

# Academy Courses 2014

## REGISTRATION FORM

Last Name .....

First Name .....

Institute .....

Street & No. ....

Postal Code .....

City .....

Country .....

Phone .....

E-mail .....

Register for:

### A to Z Laparoscopic Suturing Course

Venue: Leuven, Belgium

March 2014, 05-07

Fee:  ESGE Member € 800

October 2014, 29-31

Non-ESGE member € 900

Nicosia, Cyprus

November 2014, 26-28

### Modern Hysteroscopy Course

Venue: Leuven, Belgium

March 2014, 19-21

Fee:  ESGE Member € 800

October 2014, 22-24

Non-ESGE member € 900

Nicosia, Cyprus

May 2014, 14-16

### Transvaginal Laparoscopy Course

Venue: Leuven, Belgium

March 2014, 19-20

Fee:  ESGE Member € 400

October 2014, 22-23

Non-ESGE member € 450

#### Course venue in Leuven and registration

+the Academy

Diestsevest 43/0001

BE 3000 Leuven

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

+the European Academy  
of Gynaecological Surgery  
is a non-profit organization  
and an apolitical spin-off  
initiative of

the European Society  
for Gynaecological  
Endoscopy (ESGE).

VAT BE 0867 055 779

ING 330-0731410-84

IBAN BE03 3300 7314 1084

BIC BBRUBEBB

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: Last Name, First Name, Course & Date)

Charge my credit card for the amount of € .....

VISA

MasterCard

Credit Card Number .....

Expiry Date .....

/ .....

/ .....

Security Code .....

Cardholder Name .....

Name of Insitute (if applicable) .....

Date .....

/ .....

/ .....

Signature

Registration will be confirmed within 48 hours.

Residents with certifying statement by their Head of Department pay the reduced registration fee of € 800 become ESGE member free of charge for 1 year. For any questions, please call +32 16 629 629

# GENERAL CONDITIONS OF SALE AND SERVICE

## 1. Applicability

1.1. The legal relationship between the European Academy of Gynaecological Surgery vzw, with registered office at 3000 Leuven (Belgium), Diestsevest 43/0001, registered under the company number 0867.055.779 ("EAGS") and the client ("the Client") shall be governed exclusively by the present general conditions of sale.

1.2. EAGS may amend these Conditions from time to time.

## 2. Offers and orders

2.1. All offers (included presentations, brochures, leaflets,...) submitted by EAGS are without engagement to the Client unless stated otherwise.

2.2. An order shall be deemed agreed upon by EAGS from the moment the Client has received written confirmation from EAGS.

## 3. Cancellations

3.1. Cancellation of a purchase order for tools is only possible within eight (8) days after having received the written confirmation of EAGS. Any cancellation of an order after that period, for whatever reason, will give the right to EAGS to claim without prior notice payment of an indemnity of 25% of the value of the order.

3.2. Cancellation for events as conferences, training courses, certification programme and any other similar services must be received by mail, fax or email three weeks before the event takes place. In case of cancellation thereafter the full fee is payable. Delegate substitutions are welcome at any time prior to the dates of the events.

## 4. Price and payment

4.1. The price for the products and services are indicated in euro (EUR), and exclusive of VAT and other taxes or charges.

4.2. Invoices have to be paid cash unless stated otherwise.

4.3. EAGS will only deliver the Client's order after EAGS has received full payment unless stated otherwise.

4.4. In the event of late payment, an interest of 12% per year will be due automatically and without requirement of a prior written notice, as well as a fix compensation of 15% of the invoice amount, with a minimum of 100,00 euro.

4.5. In all circumstances, the ownership of the tools shall devolve upon the Client no sooner than at the moment when the Client has fully paid the price for the tool to EAGS.

## 5. Delivery and delivery term

5.1. The time of delivery as indicated by EAGS will be an approximate timing, unless specifically agreed otherwise.

5.2. The Client is obliged to take the tools delivered by EAGS at the appointed time and place and shall sign the delivery note for receipt. EAGS delivers tools no further than the ground floor of the Client's building.

