

General Terms and Conditions (GTC) of European Dialysis and Transplant Nurses Association / European Renal Care Association (EDTNA/ERCA)

1. Purpose

The General Terms and Conditions (GTC) submitted herewith are in force for all services, products, courses, seminars, conferences or events in general and offered or organised by EDTNA/ERCA; all these offerings named above are called "Services and Events" hereafter. Those using or accepting such offerings are bound by an unchanged and entire agreement of such Terms and Conditions.

2. Registration, Bookings and Purchase

With the registration or booking(s) for an Event, meaning Conferences, Congresses, Seminars, workshops or other, of an Order or a Service and the following confirmation of attendance, registration or purchase by EDTNA/ERCA a person or entity obtain the right to purchase, to get access to a Service or to an event and the published programme providing the registration fee or invoice has been paid fully and according to stated conditions before the purchase, the service or the event.

With a confirmed order or booking or registration participants have committed themselves to pay a fee. In principle such commitment is irrevocable and fees are not refundable if the registered person or entity refrains from full or partial participation.

If special conditions for refunds are granted they will be announced on the Registration form.

Books or publications ordered remain the property of EDTNA/ERCA until the full price or fee has been paid.

3. Change of Programme and Cancellation of Speakers in an Event

A participant has no right to claim a refund of fees or any kind of expenses occurring from participation when a speaker has cancelled for undue reason and outside the influence of EDTNA/ERCA. EDTNA/ERCA or the mandated organiser has the opportunity but no obligation to invite other speaker(s) or to organise an alternative in the programme.

4. Change or Cancellation of an Event

A change of venue or cancellation of an Event does not initiate the obligation of EDTNA/ERCA to refund fees and charges occurring from participation. Any refund and compensation to participants and entities is at the sole discretion of EDTNA/ERCA.

5. Right to participate in Events held by EDTNA/ERCA

A Registration or Booking for an Event due to deadlines has to be confirmed by EDTNA/ERCA or the person or entity is not entitled to participate in the event. Without giving notice or explanation EDTNA/ERCA may not consider or respond to a registration, an order or a booking for a certain Event or Service.

6. Representation and Warranties

EDTNA/ERCA does not extend warranty for content of presentations and quality of speakers or for parts of the event managed by third parties. The same applies for all kind of documentation, whether conference or seminar publications, handouts, presentations or other, which are made available by third parties to the participants at the Event.

7. Liability

Participants of Events register or book and attend at their own risk. EDTNA/ERCA is excluded from all liability claims submitted to organisers due to light negligence, finance loss and missing funding. EDTNA/ERCA rejects liability for damages suffered by participants occurring because of third persons or other participants. Claims for such damages incurred need to be claimed to the causer directly.

8. Data Handling and Protection

All participants and booking entities of Events take note and acknowledge by ticking or undersigning on application or registration forms as requested that any personal, professional or financial data collected and managed by or for EDTNA/ERCA is handled and stored for the constitutional remit of EDTNA/ERCA only, and according to Swiss Law, EU regulations and national law of contracted service providers involved. The collected and managed data shall not be used for commercial purposes or sold to third parties. Every person and entity involved has the right to get information from EDTNA/ERCA on his or her personal data collected and managed by EDTNA/ERCA and its partners at any time and ask for a complete deletion.

All participants and booking entities of Events acknowledge that pictures, video and sound recordings are taken during Events on behalf of EDTNA/ERCA and may be stored, used or published for Event Reports and/or as future informational material to members and interested renal community.

Participants recognise that photographs, sound or video recordings taken during Events may include recognisable images or voices of those participating and that such material may be made available on the website of EDTNA/ERCA or may be posted on Social Media communications about Events. EDTNA/ERCA does not prohibit participants or invited media from photographing or making video or audio recordings during some Conference activities. EDTNA/ERCA is not responsible for third party use of such materials.

Any individual has the right to deny participation in photographs, video or audio recordings. A person always has the right to revoke any consent given for use and may ask to get complete information on such personal data filed and stored and can ask that audio-visual data on the person is deleted. The ownership remains at all times with the person on pictures or on voice or video recorded material.

Cookies on the EDTNA/ERCA website are small pieces of data that websites (as the one from EDTNA/ERCA) ask browsers to store on user's computer or mobile device. The cookie allows the website to "remember" the user's actions or preferences over time; it will help to distinguish the user's computer from others. Most browsers support cookies, but users can set their browser to decline them and users can delete them whenever they like.

Questions, comments and claims on handling of personal data in EDTNA/ERCA can be directed to the EDTNA/ERCA Secretary, acting as Data Protection Officer for the Executive Committee, by email

mariateresaparisotto@edtnerca.org or ordinary mail addressed to EDTNA/ERCA, Seestrasse 91, CH-6052 Hergiswil, Switzerland.

Read more: http://ec.europa.eu/ipg/basics/legal/cookies/index_en.htm

9. Code of Conduct

All individuals and entities attending or supporting Events, booking services, cooperating in projects and communication with EDTNA/ERCA and its leaders, volunteers, members, delegates, sponsors, exhibitors, providers and providers are committed to adhere to the Code of Conduct of EDTNA/ERCA. https://www.edtnerca.org/resource/edtnerca/files/EDTNA_ERCA_Code_of_Conduct_2017.pdf

10. Closing remarks

EDTNA/ERCA reserves the right to change these General Terms and Conditions (GTCs).

In cases where single or several provisions of these GTCs become fully or partially invalid or are not fully or partially applied the effectiveness or application of the remaining provisions of GTCs is unchanged. In such cases, parties will work in good faith to replace ineffective and non-applicable provisions by effective and applicable provisions, which are as close as possible to the economic purpose of the replaced provision. The same rule applies for the case where these GTCs have a gap in provisions.

Swiss law solely applies to these GTCs and all queries or cases occurring between EDTNA/ERCA and a participant or an entity that registered for an Event, booked a service, support or contracted for a joint cooperation project or purchased publications; provisions on conflict law made by the United Nations Convention on Contracts for the International Sale of Goods (CISG) are not applicable. Place of jurisdiction is Stans in the Canton of Nidwalden, Switzerland.

Hergiswil, 15.09.2018

Edita Noruisiene, EDTNA/ERCA President