

ESA Website General Terms and Conditions of Sale - GTC

1 General

- 1.1.** The website <http://www.esahq.org> and myesa.esahq.org (“the Website”) is owned and operated by the European Society of Anaesthesiology, an international non-profit organisation registered under the Belgian Act of 27 June 1921 regarding non-profit organisations, European political parties and European political foundations as amended by the Act of 2 May 2002 governing non-profit associations, international non-profit associations and foundations.
- 1.2.** The Registered Office of the European Society of Anaesthesiology or, in abbreviated terms, ESA (or the “Society”) is located at 24 Rue des Comédiens, 1000 Brussels, Belgium, within the judicial district of Brussels and is registered at the Crossroads Bank for Enterprises under the number 0447.289.368; Tel.: Int.+32-(0)2-743-3290 - Fax.: Int.+32-(0)2-743-329 - Email: info@esahq.org.
- 1.3.** The ESA is the entity responsible for the aforementioned Website, the main purpose of which is to offer, via Internet, membership of the ESA, and to sell anaesthesiology-related services.
- 1.4.** The Website is aimed at a professional-level audience and is principally intended to provide information on current events organised by the ESA (scientific congresses and meetings, publications and documentation) and likewise to offer Users membership. The Website is in English, which is the official language for external ESA communications.

2 Scope of Terms & Conditions of sale

- 1.5.** These Terms and Conditions (“Terms & Conditions”) govern the use of the ESA Website and its entire range of services available online.

These Terms & Conditions apply to any online sales of services on the ESA Website between the ESA and the User and to the use of the ESA Website, including, without limitation, any other Belgian website that the ESA may own or operate currently or in the future.

Unless specifically provided for in these Terms & Conditions, no third party shall have any right hereunder.

- 1.6.** For the purpose of these Terms & Conditions

- “Professional” designates: any individual or entity that is not a consumer;

- “User”: any Internet user of the Website whether he/she has created or not a user account and accesses it using his/her user name and password.
- “Website”: webpages accessible at URL <http://www.esahq.org>;
- “User account”: designates a virtual space in the form of web pages within a website accessed via the link <http://www.esahq.org> by means of a user name and password;
- “Services”: the set of services offered on the Website by the ESA
- “Party”: designates either the ESA or the User when used in the singular, and both the User and the ESA when used in the plural.

1.7. By using the Website, the User agrees to be legally bound and to abide by these Terms & Conditions.

1.8. Any purchase of services from the Website implies that the User has read, understood, and accepted these Terms & Conditions and any specific terms which may complement these Terms & Conditions.

1.9. The User acknowledges that he/she:

- is of legal age and fully capable of undertakings in accordance with these Terms & Conditions;
- is a professional in the field of medicine;
- possesses sufficient technical knowledge to use the Website.

1.10. These Terms & Conditions are available on the Website on a permanent basis, at URL <http://www.esahq.org/about-us/the-esa/terms-and-conditions> or they may be requested by e-mail from the following address: privacy@esahq.org.

1.11. These Terms & Conditions apply as of 25th of May 2018.

3 Modification of the Terms & Conditions

1.12. The ESA reserves the right to amend these Terms & Conditions at any time at its sole discretion without prior notice provided that details of the amendments are published on the Website. They become effective from the time of publication.

1.13. The amended Terms and Conditions shall then apply to orders placed after the updated Terms and Conditions were posted on the Website.

1.14. The ESA shall notify Users of a myESA account by e-mail of any updates of these Terms & Conditions and when they apply.

1.15. The use of the Website after the publication constitutes the User’s acceptance to the modified Terms & Conditions.

1.16. In any case, the Terms & Conditions which are enforceable on the User are the latest update accepted by the User. The latest update shall prevail over any hard or soft copies with earlier dates.

4 ESA's services sales conditions

4.1. Nature and characteristics of services

4.1.1. Among others, the following services are available on the Website:

- purchase of memberships;
- subscription to medical journals and newsletter;
- purchase online training (e-learning);
- apply for to examinations;
- signing up for congresses and meetings organised by the ESA;
- apply for grants and awards;
- apply to courses and Masterclasses;
- apply to Trainee-focused services (Mentorship programme, Trainee exchange programme, Trainee committee);
- learn about Clinical Guidelines and Patient Safety;
- participate in Clinical Studies.

4.1.2. The characteristics of the services, as well as the prices of the relevant subscriptions and various types of memberships, are described online.

4.1.3. The User is aware of the nature, the purpose, and the characteristics of the services he/she selects and that he/she has been provided with all the information necessary to select services with full knowledge thereof. The User is solely responsible for the selection of services, as well as for their fitness to his/her needs, such that the ESA may not be held liable in this regard.

4.1.4. The ESA attempts to be as accurate as possible in the description of services characteristics available on the ESA Web Site. However, the ESA does not warrant that online descriptions are error-free and/or 100% accurate. The ESA is not contractually bound by these descriptions. Any decision taken by the User, based on service characteristics, is the User's sole responsibility.

