

## General Purchase Terms for Prometheus, the Staff Association van TU Delft

### Article 1 - Applicability

1. These terms and conditions apply to all activities (including multi-day trips) organised by Prometheus, the staff association of TU Delft.
2. Participation in activities is restricted to members of Prometheus ("**Members**" and in singular "**Member**"), unless specified otherwise when registering for activities.
3. By registering in an activity of Prometheus, the participant ("**Participant**") accepts these terms and conditions.

### Article 2 - Liability

1. Participation in activities organised by Prometheus is at Participant's own risk. By registering for an activity, the Participant undertakes to pay the price of the activity as appointed by Prometheus in the manner prescribed by Prometheus.
2. Prometheus is committed to the highest degree of safety and care during activities. Nevertheless, Prometheus and the organisation of an activity shall not be liable for any damage, loss, or injury incurred during or as a result of participation in the activities, except in cases of intent or gross negligence of Prometheus.

### Article 3 – Conduct of Participant

1. Participant must personally participate in the activity for which he/she has registered. Participation in an activity is therefore expressly not transferable to a third party, unless prior written permission has been given by Prometheus. The organisation will not admit a third party to whom participation in an activity has been transferred without Prometheus' permission.
2. Participant is obliged to follow instructions of the organisation at all times and to behave towards other Participants, the organisation and others according to the common standards of decency and respect. If Participant does not adhere to that obligation, Prometheus may exclude Participant from (further and future) participation in activities without entitlement to a refund.
3. Prometheus adheres to the standards of behaviour and codes applicable at TU Delft and reserves the right to exclude Participant from (further and future) participation in activities without entitlement to a refund if Participant does not adhere to these standards of behaviour.
4. If and insofar as Participant acts contrary to what is stipulated in this article, Prometheus retains the right to expel Participant from his membership of Prometheus in accordance with Article 11.3 of the Articles of Association of Prometheus.

## Article 4 – Cancellation by Prometheus

1. Prometheus reserves the right to cancel or change activities, for instance in case of insufficient registrations or unforeseen circumstances including - for instance but not exclusively - cancellation by a third party involved in the activity and (government measures as a result of) a pandemic or other emergency situation.
2. In the event of cancellation of an activity by Prometheus, Participant shall receive a full refund of the amount paid by him/her, unless the cancellation is attributable to Participant.

## Article 5 – Cancellation by Participant

1. Cancellation by Participant should be done in writing and stating reasons no later than 48 hours before the start of the activity by means of an e-mail to [prometheus@tudelft.nl](mailto:prometheus@tudelft.nl).
2. If Participant cancels less than 48 hours in advance, he/she is not entitled to a refund of any amounts paid by him/her and Prometheus may charge administration costs.
3. If and to the extent that an activity cancelled by Participant more than 48 hours before the start of the activity but can no longer be cancelled by Prometheus free of charge and/or no substitute - who is also a Member - can be found for the Participant, the Participant also does not receive a refund and Prometheus is entitled to charge administration costs.
4. If and insofar as Prometheus, upon timely cancellation as referred to in paragraph 1, can (still) cancel the Participant's participation free of charge or finds a substitute, the Participant does receive a refund and no administration costs will be charged.
5. In the event of cancellation of multi-day trips and/or multi-day activities otherwise, the obligation to take out valid travel insurance as referred to in Article 8 applies with regard to cancellation.

## Article 6 – Responsibility for Third Parties

1. Members who bring guests (non-members) to activities are responsible for the behaviour of these guests.
2. Members must ensure that guests are aware of and agree to these terms and conditions.

## Article 7 – Unilateral modification

1. Prometheus reserves the right to amend these terms and conditions unilaterally.
2. Amendments will be announced at least 14 days before taking effect via the Prometheus website and by e-mail to members.

## Article 8 – Multi-day trips

1. A Participant in multi-day trips or multi-day activities otherwise organised by Prometheus, is obliged to be in possession of health insurance and to take out a valid travel insurance that provides cover for cancellation, medical expenses, accidents, and repatriation. Proof of the existence of these insurances shall be submitted by Participant upon Prometheus' first request.
2. Prometheus is not responsible for any costs or damages resulting from not having valid travel insurance as referred to in paragraph 1.

3. It is the responsibility of the Participant possess and/or obtain valid travel documents (such as passport, visa and vaccination booklets) and to comply with all requirements for entry to the travel destination.
4. Prometheus reserves the right to cancel participation if Participant does not meet the requirements of this article, without the right to a refund (notwithstanding article 5 paragraph 4) .
5. Notwithstanding the provisions of Article 5, a Participant of a multi-day trip or multi-day activity must cancel in writing, stating reasons, no later than 10 working days before the start of the trip by sending an e-mail to [prometheus@tudelft.nl](mailto:prometheus@tudelft.nl).
6. That which is stipulated in Article 5 with regard to refunds and administration costs applies equally to the cancellation of multi-day trips and activities with due observance of the deviating term referred to in paragraph 5 of this Article. If no refund is made, the Participant must invoke his travel and/or cancellation insurance as referred to in paragraph 1 of this article.

## Article 9 - Data

1. Participant guarantees that the data provided by him/her are correct, up-to-date, complete and filled in truthfully.
2. Prometheus has the right to exclude Participant from the activity – without the right of a refund – if Participant has provided incorrect, incomplete and/or misleading data or has committed or attempted to commit fraud.
3. The personal data of Participant will only be used for the implementation of the activity, the communication about the activity and for the smooth running of the activity. Prometheus will not keep the data longer than necessary for the intended purpose.
4. Prometheus may request additional personal data from Participant if this is necessary for the purpose of the activity. Prometheus will not sell and/or provide data to third parties who are not involved in the activity.
5. Participant declares to be willing to cooperate in (internal) advertising campaigns and promotions related to the activity. He/she accepts that photographs can be used for (internal) advertising and promotional purposes of Prometheus without entitlement to any compensation.

## Article 10 – Force majeure

1. In case of force majeure (such as extreme weather conditions, pandemics, or other unforeseen events), Prometheus is entitled to suspend, terminate or change the activity at any time.
2. Where appropriate, Prometheus may propose an alternative date or activity or refund the amount paid.

## Article 11 – Intellectual Property Rights

1. All information offered, including texts, graphic material, logos, and visual material, are protected by copyright and belong to Prometheus and/or its licensors.
2. It is not allowed to use or reproduce the copyrighted materials without the express written permission of the rightful claimant(s).

## Article 12 – Final Provisions

1. If one or more provisions of these conditions are null and void or destroyed, the other provisions of these conditions shall remain unaffected. As far as possible, Prometheus will in that case replace the void or nullified provision(s) by (a) valid provision(s) in which the original intention is followed as much as possible.
2. Prometheus is not liable for any typing, printing or typesetting errors. In cases not covered by these conditions, the Prometheus board will decide.
3. These terms and conditions are exclusively governed by Dutch law.
4. Any disputes will be submitted to the Prometheus board for amicable settlement. If the parties cannot reach a solution, the dispute will be submitted to the competent court in The Hague.

By registering for an activity organised by Prometheus, the Participant declares to have received these terms and conditions, to have taken adequate notice of them and to agree with the content and applicability of these terms and conditions.