



# General terms and conditions

W.I.S.V. 'Christiaan Huygens'

June 12, 2023

## 1. Definitions

For the purpose of these rules, the following definitions apply:

- 1.1 Where in these General Terms and Conditions a reference is made to he/him/his, it may also be read as she/her/hers or they/them/their or any other pronouns that one prefers.
- 1.2 W.I.S.V. 'Christiaan Huygens': *Wiskunde en Informatica Studievereniging Christiaan Huygens*, established in Delft and registered at the Kamer van Koophandel (Chamber of Commerce) under the number 40397077;
- 1.3 The articles of association: the articles of association of W.I.S.V. 'Christiaan Huygens', defined in a deed, signed on February 2<sup>nd</sup> 2005 at notary Westvest Netwerk Notarissen;
- 1.4 The rules and regulations: the rules and regulations as mentioned in article 22 of the articles of association.
- 1.5 A member: A member of W.I.S.V. 'Christiaan Huygens' as described in article 4 of the articles of association.
- 1.6 The Board: the Board of W.I.S.V. 'Christiaan Huygens', as mentioned in article 9 of the articles of association;
- 1.7 Admission ticket: A (digital) document provided by or on behalf of W.I.S.V. 'Christiaan Huygens' or a barcode or QR-code provided by or on behalf of W.I.S.V. 'Christiaan Huygens', which enables the participant to gain access to a specifically designated activity.
- 1.8 Activity: Any activity organized by W.I.S.V. 'Christiaan Huygens' including but not limited to lunch lectures, parties, workshops and dinners.
- 1.9 The participant: Every person who has validly purchased or obtained an admission ticket for an activity which requires a ticket and every person who attends an activity which does not require a ticket.



## 2. Applicability

- 2.1 These general conditions apply to - and form an inseparable part of - every offer and every agreement relating to services of any kind to be provided by W.I.S.V. 'Christiaan Huygens', unless explicitly agreed otherwise in writing by W.I.S.V. 'Christiaan Huygens'.
- 2.2 These general conditions also apply during the activity and to all (further) agreements that the participant concludes with W.I.S.V. 'Christiaan Huygens'.
- 2.3 These terms and conditions can be accessed (and saved) via the website of W.I.S.V. 'Christiaan Huygens'.
- 2.4 If a participant also orders an admission ticket(s) for third parties, he declares that he is authorized to accept these general terms and conditions on behalf of those third parties and to point out to those third parties the applicability of the general terms and conditions.
- 2.5 The agreement between W.I.S.V. 'Christiaan Huygens' and the participant is established at the moment that the participant orders/purchases one or more admission tickets for an activity from W.I.S.V. 'Christiaan Huygens' or by using an admission ticket of a person in order to gain admission to the activity.

## 3. Admission Tickets

- 3.1 W.I.S.V. 'Christiaan Huygens' provides the participant with the admission ticket(s) for the activity in question once in a manner to be determined by W.I.S.V. 'Christiaan Huygens' (e.g. by e-mail). The participant declares to have proper means (such as a mobile phone or a printer) to present the admission ticket at the entrance to the activity.
- 3.2 An admission ticket issued entitles one person to access the activity once, unless explicitly stated otherwise.
- 3.3 Only the holder of the admission ticket who is the first to present the admission ticket at the activity will be granted access to the activity. W.I.S.V. 'Christiaan Huygens' is not obliged (but is authorized) with respect to admission tickets to carry out further verification whether the holder thereof is also the rightful owner.
- 3.4 The participant himself should ensure that he becomes and remains the holder of the admission ticket issued by W.I.S.V. 'Christiaan Huygens'. From the moment the admission ticket has been made available to the participant, the participant shall bear the risk of loss, theft, damage or misuse of the admission ticket.
- 3.5 The participant is not permitted, without the explicitly written consent of W.I.S.V. 'Christiaan Huygens', to (re)sell, offer for sale and/or provide to third parties, for or in the context of commercial purposes, admission tickets for an activity. Commercial purposes means any sale in which the seller receives a higher amount for the tickets than W.I.S.V. 'Christiaan Huygens' has determined for those tickets. If the foregoing is alleged to have been violated, W.I.S.V. 'Christiaan Huygens'



is authorized to declare an admission ticket invalid without W.I.S.V. 'Christiaan Huygens' being liable to refund any amount paid.

