



# UITP Terms & Conditions

## 1. AGREEMENT & REGISTRATION PROCEDURE

These terms and conditions (hereafter "Terms and Conditions") will govern the legal relationship between International Association of Public Transport (hereafter "UITP"), a Belgian incorporated company under the number 0544.198.506, with registered seat at rue Sainte Marie 6, 1080 Brussels, and the customer (hereafter "Customer") regarding the registration for a training programme organized by the UITP (hereafter "Training Programme").

By completing and submitting the registration form, the Customer expressly and unconditionally agrees to be bound by the Terms and Conditions.

## 2. PRICE AND PAYMENT

After completion of your registration, the Customer will receive a confirmation email and a pro forma invoice/an invoice will be issued on his behalf. The Customer is required to check carefully the content of the confirmation email and invoice. Any errors must be reported to UITP within 24 hours via email to [asiapacific@uitp.org](mailto:asiapacific@uitp.org).

Registration fees may vary according to the time at which the Customer registers to the Training Programme. The training page on the UITP website contains information on the applicable price for registrations in each period.

Only members of the UITP are entitled to member pricing for the participation to the Training Programme. UITP will in any case verify membership status to ensure the correct registration fee is charged.

To retain member pricing, membership fees must be paid in full at the time of registration. In absence thereof, the Customer will be required to pay a balance prior to obtaining access to the Training Programme.

Note that entrance to the Training Programme is assured only upon receipt of registration fees. UITP reserves the right to refuse admission to a Participant when the payment is not settled.

Payment should preferably be processed online by credit card (MasterCard, Visa or American Express) during the online registration procedure. Credit card charges are supported by the Customer. If the Customer is not able to pay by credit card, bank transfer payment is also permitted. If the Customer registers less than two (2) weeks before the training date, proof of payment must be sent to [asiapacific@uitp.org](mailto:asiapacific@uitp.org). Bank charges are supported by the Customer.



For payments on regional UITP bank accounts, an additional fee will apply to cover any bank charges and/or any local or national taxes. For more information, please contact [asiapacific@uitp.org](mailto:asiapacific@uitp.org).

### **3. VAT**

The applicable VAT system of the event will depend on its location. Please consult the webpage for more information. For further information, please contact the UITP by sending an email to the following address: [asiapacific@uitp.org](mailto:asiapacific@uitp.org).

### **4. SUBSTITUTION OF PARTICIPANT**

If the Participant cannot attend the Training Programme, a substitute may be appointed at any time. Requests for substitutions will only be accepted by e-mail to [asiapacific@uitp.org](mailto:asiapacific@uitp.org).

The message must indicate the name and contact details of the cancelled Participant and the substitute. The substitute must be a person linked to the same organization or enterprise as the substituted Participant. The first substitution is free of charge.

By requesting the substitution, the Customer remains to be bound by the Terms and Conditions, including the payment of the registration fee and any additional costs.

In the case that a Participant is substituted more than once, or more than one Participant is substituted, an administrative charge of € 150 will be applied.

### **5. CANCELLATION POLICY**

#### **5.1 CANCELLATION BY THE CUSTOMER**

All cancellations must be sent to UITP in writing and sent by email to [asiapacific@uitp.org](mailto:asiapacific@uitp.org). The communication must indicate the name and contact details of the cancelled Participant.

By proceeding to registration, the Customer accepts the conditions of cancellation policy in advance.



Full or partial refunding of the registration fee will be granted if the notification of cancellation reaches the UITP Academy by the respective deadline as outlined below:

|   |  |
|---|--|
| <b>Cancellations notified until 4 weeks prior to the training by 26 December 2020 at the latest</b> | 100% refund minus an administrative fee of €150,00. If the invoice has not yet been paid, the amount for the administrative fee remains due.   |
| <b>Cancellations made after the above mentioned deadline</b>  | No refund. If the invoice has not been paid yet, the total invoiced amount remains due.  |
| <b>No show</b>  | No refund. If the invoice has not been paid yet, the total invoiced amount remains due.  |
| <b>Early termination of attendance</b>  | No refund.   |
| <b>Visa rejection (if relevant)</b>   | Should the Participant not be granted their visa, the registration fee will be reimbursed (minus €150 administrative fee) if and only if the UITP ( <a href="mailto:asiapacific@uitp.org">asiapacific@uitp.org</a> ) receives a copy of the official document from the competent authority rejecting the visa and proof that the application was made at least four (4) weeks prior to the Training Programme. |

Any bank charges or costs applied to a refund will be borne by the Customer.

All the refunds to be done after the event has taken place.

## 5.2 CANCELLATION BY UITP

UITP reserves the right to cancel or postpone the Training Programme at any time. In this eventuality, the Customer will receive a voucher to be used at any similar training scheduled within the twelve-month period following the Training Programme cancellation or postponement.

In case of force majeure (defined under article 10), UITP reserves the right to cancel or modify the Training Programme without compensating the Customer in any way. The Customer will not be entitled to a restitution of any registration fee nor other sum paid to the UITP in such circumstances.



## 6. TRAVEL ARRANGEMENTS & RELATED COSTS (if relevant)

### 6.1 GENERAL

It is the sole responsibility of the Customer to fulfill all the necessary administrative requirements and formalities so that the Participant is able to attend the Training Programme, including any visa requirements. All costs incurred as part of these requirements and formalities, are the sole responsibility of the Customer.

Registration fees do not include any flights or accommodation unless specifically mentioned otherwise.

The registration fees also do not include any insurance of the Participant against accidents, sickness, cancellation, theft, property damage or loss occurred while travelling to the training, during the training or as a result of it. The Customer is advised to arrange adequate insurance since the UITP cannot be held responsible.

