

Terms and Conditions of Registration for Participation in Events Organised by SOLA Business Services/SOLA Congressen

Version 4 2019

Article 1. Definitions

Registration Form	The electronic form that SOLA makes available and with which a Participant is registered for participation in an Event. The registration will be confirmed by SOLA in writing.
Applicant	A natural person who registers for participation in an Event in accordance with these Registration Conditions or the company or organisation that registers a Participant; also, the person who pays the Event Fee.
Consumer	Applicant who is a natural person, not acting in a professional or business capacity.
Participant	The natural person who will actually participate in the Event.
Event	Any kind of meeting, conference, training, workshop or other type of event organised by SOLA.
Event Date	Date on which the Event starts.
Event Fee	The fee due for participation in an Event.
Client	The legal person who has instructed SOLA to organise an Event or to take care of the logistical side of an Event otherwise organised by the Client itself.
Force majeure	Any shortcoming on the part of SOLA that cannot be attributed to SOLA because it is not attributable to SOLA and not for account of SOLA pursuant to any law, legal act or generally accepted practice.
In writing	A document which is/has been sent by regular mail as well as a digitally/electronically sent message sent via Outlook or any other e-mail software. Sending a message via SMS, MMS, Whatsapp, Google Hangout or any other type of messaging service does not fall under the definition of 'in writing'.
SOLA	SOLA Business Services, also trading under the name SOLA Congressen, with its registered seat at Beijerdstraat 9, 4112 NE in Beusichem, the Netherlands and registered in the Trade Register of the Dutch Chamber of Commerce under number 30247893.

Article 2. General

1. These Terms and Conditions of Registration apply to all of SOLA's offers and activities in connection with participation in Events, as well as to all agreements concluded with SOLA in this regard.
2. If SOLA, as the case may be, deviates from one or more provisions of the Terms and Conditions of Registration for reasons it deems appropriate, such deviation does not mean that the other provisions do not remain in force or that SOLA cannot invoke these Terms and Conditions of Registration in subsequent, similar or non-similar situations.
3. It is not permitted to duplicate/copy these Terms and Conditions of Registration or to use them in any other way without prior written permission from SOLA.

Article 3. Registration Procedure

1. You can only register for an Event by filling in and sending the electronic Registration Form.
If the Applicant is not also the Participant, for example, if a Participant is registered by a company or agency, the Participant's name is also indicated on the Registration Form.
2. The Applicant and/or Participant will receive a confirmation of the registration.
3. Agreements with SOLA are only established by written confirmation of the registration by SOLA.
4. Changes to the registration are only binding if they have been confirmed by SOLA in writing.

Article 4. Date and Location of the Event

1. SOLA has the right to change the date and/or location of the Event for which the Participant has been registered. The Participant will be notified of this in writing.
2. SOLA sets a minimum number of Participants per Event. SOLA has the right not to have an Event take place if the number of Participants is less than the minimum set by SOLA. In case of such cancellation, SOLA will notify the Applicant in writing. If the Event Fee has already been paid, SOLA will refund it.
3. If the Event Fee already paid must be refunded to the Applicant on the basis of these Terms and Conditions of Registration, the amount to be refunded will never be more than the Event Fee already paid.
4. In the event that the Event cannot take place due to force majeure on the part of SOLA, SOLA will specify a replacement date. No compensation is owed by the Applicant to SOLA for this, nor does SOLA owe any compensation of any kind to the Applicant.

Article 5. Payment

1. The Event Fee due must be paid in full at the latest on the due date stated on the invoice.
2. If payment of the Event Fee has not been received by SOLA within the applicable payment period, and SOLA is unable to collect such payment by direct debit, the Applicant will be given written notice of default. After expiry of the period stated in the notice of default, the Applicant is legally in default in respect of SOLA and all claims that SOLA has on the Applicant are immediately due and payable.
3. If the Applicant is declared bankrupt, has applied for a (provisional) suspension of payment or if the Dutch Natural Persons Debt Refinancing Act [*Wet Schuldsanering Natuurlijke Personen*] is declared applicable to him/her, notice of default does not apply. In that case, the Applicant is legally in default, and all claims that SOLA has on the Applicant are immediately due and payable.