4.1.5. The ESA reserves the right to amend the program of an event (meetings, congresses, e-learning, etc.) or to postpone or cancel the date of an event if required by the circumstances. The ESA will notify the User with the modifications in a timely manner by the most appropriate way (e-mail or publication on the Website).

4.1.6. Services are available for order whilst they are posted on the ESA Website and/or during the ordering period specified.

4.2. Order process

4.2.1. The ordering of services implies full acceptance of these General Terms and Conditions.

4.2.2. The ESA ordering process is in English, which is the official communication language of the ESA. The ESA reserves the right to change or remove particular ordering methods without prior notice. Changes in the ordering procedure will be posted on the service page.

4.2.3. When placing an order, the User acknowledges that he/she is provided with full details about the selected services on the Website, both in terms of quality and quantity.

4.2.4. The online order process consists of the following:

- A. To order online ESA services, the User is required to have created a website profile and to log in;
- B. Once logged in, the User chooses the service to order and follows the ordering steps;
- C. The first step is the confirmation of address details and selection of the various elements of the service offer. The total price is then calculated based on the selections and is in euros only.
- D. The second step is the review and acceptance of the order by the User (pricing, invoicing addresses, etc.) and the acceptance of these Terms & Conditions and Specific Terms & Conditions if applicable (see article 5.3.1. here below). At this stage, most of the order elements are still changeable.
- E. The final step is the capture in secured mode of the payment details. By providing his/her payment details and submitting the order at the end of this step, the User gives authorisation to process the order.
- F. Upon submission of the order, an order number is automatically attributed to the current order. At this stage, the order is no longer modifiable nor cancellable online by the User. For any subsequent changes to the order the User needs to contact the ESA directly (see below Cancellation of orders). Specific cancellation terms may apply depending upon the service. These are outlined in the Specific Terms & Conditions to the service, if applicable (see article 5.3.1. here below).
- G. Upon completion and submission of the order, an email is sent to the User with the following information:

- Identity of the Seller (ESA):
 - European Society of Anaesthesiology
24 Rue des Comédiens
B-1000 Brussels, Belgium
 - Tel.: Int.+32-(0)2-743-3290
Fax.: Int.+32-(0)2-743-3298
 - Email: info@esahq.org
 - Web Site: www.esahq.org
 - VAT BE0447289368

- Order Reference and date
- Ingenico Payment Reference
- Charging method
- service description
- Total Pricing (including VAT when applicable)

This acknowledgment is not an acknowledgment of order. It simply confirms that the ESA has received the order and will process in a timely manner, based on the information provided by the User at the time of the order.

Should there be any differences between the order placed online and the information contained in this acknowledgment, the User shall inform the ESA immediately at info@esahq.org. The service and the Order Number should be quoted in the request.

The ESA reserves the right to refuse to accept an order if the ESA finds that the User does not comply with these Terms & Conditions.

- A. Payment. The ESA reserves the right to subordinate the acceptance of the order or the delivery of the latter upon receipt of payment.
- B. An invoice is automatically sent to the User in a second email.
- C. Upon validation of the order by the ESA, a confirmation is sent by email to the User to confirm that the order and payment have been processed by the ESA. The confirmation may include any changes which may have occurred due to non-availability of the original services selected or due to other factors.
- D. Registration to events (meetings, congresses, etc.) are confirmed only after reception of full payment unless specified otherwise, amongst others, in the event webpage or in the applicable Specific Terms & Conditions.
- E. User can (at any time) through my ESA:
 - See the history of his/her purchases

4.3. Acceptance of the Online Sales Conditions and Specific Terms & Conditions

4.3.1. By ordering services on the ESA Web Site, the User agree to these Terms & Conditions and any specific terms ('Specific Terms & Conditions') that may complement these conditions, available at the service ordering page, or relevant web section.

4.3.2. For services - such as, but not limited to, congresses and meetings – specific cancellation conditions apply. Specific Terms & Conditions for these services may include the cancellation conditions.

4.3.3. Prior to submitting an order online, the User acknowledges to have read these conditions carefully as well as the Specific Terms & Conditions.

These Specific Terms & Conditions supplement these Terms & Conditions, however, in case of any contradiction between both texts, the Specific Terms & Conditions shall prevail.

4.4. Price and Payment conditions

- 4.4.1. Except where otherwise mentioned, the price displayed for each service is inclusive of tax (VAT included).
- 4.4.2. For a specific service, several different pricings may apply depending upon various components such as the date of purchase (e.g. early fees for congress registration).
- 4.4.3. The ESA reserves the right to modify its service pricing at any time, although services will be billed according to the price applicable when the order was submitted by the User.
- 4.4.4. Online orders are payable via Credit Cards (Visa and Master Card) and in Euros only.
- 4.4.5. If you choose to pay with a credit card, the money is instantly withdrawn from your account upon confirmation of the payment.”
- 4.4.6. Unless otherwise agreed in writing, payments shall be due immediately and without discount.
- 4.4.7. Any delay in payment entails, as of right and without prior notice, an interest of 1% per month on the outstanding amount(s).
- 4.4.8. In case of non-payment at maturity, a conventional flat-rate indemnity of 10% of the outstanding amount(s) will be due automatically and without prior notice, with a minimum of 40 €.