#### **4. Admission to the activity**

- 4.1 Only an original, valid and undamaged admission ticket gives access to the event if the event requires admission tickets. Whether an event requires admission tickets is determined by W.I.S.V. 'Christiaan Huygens'.
- 4.2 In order to gain access to the activity, the participant must be in possession of a valid identification document (e.g. passport, identity card or driver's license), which must be shown upon request.
- 4.3 W.I.S.V. 'Christiaan Huygens' may decide to provide participants with an item (such as a wristband), which makes it easily visible whether the participant in question has access, hereinafter referred to as "ID Device". The participant expressly declares that he will cooperate with this. The participant must carry the ID device at all times during the activity in the manner indicated and may not break any seal. If the seal is broken and/or lost, the ID device loses its validity and the participant may be removed from the activity and denied further access.
- 4.4 When visiting the activity, the participant shall strictly follow the instructions of the Board and employees of the police, fire department, public health department or other competent authorities.
- 4.5 The participant agrees that loud music can be played during an activity. The participant is responsible for taking hearing protection measures as required in such cases. W.I.S.V. 'Christiaan Huygens' advises the participant to wear hearing protection at all times when loud music is played.
- 4.6 If a participant obtained an admission ticket for an activity for which he is not admissible, the Board reserves the right to remove the participant from the activity. If this is the case, the participant is not entitled to a refund.

#### **5. Code of conduct**

- 5.1 Harassment is in no way acceptable at W.I.S.V. 'Christiaan Huygens'. A participant that harasses someone else will be removed from the activity and could be excluded from future activities. If it applies to a member of W.I.S.V. 'Christiaan Huygens', the Board reserves the right to suspend this member as mentioned in article 27 of the rules and regulations.
- 5.2 W.I.S.V. 'Christiaan Huygens' advises participants to always report harassment to the Board or to one of the confidential mentors that are mentioned on the website of W.I.S.V. 'Christiaan Huygens'.
- 5.3 If a participant experienced sexual assault or rape, W.I.S.V. 'Christiaan Huygens' advises them to reach out to the Sexual Assault Center for specialist help (0800-0188, available 24/7).
- 5.4 Taking property of W.I.S.V. 'Christiaan Huygens' is prohibited. Taking property of W.I.S.V. 'Christiaan Huygens' is considered theft. This can be reported to the police.



- 5.5 The participant is prohibited from behaving in such a way as to disrupt order at the activity.
- 5.6 In case of destruction of property of W.I.S.V. 'Christiaan Huygens' or third parties on or around the location of the activity, a report can be made to the police. All costs resulting directly or indirectly from the participant's actions will be charged to the participant.
- 5.7 It is prohibited to sell goods and/or services before, during and after an activity without the express written permission of the Board.
- 5.8 Without the express written permission of the Board, advertising in the broadest sense of the word before, during or after an activity is prohibited. This prohibition includes advertising other events or businesses. Any form of advertising (including but not limited to distributing flyers or stickers, putting up posters or addressing participants) is prohibited.
- 5.9 Any participant who has not reached the legal drinking age under local law at the location of the activity is not allowed to buy, carry, drink and/or attempt to obtain alcoholic beverages. The Board reserves the right to remove the participant who acts in violation of this article from the activity without W.I.S.V. 'Christiaan Huygens' being obliged to refund the entrance fee.
- 5.10 A participant, regardless of age, is not permitted to provide alcoholic beverages (whether or not for payment) to any person who has not reached the legal drinking age under local law at the location of the activity. The Board reserves the right to remove the participant who acts in violation of this article from the activity without W.I.S.V. 'Christiaan Huygens' being obliged to refund the entrance fee.
- 5.11 It is prohibited to bring drugs, fireworks, animals, weapons, and/or dangerous objects (including - but not limited to - aerosols or CS gas) for oneself or another person to - or have in one's possession at - the activity site, use them before or during an activity, under penalty of confiscation. Service animals are an exception to this provision. Confiscated goods will not be returned to the participant. The Board reserves the right to remove the participant who acts in violation of this article from the activity without W.I.S.V. 'Christiaan Huygens' being obliged to refund the entrance fee.
- 5.12 A participant is allowed to bring medication to an activity if the medication is in its original packaging and the participant can show a medical certificate for this medication upon request by the Board.

