

General Terms and Conditions

Article 1: Definitions

In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise: GCAE: Golf Course Association Europe; client: the natural or legal person, with whom the GCAE enters into an agreement and/or has entered into with regard to participation in the event; participant: the natural person who participates in the event on behalf of the client; agreement: the agreement concerning all activities relating to the provision and organization of an event.

Article 2: Applicability

These general terms and conditions apply to participation in the European Golf Business Conference, which is organized annually by the GCAE. Deviations from these terms and conditions can only be agreed in writing. If it should appear that one or more provisions from these general terms and conditions or from an agreement concluded with the client are void or voidable, the other provisions of these general terms and conditions or that agreement will remain in full force.

Article 3: Agreement

The agreement is established as soon as the client has accepted an offer made by the GCAE in full and in writing.

Verbal promises by and agreements with subordinates of GCAE do not bind her, unless these agreements have been confirmed in writing by the authorized persons of GCAE. GCAE is entitled, in its sole discretion, not to make material changes to the services to be provided by it, if it considers this necessary, without the client being able to derive any claim from this.

The GCAE will execute the agreement to the best of its knowledge and ability.

Article 4: Price

All prices quoted by GCAE are exclusive of turnover tax and other levies imposed by the government.

If after the date of the conclusion of the agreement one or more cost price factors undergoes an increase, GCAE is entitled to increase the agreed price accordingly, provided that the price change does not take effect within three months after the conclusion of the agreement.

Article 5: Payment

Payment must be made within the period stated on the invoice and in the absence thereof within 14 days after the invoice date. The GCAE is at all times entitled to demand prepayment or any other form of security from the client. The client is in default without notice of default by the mere expiration of a payment term. Without prejudice to the rights accruing to the GCAE in such a case, the client shall owe interest of 1% per month on the overdue amount from the due date. The claims of the GCAE on the client are immediately due and payable in the event of a suspension of payments or bankruptcy of the client or a submitted request to that effect.



Article 6: Liability/indemnity

GCAE is not liable for damage suffered by the client, unless this damage is the result of intent or gross negligence of GCAE or persons engaged by it for whom it is liable. In no case shall the GCAE be liable for damage suffered by the client that is the result of incorrect or incomplete information provided by the client.

The liability of GCAE is in any case limited to damage caused by an attributable shortcoming of the GCAE, if and insofar as this damage is covered by the insurance and up to the amount that in the relevant case is insured by the insurer of the GCAE paid out. If and insofar as any damage is not covered by the insurance or the insurer of the GCAE does not pay, the liability of the GCAE is limited to the invoice value of the order.

The liability referred to in this article 6 is limited to direct damage suffered by the client. Direct damage is exclusively understood as:

a) the reasonable costs incurred for the purpose of determining the cause and extent of the damage, insofar as this determination relates to the direct damage within the meaning of these conditions; b) any reasonably incurred costs to the GCAE to fulfill the obligations imposed on it under the agreement, unless such costs cannot be attributed to the GCAE; c) the reasonable costs incurred by the client in connection with the prevention or limitation of direct damage within the meaning of these conditions.

Liability of the GCAE for indirect damage is excluded. Indirect damage within the meaning of these terms and conditions includes, but is not limited to, consequential loss, lost profit, missed savings and loss due to business stagnation.

Article 7: Registration

Registration for the European Golf Business Conference must be done on the basis of a registration form completed by the client and/or participant. The GCAE can impose admission requirements on the participant. The GCAE is entitled to not allow a participant to participate in the training without stating reasons.

By registering the client and/or participant makes it known to accept.

In the event of a participant being prevented, the client is entitled to send a replacement. GCAE reserves the right to refuse this replacement. The client must inform GCAE of any replacement at least 24 hours before the start of the event.

Article 8: Date of event

GCAE is entitled to change the date and times at which the event is held no later than two days before the original start of the event. The client receives written notification from the GCAE about this. If the date on which the event takes place will be changed by the GCAE, the client has the right to cancel the participation in the event free of charge.



Article 9: Cancellation of event

GCAE has the right to cancel the event no later than two weeks before the start if the minimum number of registrations required for a proper performance of the event, such at the discretion of GCAE, is not achieved. Such a cancellation does not result in any form of GCAE's obligation to pay compensation.

A cancellation of the registration by the client must be made in writing.

In the event of cancellation by the client up to two weeks before the start of the event, 25 euro will be charged for administration costs. In case of cancellation by the client within two weeks before the start of the event, the entire amount remains due.

Article 11: Force Majeure

In case of force majeure on the part of the GCAE, which means that there is a shortcoming of the GCAE which is not due to her fault nor under the law, legal act or generally accepted views for her the GCAE will inform the client of this as soon as possible.

Force majeure includes, but is not limited to, war, terrorism, strikes, transport failures, natural disasters, accidents and the absence of supplies from suppliers.

In the event of force majeure, the GCAE is entitled to suspend performance of the agreement in whole or in part, or to terminate the agreement in whole or in part, without being obliged to pay any compensation.

Article 12: Suspension and dissolution

The GCAE is entitled to suspend or terminate the agreement by letter or fax without any legal intervention and without being obliged to pay any compensation whatsoever with immediate effect. its rights to claim fulfillment and / or compensation, in the event that:

a) the client fails to fulfill the agreement and fulfillment fails within fourteen (14) days after a written reminder has been sent by the GCAE to the client; b) the GCAE has good reason to fear that the client will not be able to fulfill his obligations under the agreement; c) the client is in suspension of payments or bankruptcy, or that an application has been filed for this purpose.

In the event of dissolution or suspension pursuant to this article 11, every claim of the GCAE against the client shall become immediately due and payable. All (extra) judicial costs incurred by the GCAE in connection with the foregoing must be reimbursed by the client.

Article 13: Data

All information provided by the client for the billing and fulfillment of the agreement by the GCAE is included in its administration. Information provided by the client may be used for the transmission of information and / or special purposes by the GCAE and companies selected by the GCAE. By signing the agreement, the client gives permission for this and for so much needed.

Article 14: Applicable law and competent court

Dutch law applies to the contract. All disputes arising from or related to the agreement will be settled by the competent court in the jurisdiction Haarlem.