website with a description of their essential characteristics, competences needed by the Customer, etc., at the time and day of the Website consultation by the Customer. The Academy implements all reasonable means to display at the Website the availability of a Course, but shall in no circumstances be liable if a Course is fully booked and participation of the Customer to the specific Course is no longer possible. In case of the unavailability of one of the Courses the Customer registered for, the Customer shall be informed and shall have the choice to either modify his Order or cancel it. In case of cancellation following unavailability of a Course, the Customer shall be reimbursed of the amount of his Order if payment was already made.

4.2. Offers of the Academy hold no obligations or commitments on the part of the Academy and can be withdrawn by the Academy at any time.

4.3. The Academy takes great effort to ensure that Course information, such as specifications, brochures, presentations, leaflets, on the Website are as accurate as possible. However, this information is to be used as references only. The photos, legends, and other descriptive elements illustrating the Course are merely for informative purposes.

The Academy takes no responsibility for any misrepresentation due to errors or omissions however communicated. In fulfilling any Order, the Academy holds the right to have minor deviations as related to the descriptions found on the Website regarding the characteristics of the Course or the material used during the Course(s), as far as they reasonably match the expectations of the Customer.

4.5. The Academy cannot under any circumstances be held liable if the competences trained or learned during the Course(s) or the material and tools provided during the Course(s) are used in an incorrect, irresponsible or illegal manner by the Customer, nor for material or physical damage to third parties caused by incorrect, irresponsible or illegal use of the such competences or material/tools.

4.6. The Academy reserves the right to make changes or additions to the Courses following new developments, new materials, etc.

Article 5 – Price

The prices of Course(s) are those which apply at the time of Customer's Order.

The prices on the Website include, unless specified otherwise, a fee for participation to the Course, as well as the material used during the Course. The prices do not include any travel and lodging costs, restaurant costs or any other similar costs, which shall be borne by the Customer.

The prices given are the gross prices and include the statutory incidental taxes. Value added taxes are not included in the given prices. and shall be charged additionally if required by law.

The Academy reserves the right to modify its prices at any time, but Courses shall be invoiced on the basis of the purchase price

in force at the time of the Customer's Order.

Article 6 – Order confirmation

6.1. After having registered for a Course, as defined in article 3 of this General Conditions, the Customer shall (1) pay the price by bank transfer or credit card, as needs to be indicated on the registration form, or (2) in as far as online registration is technically available, be invited to finalize the Order process, by clicking on "Proceed to payment". By paying, in both cases, the Customer declares fully accepting and without reserves the whole present General Conditions and validates definitively his Order.

In as far as online payment is provided, all online payments are processed for the Academy by external professional and specialized partners who control a payment infrastructure. The Academy has no access to the confidential financial information of the Customer. The online payments are executed through safety protocols. All online payments are subjected to the general terms and conditions of the external partner of the payment infrastructure who is the sole responsible for the correct processing of all online payments.

6.2. Any agreement is dependent and conditional upon the Order Confirmation. After receipt of payment and upon availability of the Course, the Academy shall confirm each Order by sending an e-mail to the Customer on the Address indicated by the Customer when he registered. This Order Confirmation shall mention among other things, the Order date, the Course registered for, the price, as well as the time, date and place of the Course. The data recorded by the Academy, as well as the Order Confirmation, constitute the proof of the contractual relationship between the Parties.

6.3. After payment has been made by the Customer, the Order cannot be cancelled by the Customer. The Customer can inform the Academy of its wish to transfer to a different Course organized by the Academy. The Academy can agree with such transfer in as far as there are still places available in that Course. The Academy shall not reimburse any payment made by the Customer. If the other Course is provided for a higher price, the surplus shall be borne by the Customer.

No reimbursements will be made in case the Customer does not participate to a Course, unless the Customer can provide genuine reasons for his absence, such as but not limited to illness, death of a family member, or any other case of force majeure.

Article 7 – Privacy protection and personal data processing

With regard to the processing of personal data and the use of cookies, the Academy refers to its privacy policy and cookie policy, which can both be consulted on the Website.

Article 8 – Liability

8.1. The responsibility of the Academy is at all times limited to the execution of the Courses to its best efforts. The Academy does not provide any warranties regarding the outcome of the Courses (ability to perform certain procedures, competences, etc.), nor regarding the contents and timings of the programme of the Course, the speakers, the date or the venue.

