

## Advertising Application Form

Please complete and return to the ESSO 32 Congress Secretariat via

E-mail: [elisabeth.koeck@ecco-org.eu](mailto:elisabeth.koeck@ecco-org.eu) or Fax: +32 (0) 2 775 02 00

- Please complete electronically to avoid misinterpretation. If handwritten, use capitals to avoid errors.
- Only completed signed forms with credit card details will be accepted.

### Company name & address

The Company name & address as it should appear in official listings e.g. in the Programme Book and printed on Exhibitor Badges.

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

### We wish to reserve the following Advertising opportunity:

ADVERTISING	
<input type="checkbox"/> Advance Programme/Call for abstracts - Outside back cover	2.500 EUR
<input type="checkbox"/> Bag insert	800 EUR
<input type="checkbox"/> ESSO 34 First Announcement - Outside back cover	3.000 EUR

### Invoicing data

- Only one invoice address may be used (if an invoice is subsequently requested using a different address, a 50 EUR admin. fee will be charged).
- In all cases a credit card number must be supplied as payment guarantee.
- All invoices must be settled in full by the payment date indicated on the invoice (30 days) or before the start of the Congress should this fall first.
- In the event that an invoice remains unpaid after a settlement date, ESSO reserves the right to deny access to the Congress.

## Advertising Application Form

### Company or Agency to be invoiced:

Company VAT number: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Payment to the ESSO 32 Secretariat will be made by bank transfer (details will be given on the invoice) **only**. Please fill in the following credit card information as a guarantee.

☐ Visa ☐ American Express ☐ Eurocard/Mastercard

Card Number: \_\_\_\_\_

Card Holder's Name: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ Control Code: \_\_\_\_\_

### Agreement

**I hereby agree to be bound by the ESSO 32 Invitation to Industry and all conditions expressed therein<sup>1</sup>**

<sup>1</sup>*This application is legally binding on the company pending its acceptance in writing by the organiser.*

Date: \_\_\_\_\_ Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## Advertising Application Form and Contract GENERAL TERMS OF CONTRACT

The following conditions of participation refer to allocation of advertising space by ESSO to companies supporting ESSO 32 in so far as the contractual partners do not reach contrary agreements in writing.

### Establishment of Contract

Application is made by completing and returning the Advertising Application Form and Contract. Applications will be allocated on a first-come, first-served basis.

Only completed and signed application forms will be taken into consideration. By signing the application form, the company accepts the conditions contained in the Invitation to Industry and any supplementary provisions. Confirmation of the allocation of advertising space by ESSO in writing constitutes establishment of contract between the company and ESSO. An advertising space assignment and an invoice will be sent by Email. The date of the advertising space assignment is considered to be the date of the advertising space allocation. If the contents of the advertising space assignment deviate from the contents of the company's application, the contract is based on the advertising space assignment issued by ESSO unless the company objects in writing within two weeks after the date mentioned on the advertising space assignment.

### Appointed Agencies

- Application for Advertising must be submitted by the company under whose name each advertising space is to be listed.  
Please note: Correspondence for the above items must be made exclusively between this company and ESSO.
- Companies should inform ESSO, in writing, which agency is appointed. Otherwise no request from agencies will be taken into consideration.
- It is not the role of any given agency to make initial enquiries or reservations with ESSO independently of the company.
- The company is responsible for communicating these regulations to its staff and its appointed agencies.
- This named agency cannot fully act as if it were the company itself and the company will continue to be held entirely responsible and accountable for activities organising in its name.

### Procedure

- Application: Applications will be dealt with on a first-come, first-served basis.
- Payment deadline: Assignments will be cancelled automatically if the related cost has not been paid within the given time period. In such cases the cancellation fee will be applicable according to the cancellation policy.

### Terms of Payment

A first deposit of 30% of the total rate will be sent within 2 weeks following confirmation. Payment is due within 30 days following the date of the invoice, the balance not later than 21 January 2012. Corresponding invoices will be sent out by the Congress Secretariat in due time before the deadline for receipt of payment.

