

Terms and Conditions Industria

Definitions:

1. The participant: the party that subscribes itself for an activity of Industria.
2. Industria, Technisch Bedrijfskundige Studievereniging, located in Eindhoven and having its office at Groene Loper 3, 5612AE, registered at the Kamer van Koophandel with case number 235670, legally presented by the Industria board, hereafter referred to as 'Industria'.

Agree as follows that:

Article 1: Enrollment Procedure

Industria applies three types of enrollment procedures; draw, first come first serve and selection.

1.1 Draw

The enrollment for an activity will be open for a predetermined number of days. If there are too many subscriptions after the enrollment is closed, there will be a draw, which leads to a list of participants and a reserve list of participants. When there are places left at the end of the period, enrollment will stay open and proceed by the First Come, First Serve policy.

1.2 First come first serve

In this procedure the participant list and the reserve list of participants are created based on the order of enrollment.

1.3 Selection

This procedure is for the activities IRP and ROTC. The selection procedure and the selection criteria are established by the main committee of the activity in consultation with the Industria board. The selection of participants is done by the main committee and at least one board member of Industria.

Article 2. Payment obligation

- 2.1 The participant declares it will fulfill its payment after having been drawn into the activity. In the case of a first come first serve procedure the payment will be made at the time of subscription. For selection procedures, the participant declares to pay for the activity after being selected. Moreover, in case a subscription fee must be paid to both Industria and an external party, by accepting the subscription terms and conditions the participant agrees to paying the amount to Industria as well as the amount owed to the external party.

Article 3. Withdrawal by participant

Withdrawal for an activity is only possible by sending an e-mail to bestuur@industria.tue.nl.

3.1 Activities with a participation fee

After enrollment and payment for an activity, a refund is not possible. When no costs have been made by Industria yet, an exception can be made by the Industria board. This will be decided per case. When a participant is not able to join an activity, the people on the reserve list will be addressed. In case of withdrawal by the participant, it is only possible to get a refund of the subscription fee if someone from the reserve lists wants to take over the ticket. If there is no one on the reserve list, the person who has

unsubscribed is responsible to find someone who can take his or her place to receive the participation fee in return.

3.2 Activities without a participation fee

Withdrawal is possible until 3 workdays before the start of the activity at the latest. When withdrawal is done too late or the participant does not show up, a warning can be given. When this happens more often, it can result in the exclusion of activities.

Article 4. Cancellation by Industria

With 'cancellation by Industria' is meant that Industria voluntarily cancels an activity while continuation would still be allowed under the formal university regulations and government regulations.

- 4.1 Industria is at all times allowed to cancel the activity if the Industria board decides that the continuation of an activity is irresponsible. If this is the case, the Industria board will communicate the cancellation as soon as possible to the participants.
- 4.2 In case costs have been made for the activity, Industria will pay for these costs up to 100% of the contribution per participant as stated in the budget of Industria. If the costs are higher than this contribution, the participants are responsible for the other costs made.
- 4.3 In case the participants have already made a payment to Industria that is higher than the cancellation costs minus the contribution of Industria per participant, Industria will refund the difference as soon as possible to the participants.
- 4.4 In case of cancellation, Industria will at all times do her best to refund as much money as possible to the participant.

Article 5. Covid-19

Covid-19 may form a threat to the activities that are organized by Industria. Especially, for trips to foreign countries, the risks of Covid-19 are difficult to estimate beforehand. As long as Covid-19 plays a role, Industria will insure itself as much as possible against these risks. However, due to government regulations and/or regulations of the TU Eindhoven, Industria may be forced to cancel an activity.

5.1 Government regulations

- 5.1.1 Industria will at all times comply with the government regulations regarding Covid-19.
- 5.1.2 In case an activity of Industria does not comply with the government regulations, Industria will cancel the activity. If costs have been made for the activity, Industria will pay for these costs up to 50% of the contribution of Industria according to the budget of Industria. The participants are responsible for the other costs made.
- 5.1.3 Participants are responsible for complying with the entry rules of the country of residence and the entry rules of activities within the country of residence. Industria is not responsible for the costs in case a participant is not allowed to enter the country of residence or the activities in that country.
- 5.1.4 Participants must at all times comply with the rules applicable in the country of residence. This means that a participant is not allowed to join an activity of Industria if he or she has to be in quarantine according to the government regulations in this country.

5.2 University regulations

- 5.2.1 The TU Eindhoven may impose stricter regulations on Covid-19 than the Dutch government imposes.

- 5.2.2 Industria will at all times comply with the formal regulations of the TU Eindhoven.
 - 5.2.3 In case an activity of Industria does not comply with the formal regulations of the TU Eindhoven, Industria will cancel the activity. If costs have been made for the activity, Industria will pay for these costs up to 50% of the contribution of Industria according to the budget of Industria. The participants are responsible for the other costs made.
- 5.3 In case an activity cannot continue in the desired form due to the Covid-19 measures, Industria will look for an alternative as much as possible.

Article 6. Liability

- 6.1 Industria is not liable in case of damage by loss and/or theft during the activity.
- 6.2 Industria is not liable for hazardous consequences the participant experiences due to taking part in the activity
- 6.3 The participant is obliged to follow all instructions from Industria and is liable for all damage caused by the participant's unauthorized behavior, examined by Industria.
- 6.4 The participant is obliged to follow all instructions from Industria to guard the safety during the activity. This applies to both obligatory and voluntary components of the program.
- 6.5 The participant that causes nuisance, as such that the execution of the terms and conditions are hampered to a large extent, the Industria board can exclude the participant from the activity. All costs that arise from this decision are paid by the participant.
- 6.6 Participants of the activity can always be held accountable for their behavior and for the way facilities of Industria are used.

Article 7. Other

No other terms and conditions apply.