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## UITP Training Programme on Public Transport Fundamentals

*3-5 May 2018, Kuala Lumpur, Malaysia*

### UITP Terms & Conditions

#### 1. AGREEMENT & REGISTRATION PROCEDURE

This agreement is between International Association of Public Transport ("UITP"), a Belgian incorporated company under the number 0544.198.506, with registered seat at rue Sainte Marie 6, 1080 Brussels,; and you, ("Participant") regarding the participation in a training programme organized by the UITP ("Training Programme").

By "you" or "your" we mean the Participant.

By completing and submitting the registration form, the Participant expressly and unconditionally agrees to be bound by the present terms and conditions ("Terms and Conditions").

More information about the Training programme can be found on the following [page](#).

#### 2. PRICE AND PAYMENT

Payment of your registration fee is due on completion of your registration. As soon as your registration form is received, you will receive a confirmation email and a pro forma invoice / an invoice will be issued on your behalf. The Participant 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 [sofia.xue@uitp.org](mailto:sofia.xue@uitp.org)

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



If participation fees are not received by 03/April/2018 (4 weeks prior to the event), UITP reserves the right to cancel your registration and reattribute your place on the course to another candidate on the waiting list.

Only members of the UITP are entitled to member pricing for the participation to the Training Programme. UITP will in any case verify your 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, you 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. The organizer reserves the right to refuse admission to registered participants whose 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 Training Participant. If you are not able to pay by credit card, bank transfer payment is also permitted. Note that a proof of payment should be sent to [sofia.xue@uitp.org](mailto:sofia.xue@uitp.org) if you register less than two (2) weeks before the training date. Bank charges are supported by the Training Participant.

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 [sofia.xue@uitp.org](mailto:sofia.xue@uitp.org).

### **3. VAT**

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

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

If the Training Participant cannot attend the Training, we are happy to accept a substitute colleague at any time. Requests for substitutions will only be accepted by e-mail to [sofia.xue@uitp.org](mailto:sofia.xue@uitp.org).

The message must indicate the name and contact details of the cancelled participant and the substitute. The substitute must be from the same organization or enterprise. The first substitution is free of charge.

By requesting the substitution, the new Training Participant accepts to be bound by the Terms and Conditions, including the payment of the registration fee and any additional costs.

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

## **5. CANCELLATION POLICY**

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

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

Cancellation received by UITP until 4 weeks prior to the course starting day: UITP will issue a credit note applicable to any subsequent training programme scheduled within the twelve-month period following the cancellation. A full refund of the registration fee minus 150 Euro administration fee can be provided upon written request to UITP.

In the event a course participant does not register for a course within twelve-month validity period of a credit note, the course participant understands and agrees that he/she will not be able to claim the credit from UITP.

Cancellation requests received by UITP less than 4 weeks prior to the course starting day: the course fees remain due whether paid or not. UITP will not refund the course registration.

In case of failure to attend a course for which a participant has registered, without having given prior notice to UITP (a "no-show"), the course fees, whether paid or not, remain due.

## **6. TRAVEL ARRANGEMENTS & RELATED COSTS**

It is the sole responsibility of the Training Participant to fulfil all the necessary administrative requirements and formalities in order to be able to attend the Training, including any visa requirements. All costs incurred as part of these requirements and formalities, are the sole responsibility of the Training Participant.

In case that the Training 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 Event. The Training 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 Training Participant.

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

Should the participant not be granted their visa, the registration fee will be reimbursed (minus €150 administrative fee) if and only if they provide UITP Team ([sofia.xue@uitp.org](mailto:sofia.xue@uitp.org)) 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.

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

The registration fees also do not include any insurance of the Training 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 Training Participant is advised to arrange adequate personal insurance since the UITP cannot be held responsible.

## 7. TRAINING PROGRAMME CANCELLATION OR CHANGES

UITP reserves the right to cancel any training programme up to 21 days prior to the course starting day and will immediately issue a credit note applicable to any subsequent course scheduled within a twelve-month period following the cancellation. A full refund of the course fee can be provided upon request. UITP will not be liable for any other expenses incurred by course participants (i.e. travel and accommodation costs).

UITP also keeps rights to change the programme contents and trainers.

In the event a course participant does not register for a course within twelve-month validity period of a credit note, the course participant understands and agrees that he/she will not be able to claim the credit from UITP.



## 8. INTELLECTUAL PROPERTY

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 course 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, you understand and agree as a participant that it is prohibited to take pictures, perform videotaping and voice recording of the training session and/or training materials.

You agree that upon achieving UITP credential, your name and your class picture may be posted on UITP's website as part of a registry to be created and maintained by UITP.

You hereby agree that 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.

## 9. LIABILITY

To the extent permitted by applicable law, the UITP shall not be liable for any direct or indirect damages resulting from involuntary fault or minor errors in connection to the Training. This includes any damages caused by third parties, whether or not they have any direct link with the UITP. The UITP will however be liable in case of grave error or wilful misconduct 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 Training Participant.

The Training Participant 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 which arise as a direct or indirect result of actions, omissions or negligence of the Training Participant.



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## 10. FORCE MAJEURE

The Training Participant shall not be entitled to any compensation should political or economic circumstances or a case of force majeure prevent the UITP training from being held, or limit its size or modify its nature. Neither shall the Training Participant be entitled to a restitution of any registration fee nor other sum paid to the UITP in such circumstances.

## 11. AMMENDMENTS

UITP reserves the right to make amendments to the 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 present Terms & Conditions and will inform the Training Participant about such modifications.

## 12. PERSONAL DATA

The UITP is committed to protecting your personal privacy in accordance with the applicable laws on the protection of privacy and processing of personal data.

The UITP may collect personal information directly from the Training Participant when submitting personal information for example via electronic means such as e-mail, the registration form... This information can be used for the purposes of the Training and to inform the Training Participant about any future events or activities organized by the UITP. The UITP will not sell or rent to third parties any personal information provided directly to them or through their website but may share the data with UITP exhibitors or sponsors for the purpose of the Training. The Training Participant may request access to their personal information held by the UITP about them, including to update or correct any inaccuracies.

Should you have any questions or concerns about the Terms and Conditions or the collection of information, you can contact the UITP at the following email address: [sofia.xue@uitp.org](mailto:sofia.xue@uitp.org).



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### 13. JURISDICTION AND APPLICABLE LAW

The Training and the Terms and Conditions are governed by and construed under Belgian law. Any dispute arising out of or in connection with the Training 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 Training Participant 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.