As such, the Academy shall not be liable for any conference/

programme amendments and/or cancellations, such as speaker cancellation. In case the Course does have to be cancelled completely, the Academy shall fully reimburse the price to the Customer, without any other compensation being due by the Academy.

In the event, a Customer has a complaint regarding the Course(s) followed, it shall inform the Academy within a period of five (5) days after termination of the Course.

In case of a founded complaint, the Academy shall, at its sole discretion (1) offer the Customer to retake the Course, free of charge, or (2) reimburse an amount equal to the disadvantage suffered by the Customer.

8.2. Under no circumstances, the Academy's liability under the present General Conditions shall exceed the actual sums paid or to be paid at the time of the transaction concerning the Course with respect to which such claim is made, whatever the cause or the form of the claim.

8.3. To the extent permitted by applicable law, there are no other warranties, conditions or other terms that are binding on the Academy than the ones mentioned in these General Conditions. The Academy will not be liable to the Customer (or any other parties):

- for any indirect, incidental, consequential, punitive or exemplary damages, or for loss of income, profits, bargain, revenue, contracts, goodwill, use, enjoyment, time, data, electronically transmitted orders or other economic advantage (but not to the extent that applicable law prohibits liability exclusions or limitations for intentional torts, gross negligence, damages arising out of product liability or other fault bases),

except in the event of damages that result from the Academy's gross negligence or intent as well as in the event of health dangers, life dangers and bodily injuries. The liability according to the product liability law remains unaffected.

- all inconveniences or damages linked to the use of Internet, such as a service rupture, an external intrusion or the presence of informatics viruses, unauthorized access by a third party to the Customer's account, or any other event constitutive of force majeure.

- for any shortcoming in the performance of any obligation caused by force majeure or hardship. In case of force majeure or hardship the Academy may at its discretion (1) temporarily suspend the Course; (2) cancel the Course definitively. By force majeure and hardship are understood, among other things (this list is purely given as an example): unavailability of the speaker/teacher, scarcity of materials/tools, ice formation, exceptional weather conditions, strikes, mobilisation, wars, disease or accidents, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities, export obstacles, import obstacles, breakdowns, traffic jams, etc.

Article 9 – Intellectual Property

9.1. The Academy or its licensor retains all rights, ownership, and

interest in any copyright, trademark, or other intellectual property rights to products, documentation, know – how or any other information used/provided during or in relation to the Course, as well as the name, (trade)mark and logo under which the Courses are provided.

9.2. Nothing in these General Conditions shall be construed to grant to the Customer any rights, ownership or interest in the Academy or its licensor's copyrighted material, trademark(s), or other intellectual property rights to the products, documentation, know – how or any other information used/provided during or in relation to the Course.

9.3. The Academy cannot be held liable for any breach of other intellectual property rights by independent speakers or any other third parties involved in the organization of the Courses. The Academy shall under no circumstances be liable for the content of the lecture of an independent speaker.

9.4. The Customer agrees to cooperate with and assist the Academy at its own expense, in the protection of trademarks, patents, or copyrights owned by or licensed to the Academy and shall inform the Academy immediately of any infringements or other improper action with respect to such trademarks, patents, or copyrights that shall come to the attention of the Customer.

Article 10 – Contact and enquiries management

In case a Customer has a question related to the Course, he can contact the Academy using the following email address: (e-mailaddress). The Academy will contact the Customer within a maximum 5 working days delay to provide an answer to the Customer's enquiry.

Article 11 – Governing Law and jurisdiction

11.1. The General Conditions are governed by Belgian law.

11.2. In the event of a dispute, the Parties shall try to find an amicable solution before initiating any proceedings. Failing an amicable settlement, the dispute shall be subject to the exclusive jurisdiction of the competent courts of the registered office of the Academy.

Article 12 – Separable provisions

12.1. If one or more provisions of the General Conditions are held invalid or declared as such by application of a law or a regulation, or following a final decision from a competent court, this shall not affect the validity of the other provisions.

12.2. The General Conditions and the Order Confirmation transmitted to the Customer form a contractual ensemble and constitute the whole contractual relationship between the Parties. If there is any contradiction between those documents, the General Conditions shall prevail.

Article 13 – Modification

13.1. The Academy reserves the right to modify the General Conditions at any time and shall communicate the new version to the Customers through the Website.