

## General Terms & Conditions

### Article 1 - Agreements

1. Management Producties offers three types of agreements:

1.1 **Participant:** by registering to participate in a (online)conference (or a related product) either online, by e-mail, or by phone the applicant effectively and legally agrees to pay the pre-determined participation fee.

1.2 **Sponsor/exhibitor:** a confirmation in writing (also by e-mail) or signing off on a sponsoring proposal drawn up by Management Producties legally binds the sponsor/exhibitor to payment of the fee mentioned in said proposal.

1.3 **Organisation of a conference (or part thereof) on behalf of a third party:** awarding the contract in response to a Management Producties tender by written confirmation (also by e-mail) effectively and legally binds the client to payment of the proposed fee as mentioned in the tender. If the client later makes changes to the assignment, he will have to explicitly agree in writing with the additional work and cost.

### Article 2 – Validity

2.1. These terms and conditions apply to all Management Producties activities.

2.2 Management Producties is not bound by any general conditions of the client. Management Producties will act only in accordance with its own general terms and conditions.

### Article 3 – Implementation

#### Open registration (online)conferences

3.1 A Management Producties conference always consists of a networking part and a conference program.

3.2 Independent program: no part of the conference program is subject to sponsoring. Speakers in general receive no remuneration for sharing their views and inspiring the audience, except if and when holding lectures is an integral part of their profession. Allowance is made by including the logo in the conference proceedings of the company the speaker represents. Programs are composed independently, at times either with assistance of an advisory council or knowledgeable experts. Paid offers by companies to include speakers are always rejected.

3.3 Changes in programs: as we mostly invite high level speakers (CEO's) to the rostrum, there is always a chance that speakers need to be replaced at the eleventh hour because of unforeseen circumstances such as unexpected business travel or other urgent matters. By necessity the program will have to be adapted, and while Management Producties will guard over suitable high level alternatives, it can't be held liable for any such last minute changes.

3.4 Meeting: breaks during the conference create networking opportunities. We strive to strictly adhere to the schedule as networking is an important feature of our conferences. Yet Management Producties is entitled to shorten breaks, in order to finish the program on time.

3.5 Breaks are open to sponsoring. Companies have a varied set of options: beverages and other refreshments can be offered courtesy of the sponsor, strategic exposure of company names and logos is allowed, or sponsors can exhibit by means of a stand and hold product demos.

3.6 Sometimes extra activities are added to the conference program, e.g. excursions to production or service units, boat or coach tours, workshops. These extras are included in the normal conference fee, and as such no rights can be derived from them. More often than not the number of participants in the extra activities is limited. Applicants are withheld on a first come first served rule and only after having applied explicitly to participate.

#### Dedicated conferences on behalf of third parties

3.7 Implementation of these conferences (or parts thereof) is agreed upon between the client and Management Producties in a separate awarding contract.

### **Sponsoring/exposure**

3.8 Implementation of sponsoring/exposure deals is agreed upon between the client and Management Producties in a separate sponsoring contract.

## **Article 4 – Cancellation policy**

### **Open registration conferences**

4.1 Unforeseen circumstances can force conference delegates to cancel their registration. In such cases the best solution is to be replaced by a colleague.

Live conferences: Until two weeks prior to the conference, no registration fee will be imposed, provided Management Producties has received notice in writing. The conference delegates will receive a written confirmation. The conference fee will not be reimbursed for cancellations after two weeks prior to the conference.

Please notice: Conferences taking place from 1-1-2021 have a different cancellation term. Cancelling without registration fee is only possible if you cancel 3 weeks prior to the conference.

Online events: After registration for an online event you have 14 days to send a written cancellation to [info@managementproducties.com](mailto:info@managementproducties.com) without obligation of payment. After 14 days you are held to pay the full fee. You can always ask a colleague to replace you.

### **Dedicated conferences on behalf of third parties**

4.2 Having agreed to charge Management Producties with organising a conference on your behalf or to at least organise some part of it, you are allowed a reflection period of 8 days. Should this jeopardise the time frame of the project, Management Producties will tell you so and you can choose to rescind the reflection period. If not the production process gets underway following the reflection period.

### **Sponsoring/exposure**

4.3 The cancellation policy for exhibitors observes following deadlines:

- cancellation between 6 to 4 months prior to the conference: 20% of the agreed price is due;
- cancellation between 4 to 3 months prior to the conference: 50% of the agreed price is due;
- cancellation between 3 to 2 months prior to the conference: 75% of the agreed price is due;
- any later cancellation: 100% of the agreed price is due.

## **Article 5 – Privacy and data**

### *Lists of participants*

5.1.1 All delegates receive a list of participants at the conference detailing their names, positions and the company they represent. Exhibitors and principals will receive this list a few days prior to the conference.

5.1.2 The list of participants is compiled with utmost care. We can however not be held responsible for any negligence by the provider of this data.

