

General Terms and Conditions LIMSC



ARTICLE 1 – APPLICABILITY

These General Terms and Conditions apply to every offer made by LIMSC to a participant and to every agreement entered into between LIMSC and a participant.

1. These General Terms and Conditions also apply to every offer made by LIMSC to external parties and to every agreement entered into between LIMSC and external parties.
2. Prior to the conclusion of an agreement, the participant will be provided with these General Terms and Conditions. If this is not reasonably possible, LIMSC will inform the Member of the manner in which the General Terms and Conditions may be inspected.
3. No deviation from these General Terms and Conditions is permitted. In exceptional circumstances, deviations may be allowed when this has been explicitly agreed to in writing by the LIMSC Organising Committee.
4. These General Terms and Conditions also apply to supplementary, amended, and subsequent assignments given by the participant.
5. If one or more provisions of these General Terms and Conditions are wholly or partially void or are annulled, the remaining provisions remain in full force and effect. The void or annulled provision(s) will be replaced by a provision that corresponds as closely as possible to the purpose and effect of the original provision.
6. Any ambiguities concerning the content or interpretation of these General Terms and Conditions, or situations not expressly provided for herein, will be assessed and interpreted in accordance with the spirit and purpose of these General Terms and Conditions.
7. If LIMSC has not at all times required strict compliance with these General Terms and Conditions, this will not affect its right to demand full or partial compliance with these General Terms and Conditions at any later time.

ARTICLE 2 – AGREEMENTS

1. The Agreement will commence at the moment the participant accepts an Offer made by M.F.L.S.



2. An Offer may be made by LIMSC either through its website or in person.
3. When the participant has accepted an Offer made by LIMSC, LIMSC must confirm the Agreement with the participant in writing or by email.
4. LIMSC will not be bound by an offer if the participant could reasonably have expected, understood, or ought to have understood that the offer contained an obvious error or clerical mistake. The participant may derive no rights from such error or mistake.
5. Every agreement is entered into with LIMSC as a legal entity and not with any individual associated with LIMSC.
6. When the agreement relates to the purchase of products, it will not be subject to a fixed term and shall terminate upon the full performance by both parties of their respective obligations, without prejudice to any rights and obligations which are intended to survive termination.
7. LIMSC is entitled to terminate the agreement on the grounds of an attributable failure by the other party to perform its obligations under the agreement, provided that such party has first been given written notice of default and a reasonable period in which to remedy the breach, and has nevertheless failed to fulfil its obligations properly within that period.
8. Either the participant or LIMSC may terminate the agreement, in whole or in part, with immediate effect by written notice and without any further notice of default if either party has been granted a suspension of payments, has filed for or been declared bankrupt, or ceases to carry on its business by reason of liquidation. In any of the foregoing circumstances, LIMSC will not be obliged to refund any sums already received and/or pay any compensation for damages.

ARTICLE 3 – PARTICIPANT OBLIGATIONS

1. The participant must provide all information requested by LIMSC, together with any other relevant information, upon accepting the offer. This may include, but is not limited to the participant's name, address, course of study, and email address.
2. LIMSC is under any obligation to verify the accuracy and/or completeness of the provided information. Where incorrect and/or incomplete information has been provided, LIMSC will be entitled to terminate the agreement with immediate effect, without prejudice to its right to claim damages.
3. The participant must, upon the first request of M.F.L.S. and/or any third party engaged by LIMSC, provide proof of identity.

4. The participant must conduct themselves in accordance with public order, accepted standards of morality, and the applicable house rules and code of conduct. Where applicable, the participant shall comply with any directions or instructions issued by or on behalf of LIMSC.
5. Attendance at, and entry to, the venue of any Event shall be entirely at the participant's own risk and responsibility. The participant must comply with all applicable safety regulations at all times.
6. It is strictly prohibited to bring glassware, alcoholic beverages, fireworks, firearms or other weapons, and/or any other dangerous items, including but not limited to any items or substances prohibited by law, to an Event. LIMSC maintains a zero-tolerance policy in this respect.
7. The use of any substances listed in Schedule I or Schedule II of the Dutch Opium Act (*Opiumwet*) without a valid medical prescription or for recreational purposes is strictly prohibited. Where a participant is suspected of being under the influence of such substances, the participant is required to leave the Event venue immediately by or on behalf of LIMSC. Any further measures will be determined by LIMSC following the incident, and the participant will be informed of the outcome.
8. The consumption of alcoholic beverages by participants who are under the legal drinking age is strictly prohibited. When an underage participant is suspected of, or found to be, consuming alcohol during an Event, a formal warning will be issued. Upon a second formal warning, the participant is required to leave the Event venue immediately by or on behalf of LIMSC.
9. Without prejudice to the provisions of this Article, where a participant fails to comply with the applicable rules of conduct and/or engages in misconduct, LIMSC is entitled to terminate the agreement and/or deny the participant access to any Event.