### 6.2 VISA

In case that the Participant would require an entry visa, sufficient time must be allowed to complete the visa application procedure. In any case, application for a visa must be made at least four (4) weeks prior to the Training Programme. The Customer (and/or the Participant) is permitted to share the registration details with the competent authorities upon request of these authorities. However, UITP will not directly contact the competent authorities on behalf of or upon request of the Customer.

Upon request, the UITP is able to send an invitation letter to the Customer (and/or Participant). To receive such an invitation letter, the Customer must first register and pay the registration fee in full. Upon receipt of the payment, the Customer can contact the UITP Team to ask for the invitation letter via email to the following address: [asiapacific@uitp.org](mailto:asiapacific@uitp.org). Any costs incurred by the UITP to send the invitation letter must be compensated by the Customer.

As already mentioned under article 5.1, should the Participant not be granted their visa, the registration fee will be reimbursed (minus €150 administrative fee) if and only if UITP is provided with a copy of the official document from the competent authority rejecting the visa and proof that the application was made at least four (4) weeks prior to the Training Programme. This information must be sent to [asiapacific@uitp.org](mailto:asiapacific@uitp.org).



## 7. INTELLECTUAL PROPERTY AND PERSONAL DATA

Title to all documents, software, and other materials, whether in hard copy, on CD/USB or in any other media given or made available to the Participants by or for UITP shall always remain with UITP. Without limiting the generality of the foregoing, no part of such materials may be reproduced, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage or retrieval system without prior written permission from UITP at its sole discretion.

As per UITP's intellectual property corporate policy, it is prohibited to take pictures, perform videotaping and voice recording of the training session and/or training materials.

Upon achieving UITP credential, the name and class picture of the Participant may be posted on UITP's website as part of a registry to be created and maintained by UITP.

The training session may be recorded and photographed, and as such hereby grant your consent to be recorded and photographed, and you allow UITP the right to use these recordings, and/or photographs for advertising, publicity, commercial and other business purposes.

The Customer can - at any time - withdraw its consent of its images and recordings being used for the above-mentioned purpose(s) by sending an e-mail to [asiapacific@uitp.org](mailto:asiapacific@uitp.org).

More information on the processing of personal data is available in our privacy policy (<http://www.uitp.org/privacy-policy>).

## 8. LIABILITY

To the extent permitted by applicable law, the UITP shall not be liable for any direct or indirect damages resulting from negligence or minor errors in connection to the Training Programme. This includes any damages caused by third parties, whether or not they have any direct link with the UITP.

The UITP will be liable in case of grave error or wilful misconduct or in case of non-performance of a commitment that is one of the main obligations of the agreement, committed by itself or any of its employees.

Without prejudice to the previous clause, any liability of the UITP shall in any case be limited to an amount equal to the registration fees paid by the Customer.

Without prejudice to the previous clause, any liability of the UITP shall in any case be limited to direct damages. This means that indirect damages (including but not limited to the financial or commercial damages that is not the direct and immediate result of a shortcoming of UITP with



regard to its commitments such as loss of profit, increase of general costs, disruption of planning, customers, loss of data or information) will not be compensated.

The Customer shall indemnify and hold the UITP harmless for any claims, actions, damages, liabilities and/or costs brought against the UITP, its employees or agents in connection with the Training Programme which arise as a direct or indirect result of actions, omissions or negligence of the Customer and/or the Participant.

## 9. FORCE MAJEURE

In case of force majeure, UITP shall not be liable to the Customer by any reason of any cancellation or modification of the Training Programme, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the rules and regulations of the Training Programme.

For the purpose of this clause and the clause in article 5.2 'force majeure' is defined as follows:

Any circumstance beyond the reasonable control of UITP, which prevents UITP from complying with any of its obligations under this agreement, including but not limited to and without affecting the generality of the foregoing:

- exceptional weather conditions and natural disasters (such as fires, flood, tempest, storms, etc.);
- war, hostilities, acts or threats of terrorism;
- shortages of water, labour or power;
- riots, civil commotion, strikes or insurrection;
- failure of any applicable government authority to issue required governmental permits, suspension or termination of governmental permit required for the exhibition;
- outbreak or threat of outbreak of or revocation of any material infectious or communicable diseases such as SARS and any other similar event or condition.

## 10. AMENDMENTS

UITP reserves the right to make amendments to the Training Programme or any related activities to the UITP Training at its discretion. UITP reserves the right to modify or complete at any time the provisions of the Terms and Conditions and will inform the Customer about such modifications.



## 11. JURISDICTION AND APPLICABLE LAW

The Training Programme and the Terms and Conditions are governed by and construed under Belgian law.

Any dispute arising out of or in connection with the Training Programme or the Terms and Conditions, including any question regarding its existence, validity, interpretation or termination, shall be exclusively referred to the Courts and Tribunals of the Brussels' district.

The Customer shall, in case of discussion about the application or interpretation of the Terms and Conditions, first seek an amicable solution with the UITP before starting legal proceedings.

If any of the provisions of the Terms and Conditions must be regarded as void or invalid, the remaining provisions of the Terms and Conditions retain their full legal force.

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## Attachment: Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

**To whom:**

International Association of Public Transport (hereafter "UITP"), with registered seat at rue Sainte Marie 6, 1080 Brussels, [where available, add fax number and e-mail address]

I/We hereby give notice that I/we withdraw from my/our contract for the provision of the following service.

|   |  |
|---|--|
| Name of consumer(s):<br>(Full name and E-mail addresses)                        |  |
| Address of consumer(s):<br>(where available, add fax number and e-mail address) |  |
| Name of the Training (Full name of the training, location, date)                |  |
| Ordered on (*date of registration)/<br>Received on (*registration confirmation) |  |

Signature of consumer(s) (only if this form is notified on paper):

Date