5.3. If no one is available at the Client's address to take delivery, EAGS will leave the Client a note that the tools have been returned to EAGS' premises, in which case please contact EAGS to rearrange delivery.

5.4. Any visible defects to the outer packaging must be notified on the delivery note or reported in writing by registered letter to EAGS within a period of eight (8) calendar days, including a detailed description of the defect. Notwithstanding the foregoing, the use of the supplied tools by the Client implies irrevocable acceptance.

5.5. Risk of loss and damage to the tools shall pass to Client upon delivery.

## 6. Intellectual Property

The Client acknowledges that EAGS or one of its affiliates remains the exclusive owner of all intellectual property rights related to the manufacturing process, composition and technical specifications of the products. Furthermore, EAGS remains the exclusive owner of the name, mark and logo under which the products are sold. The Client undertakes to make no claim on the above mentioned intellectual rights, whatsoever.

## 7. Warranties and liability

7.1. EAGS' liability and warranty is limited to the extent permitted by Belgian law.

7.2. EAGS will use reasonable skill and care in the provision of

the Services. EAGS reserves the right to change the programme as it sees fit.

7.3. In case of delivery of a defective tool, the liability of EAGS is limited to the replacement or the repair, at its own discretion, of the defective tool.

7.4. EAGS shall not be liable towards the Client if the latter has not used the tools for the purpose for which they are intended.

7.5. It may be necessary for EAGS for reasons beyond its control to change the contents and timings of the programme, the speakers, the date or the venue. EAGS does not bear responsibility for any conference/programme amendments and/or cancellations, such as speaker cancellation.

In the unlikely event of a programme having to be cancelled, EAGS will make a full refund but disclaim any further liability.

7.6. EAGS is not liable for or obliged to compensate intangible, indirect or consequential damages, including (without limitation) lost profits, lost revenue, production limitations, administrative or personnel costs, loss of customers or third party claims.

7.7. The limitations of liability as set forth in the present Article shall not apply in case of fraud, wilful misconduct or gross error committed by EAGS.

## 8. Force Majeure

8.1. EAGS shall not be liable for a delay or shortcoming in the execution of the agreement if this is attributable to force majeure. Force Majeure is defined as, without this summary being limiting: order from the authorities, mobilization, war, epidemic, lock-out, strike, demonstration, technical defects in the transfer of communication, fire, flood, explosion, lack of raw materials or labour forces, changed global economic circumstances, vandalism, exceptional weather conditions and all circumstances which are outside EAGS' control and disturb the ordinary course of business, without EAGS being required to demonstrate the unexpectedness of these circumstances.

8.2. In case of force majeure EAGS shall immediately inform the Client thereof and take all reasonable measures to overcome the temporary force majeure situation.

8.3. If the force majeure situation endures for a period of more than 90 days, each party has the right to terminate the Agreement without any kind of compensation due to the other party.

## 9. Assignment

9.1. EAGS may assign the Agreement or any part of it to any person, firm or company.

9.2. The Client shall not be entitled to assign the Agreement or any part of it without the prior written consent of EAGS.

## 10. Miscellaneous

10.1. Failure or delay by EAGS in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement, at present or in the future.

10.2. If at any time any provision of these general terms and conditions should in any manner be or become illegal, invalid or unenforceable under any applicable law, neither the legality, validity or enforceability of the remaining provisions of these general conditions and of the agreement, nor the legality, the validity or the enforceability of these provisions under the legislation of any other jurisdiction shall be affected or damaged in any way whatsoever. EAGS and the Client shall make all reasonable efforts and take all necessary actions to replace any illegal, invalid or unenforceable provision of these general conditions of sale with a legal, valid and enforceable provision with substantially the same economic scope for the parties and, to the extent legally permissible, to contain the original intention.

## 11. Applicable law – competent court

11.1. Each Agreement, with the inclusion of these general terms and conditions of sale, shall be governed by Belgian law. The United Nations Treaty regarding International Sale Agreements (the Vienna Sales Convention of 11 April 1980) is expressly excluded.

11.2. Any dispute arising from or in connection with the Agreement or these general terms and conditions shall fall under the exclusive jurisdiction of courts of Leuven (Belgium).