4.5. Order Cancellation

- 4.5.1. Cancellation and Refund rules depend on the order. See document: [Cancellation and Refund rules of ESA services.](#)
- 4.5.2. The User clearly and unambiguously notifies his/her request to cancel the order to ESA by e-mail to info@esahq.org.
- 4.5.3. ESA reserves the right to refuse the cancellation of an order
- 4.5.4. The price will be reimbursed by the ESA to the User within maximum 30 calendar days after the cancellation of the order.
- 4.5.5. The reimbursement will be made by bank transfer or any other agreed by the Parties on the account indicated by the User.

4.6. Feedback

- 4.6.1. The User may send ESA feedback on any service by filing in the appropriate form provided for such purpose on his/her myESA account.
- 4.6.2. Any complaint regarding the state of a service is admissible only if it is formulated in writing within eight (8) calendar days after the completion of the service (e.g. 8 days after the end of meetings or congresses). After this period, the User is deemed to have definitively approved the provision of the service.

4.7. Proof of the transactions

The information stored by the ESA will stand as proof of all the transactions and financial operations related to the order.

5 LIABILITY

4.8. Under no circumstances will the ESA or any affiliated staff or Website contributors, be liable to the User, as a Website visitor or any other person or body, for any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed within the ESA Website. The User agrees that neither the ESA nor any affiliated staff or Website contributors, will be responsible for any loss or damage (including, without limitation, direct, indirect, incidental, special or consequential damages) or loss of data or loss of profit, even if the ESA or any affiliated staff or Website contributors, has been advised of the possibility of such loss.

4.9. Insofar as the above-mentioned exclusion of liability is not legally valid, the liability is in any event limited to an amount equal to the price that corresponds to the ordered services. The liability is not limited or excluded insofar as the User's costs and damage is caused by ESA (or its staff's) gross negligence or deliberate intent, of, if these limitations and/or limitation of liability would be forbidden by mandatory legal provisions. In case of liability for death or injury the amount of ESA's liability is limited to the amount that is paid out on the basis of ESA's liability insurance(s) and where appropriate, the amount of the risk that has to be borne by ESA in accordance with the applicable insurance policy(ies).

6 Indemnification

The User irrevocably indemnifies the ESA and its affiliated staff and Website contributors, from and against, any and all losses, damages and costs, suffered or incurred by the ESA and its affiliated staff and web contributors, of whatsoever nature, arising out of or in connection with, the User's use, provision, or distribution of information or any part of the ESA Website component contents, that arise in relation to any breach of these Terms and Conditions by the User.

7 Legal Jurisdiction and Applicable Law

4.10. Any disputes arising out of the interpretation or performance of these Terms & Conditions shall exclusively be brought before the courts of Brussels, Belgium.

4.11. These Terms & Conditions shall be governed by and interpreted in accordance with Belgian law.

8 Miscellaneous Terms

- 4.12. Nullity:** If a part of a paragraph or article of this employment agreement would be unenforceable such non-enforceability will not affect the remaining part of this paragraph or article and this paragraph or article will be reduced to what is legally acceptable.
- 4.13. Previous agreements:** this agreement supersedes any other agreement which may have existed between the User and the ESA.
- 4.14. Terms & Conditions of the User:** only these Terms & Conditions apply, regardless of any other additional terms or conditions of the User that conflict with or contradict these Terms & Conditions in any order, document, or other communication. ESA's failure to object to such conflicting or additional terms will not change or add to these Terms & Conditions.
- 4.15. Entire agreement:** these Terms & Conditions, together with the ESA [Privacy Policy](#), are the entire agreement between the User and the ESA.
- 4.16. Force Majeure:** the ESA is not liable for the non-availability of the Website and/or the Internet Service to which the User has subscribed and/or any other non-compliance caused by events outside our control including but not limited to acts of God or public enemies, civil wars, rebellion, fire, flood, explosions, earth quakes, a serious accident, non-functioning internet, strike, industrial disruption or any other causes outside the ESA's control. The ESA disclaims all responsibilities for the unavailability of the ESA Web Site due to unexpected conditions.
- 4.17. Waiver of rights:** the failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

9 Additional information

For any information, comments, questions not covered in any of these Terms & Conditions or about orders made on line please contact info@esahq.org. Alternatively, the User can write to:

European Society of Anaesthesiology
24 Rue des Comédiens
B-1000 Brussels, Belgium.