ARTICLE 4 – PRICES AND CANCELLATION

1. Unless otherwise agreed in writing, all prices displayed to the participant are inclusive of value added tax.
2. When a participant cancels their registration for an Event, the participation fee shall only be refunded if LIMSC has not yet incurred any non-refundable costs in respect of that participant, or if another participant from the waiting list fills the vacated place. When no replacement participant is found and non-refundable costs have already been incurred, the participant will not be entitled to a refund of the participation fee.

3. When only part of the cancelled places are filled by replacement participants, refunds will be granted in accordance with the chronological order in which cancellations were received. Accordingly, the earlier the participant cancels their registration, the earlier they are eligible for a refund, provided that all other applicable conditions have been satisfied.
4. Where the participant is entitled to a refund of the participation fee already paid, LIMSC will reimburse this amount within fourteen calendar days from the date on which the participant's entitlement to the refund arises.
5. The resale or transfer of Event places or tickets through any means other than LIMSC is strictly prohibited.
6. LIMSC reserves the right to cancel an Event where it considers that there are reasonable grounds for doing so. These grounds include, but are not limited to an insufficient number of registrations, unforeseen circumstances preventing the Event from taking place, safety concerns, or events of force majeure. When an Event is cancelled by LIMSC, the participant is entitled to a full refund of the participation fee, unless agreed otherwise in writing.

ARTICLE 5 – ADMISSION TICKETS

1. This article shall apply only where an admission ticket is required.
2. An admission ticket consists of a digital document issued by LIMSC containing a QR code, unless LIMSC provides a physical admission ticket. Each QR code is unique.
3. Admission tickets are issued on a personal basis and are provided only once. M.F.L.S. shall be entitled to assume that the holder of an Admission Ticket is the person lawfully entitled to use it.
4. LIMSC reserves the right to impose a maximum number of admission tickets that may be obtained by any participant. When such a limit applies, the participant must comply.
5. When a participant makes an admission ticket available to a third party on a non-commercial basis, these Terms and Conditions also apply to that third party. The participant warrants that any such third party has been informed of the contents of these Terms and Conditions and of the rights and obligations that may arise.
6. The risk of damage to, loss, misuse or theft of an admission ticket will be borne entirely by the participant.
7. Admission tickets may not be returned prior to the commencement of the Event.

8. LIMSC reserves the right to declare an admission ticket invalid and/or refuse the participant admission to the Event when it is established that the admission ticket has been obtained through fraud, misuse, or any other breach of these Terms and Conditions or applicable law.

ARTICLE 6 – FORCE MAJEURE

1. LIMSC will not be responsible for any failure to perform its obligations under the agreement when such failure results from an event of Force Majeure.
2. For the purposes of these Terms and Conditions, a Force Majeure event affecting M.F.L.S. may include, but is not limited to:
 - a. force majeure affecting the suppliers of LIMSC;
 - b. acts, requirements, or recommendations imposed upon or issued to LIMSC;
 - c. defects in software or failures attributable to third parties engaged in the performance of the services;
 - d. governmental measures or restrictions;
 - e. interruptions or failures in electricity supplies, internet services, data networks and/or telecommunications facilities;
 - f. illness affecting the LIMSC Organising Committee or any advisers engaged by LIMSC;
 - g. pandemics and epidemics;
 - h. adverse weather conditions;
 - i. war, armed conflict, or similar hostilities;
 - j. any other circumstances which, in the reasonable opinion of LIMSC, are beyond its reasonable control and which temporarily or permanently prevent the performance of its obligations.

ARTICLE 7 – LIABILITY

1. LIMSC is not liable for the manner in which the programme of an Event is organised or delivered, including, but not limited to, any changes to its content, duration, or schedule.
2. LIMSC is not responsible for the loss, damage, or theft of the participant's clothing, personal belongings, or other property.

3. To the fullest extent permitted by law, LIMSC excludes all liability for damage to property, consequential loss, personal injury, or death suffered by the participant when such loss or damage results from the participant's own acts or omissions or those of third parties. Participation in any Event shall be entirely at the participant's own risk. The participant will at all times remain solely responsible for their conduct at and around the Event, irrespective of whether the participant is under the influence of alcohol, substances listed in Schedule I or Schedule II of the Dutch Opium Act (*Opiumwet*), or any other prohibited substances.
4. The participant acknowledges that loud and/or amplified music may be played during an Event. LIMSC recommends that the participant wears appropriate hearing protection and takes regular breaks in areas where no music is being played.
5. LIMSC is not liable for any loss, damage or injury arising from the consumption or use of alcohol, substances listed in Schedule I or Schedule II of the Dutch Opium Act (*Opiumwet*), and/or any other prohibited substances.
6. To the fullest extent permitted by law, LIMSC will not be liable for any indirect or consequential loss or damage, including, but not limited to, business interruption, loss of profit, loss of revenue, loss of savings, financial loss, delay, loss of interest, or non-pecuniary loss.
7. LIMSC will not be liable for any loss or damage resulting from:
 - a. any act or omission of third parties, including persons engaged by LIMSC;
 - b. any act or omission of other participants;
 - c. the participant's failure to comply with instructions issued by LIMSC or with the rules of conduct;
 - d. any changes to the scheduled commencement or finishing times of the Event; or
 - e. the loss, damage or theft of the participant's property.
8. LIMSC will only be liable when the loss or damage has been caused by its wilful misconduct or gross negligence. In such circumstances, its liability will be limited to the amount paid out under its applicable liability insurance policy or, where no such payment is made, to the amount for which LIMSC ought reasonably to have been insured.
9. LIMSC does not warrant the correct, complete, or timely receipt or transmission of electronic communications, including email, and will not be responsible for any consequences arising from delays, interruptions, or errors in such communications.
10. Where a participant is suspended or removed from an Event for breaching the zero-tolerance policy, the participant is solely responsible for arranging and paying for any transport and, where applicable, accommodation.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