### Value Added Tax

With the introduction of the new European VAT law (Directive 2008/8/EC: article 3 concerning the amendment of articles 53 and 54 of Directive 2006/112/EC), which became effective January 1, 2011, services and ancillary services relating to cultural, artistic, sporting, scientific, educational, entertainment or similar activities, such as fairs and exhibitions, including the supply of services of the organisers of such activities, are no longer subject to VAT in the country where the event is taking place when supplied to taxable persons, but are subject to VAT where the customer has established his business (Reverse Charge). However, according to the new article 53 of Directive 2006/112/EC, the supply of registrations is still subject to VAT in the country where the event is taking place, even when supplied to taxable persons. Companies registered in a country outside of the EU are encouraged to seek advice on reclaiming VAT payments.

### Cancellation Policy

The company cancelling Advertising support after the official application has been accepted will be liable to pay the following fees:

If the item cannot be reallocated to another company:

- 25 % of the total rate, if the cancellation request is received in writing by 01 September 2011
- 50 % of the total rate, if the cancellation request is received in writing by 16 January 2012
- 100 % of the total rate, if the cancellation request is received in writing after 16 January 2012

If the item can be reallocated to another company, the company will receive a full refund of deposits paid, less administrative fees of 10% of the total rental rate, with a minimum of 250 EUR.

### Administration Fees/Invoicing Changes

Invoices will be addressed in accordance with the invoicing date provided by the company.

Please note: if a billing change is requested (i.e. company name change, or address change), an Administration Fee of 100 EUR excl. VAT will be charged to the company.

### Indebtedness

Payments not received by the first day of the Congress (19 September 2012) will be subject to a 10% penalty fee.

### Refunds

Any refunds of deposits paid will be made after the Congress but not later than 27 July 2012. The company will not be entitled to any interest that the organiser may have derived from deposits made by the company. All bank charges, including sender and receiver charges, resulting from a refund related to cancellation of the educational activity will be charged to the company.

### Administration Fees/Invoicing Changes

Invoices will be addressed according to the Invoicing Data provided by the Company. Please note, if a billing change is requested (i.e. company name change, or address change), an Administration fee of 100 EUR (excl. VAT) will be charged to the company.

### Refunds

Any refunds of deposits paid will be made after the congress but not later than 31 December. The company will not be entitled to any interest that the organiser may have derived from deposits made by the company. All bank charges, including sender's and receiver's charges, resulting from a refund related to cancellation of promotional opportunity will be at the charge of the company.

### Postponement or Abandonment

The organiser reserves the right to postpone the congress including the Satellite Symposia, or to transfer the congress to another site, if unforeseen circumstances warrant such action. Should any contingency prevent the Satellite Symposia from taking place, the organiser will not be held liable for expenses incurred other than the cost of renting the slot.

### Unexpected Cancellation of the Event

ESSO reserves the right to cancel ESSO 32 without notice or compensation in the event of force majeure cases such as strikes, fires, terrorist attacks, damages or other fatalities. In such circumstances ESSO is free of all responsibility.

### Limitation of Liability of ESSO

In the event of ESSO having to cancel ESSO 32 due to force majeure causes such as strikes, fires, terrorist attacks, damages or other fatalities, ESSO shall only be obliged to reimburse the payments received subject to deduction of any costs it has incurred in preparing the event, as long as cancellation arises through a cause that is non-attributable to ESSO.

### Bankruptcy or Liquidation

In the instance that a company be declared as bankrupt or enters into liquidation other than for the purpose of restructuring or merger, or has a receiver appointed, the organiser shall be at liberty to terminate the contract with the company, immediately cancel the allocation of a Satellite Symposium to the company and forfeit all sums paid by the company.

### Enforcement of Rules

Applies equally to all exhibitors and organisers of ESSO 32 Satellite Symposia.

### Violation Procedure

The procedure for policing and enforcing the violation is as follows: When noticing a violation, the ESSO 32 Secretariat staff will ask the company to correct the situation according to the applicable regulations. If the company refuses to comply, the ESSO 32 Secretariat staff will report alleged violations to the ESSO 32 congress Committee. After considering the available evidence, a representative of the relevant company will be invited to present the company's view, after which the Committee will give its opinion. This will be confirmed in writing after the congress. Appeals may be made to the ESSO 32 congress Committee.

### Claims Procedures, Place of Performance and Jurisdiction

All claims by the exhibitor against ESSO must be made in writing. The maximum time lapse is 3 months from the closure of the congress. Agreements which deviate from these conditions or from the supplementary regulations must be made in writing; facsimile signature will suffice. The contract is governed exclusively by Belgian law; English text is authoritative.

### Final Clause

In cases not covered by the regulations in this Invitation to Industry, ESSO interpretation and decision shall be final.