

## TEIMUN Foundation Terms and Conditions

### Article 1. Purpose

1.1 These Terms and Conditions (“Agreement”) set forth the general terms and conditions applicable to the GrunnMUN Conference, hosted in Groningen, the Netherlands, and TEIMUN Conference, hosted in The Hague, the Netherlands (individually “Conference” and collectively “Conferences”) by The European International Model United Nations Foundation (“TEIMUN Foundation” or “Foundation”), registered at Pelsterstraat 23 9711 KH Groningen Rechtspersoon with KvK number 41012732, and are legally binding between the Foundation and the natural legal persons intending to participate in the Conferences in any capacity.

1.2. This Agreement is applicable and binding between the Foundation and the Participant (or Participants in the case of a Delegation) from the moment of submission of an application for the Conference(s).

### Article 2. Additional Definitions

2.1. “TEIMUN Family” consists of members of TEIMUN Foundation’s Executive Board (the “Board”), Supervisory Board, Audit Committee, Alumni Committee, Movie Committee, and includes other members of the staff involved in the planning and organising of the Conferences.

2.2. “Participants” collectively refers to the natural legal persons who join the Conferences such as but not limited to Delegate(s), Faculty Advisor(s), Chairperson(s) involved in the organisation of the Conferences (individually “Participant”).

### Article 3. Eligibility and Registration

3.1. Participants who are below the age of eighteen (18), or above the age of thirty (30), on the first day of the relevant Conference are not permitted to attend the event without obtaining prior permission from the Participants Coordinator of the Foundation (the “Participants Coordinator”; [participants@teimun.org](mailto:participants@teimun.org)).

3.2. If a Participant is found to be ineligible for the Conferences or has engaged in behaviour prohibited under this Agreement, they will be promptly dismissed, have their registration and allocations cancelled, and forgo their rights to a refund as permitted under Article 9.

3.3. The TEIMUN Foundation reserves the right to reject any Participant’s application. Should this decision be taken, and it is not on the basis of a violation of this Agreement, the Participant will be issued a refund of the applicable fees, except for the service fees charged by the payment facilitator (Stripe) during the application process.

3.4. A registration is deemed completed if the Participant has filled out the Application Form and the Personalisation Form, and has completed their payment obligations (“Completed Registration”).

3.5. The Delegate will be allocated a country and council, bearing in mind – as much as possible – their preference, shortly after they have Completed Registration, and in any case two weeks before the start of the Conferences, except for Participants that make use of late registrations where applicable.

3.6. The TEIMUN Foundation will endeavour to inform the Participants of their allocations or roles at the earliest opportunity, in any case, no later than two weeks before the scheduled start date for the relevant Conference.

### Article 4. Data and Waivers

4.1. TEIMUN Foundation reserves the right to collect, edit and utilise all the data submitted to, or collected by, the TEIMUN Foundation in the form of photographs, videos, and Conference-specific documents for our administration, website, fundraising, marketing, and analytical purposes.

4.2. The Participants waive all rights of ownership of any photographic, video, or documentary material that was created by the members of the TEIMUN Family and Chairpersons in the exercise of their capacity. The Participants further acknowledge and warrant that these materials can be used free of any encumbrance by TEIMUN Foundation towards the purposes identified in Article 4(1).

4.3. TEIMUN Foundation warrants that the data collected or received by the organisation under Article 4(1) will not be sold to third parties.

4.4. TEIMUN Foundation further warrants that any sensitive data collected over the course of the Conference will be treated with due care and kept in compliance with the obligations under the General

Data Protection Regulation (2016) and Dutch data protection laws.

4.5. Any and all data-related queries must be addressed to the TEIMUN Foundation's Data Protection Officer, who can be reached at [info@teimun.org](mailto:info@teimun.org).

4.6. The TEIMUN Foundation retains the ownership of, and copyrights over, any material used towards or published in the course of the Conferences.

## Article 5. Visa

5.1. Participants acknowledge that it is their responsibility to secure the necessary travel documents to enter the Netherlands and submit the visa application.

5.2. TEIMUN Foundation will provide the Participant(s), at their written request submitted to the Participants Coordinator, a letter supporting their visa application to the Netherlands provided that the Participant(s) have provided TEIMUN Foundation with all the requested documents and if applicable, have fulfilled their payment obligations.

5.3. TEIMUN Foundation reserves the right to introduce additional security checks, such as but not limited to interview(s), document validation, and contacting the relevant embassy in the Netherlands to ensure the authenticity of the information provided by the Participant.