1. All Intellectual Property Rights of LIMSC, including, but not limited to, Intellectual Property Rights relating to all publications, designs, models, reports, and recordings, remain vested exclusively in LIMSC and will not be transferred to the participant unless expressly agreed otherwise in writing.
2. The participant may not disclose, reproduce, modify, or make available to any third party any documents or software in respect of which LIMSC holds Intellectual Property Rights, including for commercial purposes, without the prior express written consent of LIMSC. When the participant wishes to make any modifications to items delivered by LIMSC, LIMSC must provide its explicit approval of the proposed modifications.
3. The participant may not use any items or documents in respect of which LIMSC holds Intellectual Property Rights other than for the purposes agreed in the Agreement.
4. The parties must inform each other and take appropriate joint measures when any infringement of Intellectual Property Rights occurs.

ARTICLE 9 – GOVERNING LAW

1. The legal relationship between LIMSC and the participant will in all circumstances, regardless of the participant's country of origin or country of residence, be governed exclusively by Dutch law.
2. Any disputes arising out of or in connection with the agreement and/or these Terms and Conditions will be submitted exclusively to the competent court of the District Court of The Hague, the Netherlands. When the participant qualifies as a Consumer and mandatory provisions of law grant jurisdiction to another court, the participant may have the right, within one (1) month after LIMSC has invoked this provision in writing, to elect to have the dispute submitted to the court having jurisdiction under such mandatory provisions.
3. LIMSC is entitled to amend these Terms and Conditions and will notify the participant accordingly.
4. LIMSC may declare additional rules and/or regulations (including house rules) applicable to these Terms and Conditions.

ARTICLE 10 – OFFERS

1. All offers made by LIMSC are non-binding unless expressly stated otherwise in writing. When an Offer is subject to a limited period of validity or specific conditions, this shall be expressly stated in the offer.
2. LIMSC will only be bound by an offer when the participant has already paid the amount due using the payment method specified. Notwithstanding the foregoing, LIMSC retains the right to refuse to enter into an agreement with a participant where it has reasonable grounds to do so.
3. The offer will contain a description of the product being offered. This description will be sufficiently detailed to enable the participant to make an informed assessment of the offer. Any general terms, conditions, or information included in the offer will be provided for indicative purposes only and do not constitute grounds for any claim for compensation or termination of the agreement.
4. offers are only valid subject to availability.

ARTICLE 11 – FORMATION OF THE AGREEMENT

1. The agreement will be concluded at the moment the participant accepts an offer made by LIMSC by paying for the relevant product.
2. An offer may be made by LIMSC either through its website or in person.
3. When the participant has accepted the offer by entering into an agreement with LIMSC, LIMSC will confirm the agreement with the participant in writing or, at the very least, by email.
4. The right of withdrawal are excluded for any participant acting in the course of a profession or business. A participant who qualifies as a consumer has the right to exercise the statutory right of withdrawal within the applicable legal period. When the right of withdrawal applies, the participant will handle the product and its packaging with due care. The product may only be unpacked or used to the extent necessary to establish the nature, characteristics, and functioning of the product. The direct costs of returning the product will be borne by the participant.
5. Products which, for reasons of hygiene, cannot be accepted for return are excluded from the right of withdrawal.

ARTICLE 12 – PRICES AND PAYMENT

1. The prices stated in the offer are inclusive of VAT, unless expressly stated otherwise.
2. When products or raw materials are subject to price fluctuations on the financial market over which LIMSC has no control, LIMSC may offer such products at variable prices.
3. Payment may be made in advance, in the currency stated on the invoice, using the payment method specified.
4. The member must make payment in full in a single instalment to the bank account number provided by LIMSC. The parties may only agree an alternative payment term with the express prior written consent of the LIMSC Organising Committee.
5. When the member fails to comply with its payment obligations within the applicable period, the member will first receive a written notice of demand granting an additional period of ten (10) working days from the date of such notice to fulfil its payment obligations. This notice also specifies the amount of any extrajudicial collection costs that shall become payable if the member fails to fulfil its obligations within this additional period.