



Institut Luxembourgeois  
des Administrateurs

# ILA *Board Mandates* service Terms & Conditions

ILA, Institut Luxembourgeois des Administrateurs  
Association sans but lucratif

**The ILA *Board Mandates* service (the “Service”) is offered by the Institut Luxembourgeois des Administrateurs (“ILA”) to companies seeking directors for their open positions on their board of directors, supervisory board, advisory board or any governance body.**

**Any company may use the Service under the following terms and conditions (the “Advertiser”).**

## **DESCRIPTION OF SERVICES**

The Service consists in:

- \* The publishing of the advertisement on the ILA website for the predefined period of time
- \* The information by e-mail to all ILA members of the publication of the new advertisement
- \* The possible sending of a second mailing in accordance with the specific agreement between ILA and the Advertiser.

ILA does not provide any other service and gives no guarantee to the Advertiser that there will be applicants to its offer nor that potential applicants will meet its needs or requirements for the position.

ILA shall not be the contact person for any applicant or interested person replying to the advertisement. Replies sent to ILA will not be forwarded.

## **CONDITIONS & LIABILITIES**

The Advertiser willing to use the Service shall send its advertisement to ILA by e-mail to the following address: [events@ila.lu](mailto:events@ila.lu).

By sending an advertisement for publication to this address, the Advertiser agrees to these Terms and Conditions.

The content of the advertisement is under the sole and exclusive responsibility of the Advertiser. ILA has no control or responsibility for the truth or accuracy of the information appearing in the advertisement and does not endorse any content of the advertisement. ILA shall under no circumstances be held liable for any erroneous, inaccurate or incomplete information therein.

The Advertiser may place either:

- a nameless advertisement, where it will not disclose its name, or
- a nominative advertisement, where it may include its logo and a short description of its activity/ies.

An advertisement shall refer to only one open position.

For any advertisement, the Advertiser shall include contact details for any reply to its advertisement.

The advertisement shall not be amended during the provision of the Service.

It is the exclusive responsibility of the Advertiser to ensure that the content of its advertisement complies with the law. ILA shall not be held liable for any infringement of the law in relation to the content of the advertisement.

## DURATION

The initial duration of the Service is 1 month.

There is a possibility to extend the Service for additional 1-month periods upon specific request of the Advertiser. The extension will give rise to additional fees as disclosed further.

ILA reserves the right to refuse the provision of the Service for any requested advertisement, without having to explain or justify its decision. In such case, ILA will immediately inform the Advertiser and, as the case may be, refund any received payment.

As soon as the position is filled, either during the initial 1-month period or during an extension, the Advertiser shall inform ILA by sending an e-mail to the address [events@ila.lu](mailto:events@ila.lu) and the publication on the ILA website be withdrawn.

## PRICES & PAYMENT

Fees:

	<b>Initial Service: 1 month</b>	<b>Extension: 1 month</b>
<b>ILA members (*)</b>	EUR 200.-	Free
<b>ILA non-members</b>	EUR 400.-	EUR 200.-

*(\*) All ILA corporate members, either small, medium or sponsor members  
Above prices are exclusive of VAT.*

ILA members' preferential rate is only applicable to companies which are ILA members or applied to become ILA member at the date of reception of the advertisement request.

The fees shall be paid prior to any provision of Service by ILA.

No refund will be made after publication of the advertisement on the ILA website.

## MISCELLANEOUS

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

ILA may amend these Terms & Conditions at any time.

The Service is governed by Luxembourg law and Luxembourg courts shall have exclusive jurisdiction over any dispute arising out of the use of the Service.

**ILA Board Mandates service - Terms & Conditions, last update 28 October 2015**