5.4. Participants acknowledge that if they do not participate in the Conference(s) ("no-show rule") following the issuance of a supporting visa letter and fail to inform the organisers within forty-eight (48) hours of the Conference(s) starting, or they fail to adequately respond to the TEIMUN Foundation's correspondence requesting an update, the Foundation is under a legal obligation to:

5.4.1. Inform the Dutch Immigration and Naturalisation Service (IND), the Dutch Ministry of Foreign Affairs and the relevant embassy in Den Haag of the no-show; and

5.4.2. Further inform the Royal Netherlands Marechaussee (the Dutch Border Control) and *Frontières Extérieures* (Frontex) authorities should the Participant have arrived reached Europe.

5.5. TEIMUN Foundation expressly waives all liability arising from the conduct, negligence or omissions arising in connection with the Participants' visa applications and use.

## Article 6. Conduct During the Conference

6.1. The Participants agree to abide by the standards of conduct outlined in this Agreement in good faith.

6.2. Participants warrant that the information provided to the organisers during the initial registration, as well as over the course of the Conference(s), is truthful and accurate.

6.3. To the best of their ability, the Participants agree to act in accordance with Dutch law, with special regard for any developments concerning rules on health and safety.

6.4. The Participants acknowledge that the Organisers reserve the right to monitor the health and safety of those attending the Conference and, if necessary, adopt measures, to prevent an outbreak of disease(s) at the Conferences.

6.5. The Conferences follow a zero-tolerance policy. Any form of bullying, harassment (sexual or otherwise), soliciting or promoting unethical conduct, or engaging in unlawful behaviour may result in a Disciplinary Action or outright dismissal from the Conference in accordance with the rules under Article 7.

6.6. Outside of the social events for the Conferences where alcohol is made available by the organisers, the Participant acknowledges that consumption or sale of alcohol or other controlled substances and soliciting consumption of such substances is strictly prohibited during the planned conference agenda and, unless stated otherwise, on the premises for the Conferences.

6.7. Consumption or possession of drugs and soliciting drug use is strictly prohibited during the planned agenda and on the premises for the Conferences. The Participants must further adhere to the Dutch laws on the possession and consumption of drugs. A violation of this obligation will result in a Disciplinary Action or outright dismissal in accordance with the rules under Article 7.

## Article 7. Liability and Dismissal

7.1. Delegates, and where applicable, Faculty Advisors participating as a Delegation shall assume and share responsibility for the conduct of their peers. As necessary, the members of the Delegation agree to assist the TEIMUN Foundation in remedying any violation of this Agreement.

7.2. In the event of damage caused by the Participant's conduct, negligence or omission, the Participant shall be solely, or where applicable jointly, held responsible for the associated costs and damages.

7.3. If it is discovered after a Participant's registration that the information provided was intentionally falsified or untrue, the TEIMUN Foundation reserves the right to dismiss their application and, if deemed necessary by the Board of the Foundation, pursue legal action. The Participant acknowledges that engaging in such conduct will also result in them forgoing any refund claims.

7.4. In addition to the expected conduct outlined in Article 6, the Board reserves the right to determine the scope and definition of behaviour that is deemed unacceptable and detrimental to the spirit of the Conferences and to take any measure permissible under Dutch law, deemed necessary against the offending Participant (hereinafter "Disciplinary Action").

7.5. If a Participant is found to be in serious or continued breach of obligations under this Agreement, with special emphasis on Article 6, they may be immediately dismissed from the Conferences and forgo any claims of refund concerning the applicable Participation Fee. If deemed necessary by the Board or as necessitated by Dutch law, the TEIMUN Foundation may also notify the relevant Dutch authority.

7.6. For a grave breach under Article 6, the Board may, through a Disciplinary Action, prohibit the Participant (and, where applicable, the Delegation) from participating in Conferences organised by the TEIMUN Foundation for a period of up to five (5) years.

7.7. The Participant waives all and any claims against the TEIMUN Family and other organisers involving compensation in part or in whole of damages or losses incurred in association with travel and accommodation related to participation in the Conference.

7.8. The TEIMUN Family do not, and cannot, incur liability for damages by accidents or in case of loss or theft of their valuables left in the conference rooms and buildings.

## **Article 8. Force Majeure**

8.1. The TEIMUN Family shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to

the Participants and relevant Parties, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such TEIMUN Family's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the relevant and interested party or property or equipment of others which is deemed under the Operational Control of the relevant and interested party.