5.1.3 The list of participants is a tool to be used during the network meetings and it is provided as a written document, not digitally. Commercial use before or after the conference is strictly forbidden.

5.1.4 In order to provide you with some idea of which companies will be present at the event our website will display (part of) the names of companies already registered.

### *Mailings*

5.2.1 Our clients and prospects regularly receive information on conferences and services by postal mail and e-mail. If you no longer want to receive these messages you can unsubscribe to them in writing.

5.2.3 You can choose how to receive our messages, either by postal mail or by e-mail. You can also unsubscribe to messages concerning particular conferences.

5.2.4 Our customers have one opportunity per conference to register for a next conference at an early bird rate. The rebate code and deadline are only communicated by e-mail.

5.2.5 There's a delay between receiving your un-subscription notice and its implementation. During this delay you may still receive an unwanted message. Our apologies. Changes of address and un-subscription notices can be sent to [adres@managementproducties.com](mailto:adres@managementproducties.com).

## **Article 6 – Payment**

### **Open registration conferences**

6.1. The total amount due to attend the conference is sent by invoice.

6.1.1 Payment of the invoices is due within 14 days after the invoice date and at any rate prior to the start of the conference.

6.1.2. If the invoice fails to be paid before the conference, the participant is considered to have defaulted and legal interests will be imposed. Should payment still not ensue the amount due can be increased with 15% debt collection costs.

### **Dedicated conferences (or services) on behalf of third parties**

6.2 The total amount due by the client will be invoiced in accordance with the awarding contract and the agreed deadlines.

6.2.1 Payment of the invoice is due within 14 days after the invoice date.

6.2.2. If payment of the invoice hasn't been received by Management Producties by the 15<sup>th</sup> day after the invoice date, the client/participant will be considered to have defaulted without prior notice and the legal interest will be imposed. Should payment still not ensue the amount due can be increased with 15% debt collection costs.

6.2.3. Management Producties can lawfully suspend all contractual activities until payment has been received or securities have been put in place.

### **Sponsoring/partnerships**

6.3. The total amount due by the client will be invoiced in accordance with the sponsoring contract.

6.3.1 Payment of the invoice is due within 14 days after the invoice date unless otherwise agreed in the contract.

6.3.2 In case of late agreements (i.e. close to the start of the conference) invoices are to be paid minimally 2 days prior the conference.

6.3.3. If payment of the invoice hasn't been received by Management Producties by the 15<sup>th</sup> day after the invoice date, the client/participant will be considered to have defaulted without prior notice and the legal interest will be imposed. Should payment still not ensue the amount due can be increased with 15% debt collection costs.

6.3.3. Management Producties can lawfully suspend all contractual activities until payment has been received or securities have been put in place, without lessening the payment obligation.

## **Article 7 – Termination of the agreement**

7.1. If a client defaults on his payments or other obligations towards Management Producties, the latter can lawfully terminate the agreement, after prior and formal default notice of 14 days, notwithstanding the right to claim satisfaction of the contract or compensation in respect of costs and damages.

7.2. Management Producties will have the same legal right, be it without prior default notice, if the client invokes suspension of payment, is declared bankrupt or in liquidation, or is subject to foreclosure.

## **Article 8 – Force majeure**

8.1. Force majeure includes every circumstance beyond the power and will of Management Producties, that precludes Management Producties, temporarily or permanently, to fulfil its contractual obligations, such as – not exhaustively – war, threat of war, terrorism, civil war, rebellion, fire, and other major incidents within the company of Management Producties or its suppliers.

8.2. In case of force majeure surrounding an open registration conference Management Producties will always try to relocate, reschedule or go online pending the date of the conference and the circumstances. Invoices to participants and sponsors will be maintained.

8.3. If the force majeure occurs during the conference it stands to reason that relocation, rescheduling or go online are out of the question. Invoices to participants and sponsors will be maintained.

8.4. Dedicated conferences (or services) on behalf of third parties: Management Producties can't be bound to its obligations in case of force majeure. If such a situation occurs, the client is held accountable to pay for work Management Producties has done on behalf of the client up to the time of the incident. Costs induced upon Management Producties by relocating or rescheduling the conference on the principal's orders will be charged to the principal as extra work.

## **Article 9 - Unilateral modification clause**

Management Producties reserves the right to unilaterally modify the General terms & Conditions, by standards of reasonableness and fairness. If the changes are impacting the conference itself, Management Producties will inform customers of the modification.

## **Article 10 – Applicable jurisdiction**

All Management Producties agreements are governed by Dutch law. By signing the agreement all parties acknowledge to have chosen an address for service at the seat of Management Producties.

## **Article 11 – Disputes**

Any dispute concerning the agreement or the execution thereof, among which the application of these terms and regulations, will be settled by the competent judge within the Arrondissement of the court in Rotterdam even if the principal's residence is located outside of the Netherlands.

Last change: 11 May 2020