## **6. Right of withdrawal**

- 6.1 Admission tickets are irrevocable, the participant cannot undo the purchase. The Board reserves the right to decide to deviate from this provision.
- 6.2 Changes or deviations in the program that take place after the purchase of the admission ticket do not entitle you to undo the purchase (by, for example, dissolution or destruction), nor, therefore, to a (partial) refund of the purchase price. The Board can deviate from this provision if they seem fit.



- 6.3 W.I.S.V. 'Christiaan Huygens' always reserves the right to rescind all or part of the agreement with the participant. Dissolution in this case means the cancellation of the order of the admission tickets. Purchased admission tickets are no longer valid from that moment on. Upon cancellation of an order, the full purchase amount (excluding any transaction fee paid by the participant) will be refunded to the participant. The participant cannot claim any (damage) compensation other than the refund of the purchase amount. This provision does not apply when provision 9.1 applies.
- 6.4 If the participant violates one or more provisions in this agreement, he may be denied access to the activity or be removed from the activity and denied further access, without W.I.S.V. 'Christiaan Huygens' being obliged to refund the entrance fee. If it applies to a member of W.I.S.V. 'Christiaan Huygens' the Board reserves the right to suspend this member as mentioned in article 27 of the rules and regulations.

## 7. Privacy

- 7.1 W.I.S.V. 'Christiaan Huygens' processes personal data of participants and of visitors to its websites in accordance with the Personal Data Protection Act under European law.
- 7.2 The participant agrees with the privacy statement as issued on the website of W.I.S.V. 'Christiaan Huygens'.

## 8. Liability

- 8.1 The liability of W.I.S.V. 'Christiaan Huygens' is limited to compensation for direct damage, whereby the amount payable to the participant will never exceed the amount paid by the W.I.S.V. 'Christiaan Huygens's insurer in the case in question. If the insurer does not provide cover, then liability is limited to an amount of EUR 250.
- 8.2 For indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption, W.I.S.V. 'Christiaan Huygens' is never liable.
- 8.3 Attendance of the event is entirely at the participant's risk. W.I.S.V. 'Christiaan Huygens' is not liable for damage to, or loss or theft of property of the participant.
- 8.4 The participant is (financially) liable for all damages resulting from his actions.

## 9. Force majeure

- 9.1 The term "force majeure" as referred to in this article includes, all unforeseen circumstances that have arisen through no fault or fault of W.I.S.V. 'Christiaan Huygens' including but not limited to situations such as weather conditions, epidemics, strikes, global health problems and terrorist threats.



- 9.2 In addition to the provisions of article 6:75 of the Civil Code, a shortcoming of W.I.S.V. 'Christiaan Huygens' in the fulfilment of any obligation towards the participant cannot be attributed to W.I.S.V. 'Christiaan Huygens' in a situation independent of the will of W.I.S.V. 'Christiaan Huygens', as a result of which the fulfilment of its obligations toward the participant is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of W.I.S.V. 'Christiaan Huygens'.
- 9.3 In case of force majeure, W.I.S.V. 'Christiaan Huygens' reserves the right to cancel the activity or organize it on another date.

## 10. Changes

- 10.1 Amendments to the general terms and conditions can be made by resolution of the General Assembly, if requested in writing by the Board or at least five members.
- 10.2 The general terms and conditions shall not contain provisions that deviate from or conflict with the provisions of the law, the articles of association or the rules and regulations, unless the deviation is permitted by law, the articles of association or the rules and regulations.

## 11. Consequences nullity or voidability

- 11.1 If one or more provisions of these general terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions.
- 11.2 In such a case, the parties are obliged to agree on a substitute arrangement to replace the provision that is void or voidable. In doing so, the purpose and purport of the original provision shall be observed to the greatest extent possible.

## 12. Applicable law and competent court

- 12.1 Provisions in the articles of association and the rules and regulations must be followed at all times, and have more force than provisions in these general terms and conditions.
- 12.2 Every agreement between parties is exclusively governed by Dutch law.
- 12.3 The Dutch judge in the district where W.I.S.V. 'Christiaan Huygens' is established has exclusive jurisdiction to take cognizance of any disputes between parties, unless the law imperatively prescribes otherwise.