8.2. Non-performance due to an act of negligence or intentional wrongdoing cannot amount to a Force Majeure event.

8.3. Any claims of Force Majeure event by the TEIMUN Family shall be communicated to the counter-party at the earliest possible moment ("Notice of Force Majeure Event") and specify the cause of the event, the scope of commitments under this Agreement affected by the event, and a good faith estimate of the time required to restore full performance.

## **Article 9. Refunds**

9.1. Requests for refunds must be submitted in writing (electronically) to the Participants Coordinator at [participants@teimun.org](mailto:participants@teimun.org) and should, at a minimum, contain the Participant's personal information, the date the applicable fees were paid, the account details (such as but not limited to IBAN and BIC/SWIFT) to which the refund could be issued, and where applicable or as requested by the Participants Coordinator, a letter outlining the reasons for this request.

9.2. The TEIMUN Foundation will endeavour to address the refund requests within fourteen (14) working days and, in any case, by two weeks after the day the relevant Conference finishes.

9.3. Except for the applicable service fees and fees associated with the transfer, the Participants of the

TEIMUN Conference, hosted in the Hague, are entitled to:

9.3.1. A full (100%) refund of the fee if this request is submitted to the Participants Coordinator at least eleven (11) weeks before the first day of the TEIMUN Conference.

9.3.2. A partial (50%) refund of the fee if this request is submitted to the Participants Coordinator between eleven (11) to eight (8) weeks before the first day of the TEIMUN Conference.

9.3.3. An amount of refund, if any, determined on a case-by-case basis by the Board of the TEIMUN Foundation, following a refund request to the Participant Coordinator concerning a Participant who is unable to participate after registration on the first day of the Conference due to COVID-19 or other medical conditions impeding their participation.

9.4. The Participants acknowledge that there are no refunds possible under the following situations:

9.4.1. The Participant(s) has applied for GrunnMUN Conference, hosted in Groningen, where the applicable fees are non-refundable. Nevertheless:

- a. a refund would be issued, contrary to Article 9(4)(1), only if the Participant's application was rejected before it reached a Completed Registration status; and
- b. the reason for rejection was not anchored in a violation of this Agreement.

9.4.2. Unless otherwise stated, no refunds are possible from the moment when the first day of the Conference is less than fifty-six (56) calendar days - eight (8) weeks - away.

9.4.3. The Participants are found to be in breach of the Terms & Conditions.

9.4.4. The Participant(s) failed to secure a visa, or the visa application was rejected by the assessing body.

9.4.5. The refund request, made under Article 9(3)(3), was rejected by the Board of Directors of TEIMUN Foundation.

9.4.6. The refund request does not satisfy the requirements outlined in Article 9(1), or the Participant has failed to provide supporting documents requested by the representatives of the TEIMUN Foundation.

9.4.7. Unless otherwise stated by the Board, cancellation of the Conference due to a Force Majeure Event.

## **Article 10. Dispute Resolution, Applicable Law, and Jurisdiction**

10.1. Participants, and where applicable, Delegations, can object to a Disciplinary Action in writing by submitting an objection letter to the TEIMUN Foundation ([info@teimun.org](mailto:info@teimun.org)) within forty-eight (48) hours of its issuance to the recipient.

10.2. If an objection, per Article 10(1), is received, the Board reserves the right to implement interim measures intended to address the breach of obligations under this Agreement. No objections or challenges can be made by Participants against these measures.

10.3. Concerning any and all disputes between Participants or between Participants and the Organizers (collectively "Disputing Parties"), the Disputing Parties agree to first attempt to seek resolution through a binding mediation facilitated by the TEIMUN Foundation with the associated costs being shared between the Disputing Parties with due observance of confidentiality, impartiality, and transparency.

10.4. Should the Disputing Parties fail to reach a resolution following the mediation process as organised in accordance with Article 10(3), the Disputing Parties shall, within ten calendar days, submit to the TEIMUN Foundation in writing a request for binding arbitration. The associated costs will be borne by the Disputing Parties.

10.5. This Agreement is governed by the laws of the Netherlands.

10.6. The District Court of Groningen shall have exclusive jurisdiction over any disputes concerning the validity and legality of this Agreement.

## **Article 11. Amendments**

11.1. The TEIMUN Foundation reserves the right to make amendments to these Terms and Conditions as deemed necessary by the Board of Directors.

11.2. In the event of an amendment, the TEIMUN Foundation will make the amended document available on the website (<https://teimun.org/>) in a transparent and accessible manner for the Participants. The Participants shall bear the responsibility to stay informed of the changes.

*Last updated: January 15, 2023*