4. From the day on which the default occurs, as referred to in Article 5, Paragraph 3 of these Terms and Conditions of Registration, to the day that full payment of the Event Fee has been received by SOLA, the Applicant owes SOLA the statutory commercial interest under Article 6:119a of the Dutch Civil Code.
As soon as SOLA has referred the claim to a third party for extrajudicial collection, the Applicant will also owe the additional costs that are charged by the collection agency engaged by SOLA.
In the event of judicial collection, the Applicant is required to fully pay the reasonably incurred actual judicial costs, including legal assistance, to the extent that the actual costs exceed the amount of the (possible) legal costs order.
Paragraph 5 of this article applies to consumers.
5. If the Applicant is a consumer, the Dutch Debt Collection Costs Act [*Wet Incassokosten*] applies. For extrajudicial collection costs, the following scale applies to consumers with regard to the collection costs to be reimbursed by the Applicant:
 - 5% of the amount of the principal amount of the claim over the first €2,500 of the claim, with a minimum of €40;
 - 10% of the amount of the principal amount of the claim over the next €2,500 of the claim;
 - 5% of the amount of the principal amount of the claim over the next €5,000 of the claim;
 - 1% of the amount of the principal amount of the claim over the next €190,000 of the claim;
 - 0.5% over the excess of the principal amount with a maximum of €6,775.

Article 6. Cancellation of Registration for the Event

1. The Applicant can only cancel a registration for an Event by means of a written notice. SOLA will confirm the cancellation in writing.
2. In the event of cancellation more than 8 (eight) weeks before the Event Date, a refund will be made after deduction of 30% (thirty per cent) administration costs.
3. In the event of cancellation less than 8 (eight) weeks before the Event Date, no refund can be made, and the full Event Fee will be due in accordance with the provisions of Article 5 of these Terms and Conditions of Registration.
4. In the event of the death of a Participant, any Event Fee already paid will be refunded. SOLA reserves the right to request further documentation.

Article 7. No-Show

1. If a Participant, for whatever reason, fails to appear at the Event without cancellation as referred to in Article 6, Paragraph 1 of these Terms and Conditions of Registration, the Applicant will owe the Event Fee in accordance with the provisions of Article 5 of these Terms and Conditions of Registration.
2. Any Event Fee already paid will not be refunded.

Article 8. Substitution of Participant

1. In the event that the Event Fee is paid by a company, a substitute may participate in the Event if SOLA is notified of such substitution in writing at least 1 (one) week prior to the Event Date.
2. The substitution will be confirmed by SOLA in writing.
3. If substitution is not possible, the cancellation conditions as stated in Article 6 of these Terms and Conditions of Registration apply.

Article 9. Dissolution

1. SOLA reserves the right to change the prices it offers.
2. If the aforementioned price changes with regard to a specific Event amount to more than 10% (ten per cent) of the offered price excluding VAT, the Applicant has the right to terminate the agreement on condition that the Applicant does so within 2 (two) weeks after acknowledgement of the price change in writing to SOLA. In that case, the Applicant is not entitled to compensation for whatever reason.
3. The cancellation is final after written confirmation from SOLA.

Article 10. Copyright and Property Rights

1. SOLA reserves all rights regarding the (study) materials supplied by or through SOLA. Nothing may be reproduced from the (study) materials, stored in automated data files or made public in any form or by any means without prior written permission from SOLA. It is not permitted to make the (study) materials available to third parties.

Article 11. Liability

1. Obligations of SOLA on the basis of these Terms and Conditions of Registration are best efforts obligations. SOLA's liability is limited to reimbursement of the Event Fee, insofar as such an obligation to refund follows from these Terms and Conditions of Registration.
2. SOLA is in no way liable for consequential damage suffered by Applicants, Participants or third parties.

Article 12. Applicable Law and Competent Court

1. All agreements concluded with SOLA are governed by Dutch law.
2. Disputes are settled by the competent court in the district of Utrecht unless SOLA chooses the competent court in accordance with general rules of jurisdiction.