

GENERAL and PARTICULAR TERMS The Medtech Forum – Accommodation

ARTICLE 1 – PARTICIPANTS HOTELS

The Parties have finalised a list of Hotels that are located in or near " Centre des Congrès de la Villette" in Paris and will be able to welcome the participants of the Event.

ARTICLE 2 - PAYMENT

Participants must pay online in order to confirm their booking.
The online rate includes breakfast and taxes, on a single occupancy basis (double or twin occupancy can be selected, and a supplement will be applied).
Participants must pay their extras directly at the hotel before checking out and will warrant sufficient and adapted means of payment.
If extras remain unpaid, the Hotel will send to the Participant the unpaid invoice and the Participant must pay within five (5) days.

ARTICLE 3 - CANCELLATION CONDITIONS

Once the room has been booked, no cancellation is allowed.
Any cancellation will be charged 100% fees.

No show

In case of "no-shows" (cancellation without notice), Europa Booking & Services will charge the Participant an amount equal to 100% of the total amount, all taxes included, for the entire stay. No claim / complaint may be made by the Participants.

ARTICLE 4 - TRANSPORT

It is hereby specified that Europa Booking & Services does not provide any services relating to the participants' transportation and cannot be held liable for problems linked to transportation (delay, cancellation, etc.)

ARTICLE 5 – RECOMMANDATIONS

The Participant cannot bring any food or drink from elsewhere onto the premises. The Participant must follow all the Hotel instructions and rules (in particular, the ban on smoking in public areas).

The Participant must not disturb the Hotel's running nor have a detrimental impact on the security of the Hotel and/or those present on the premises. The general ban on smoking in Hotels and restaurants has been applicable in France since the 2nd January 2008 in all public areas, i.e. the entire Hotel and restaurant, except for the rooms.

Some Hotels are also 100% non-smoking, which means that it is not possible to smoke in the rooms.

The Participants undertakes to use the room "en bon père de famille" (French notion), any behavior contrary to good morals and public order will bring the Hotel to ask the Participant to leave the Hotel without compensation and without any refund if payment has already been made.

Some Hotels have "Hotel Rules". The Participants accept and agree to comply with these Rules. In case of failure by the Participant to abide by the Rules, the Hotel will invite the Participant to leave the Hotel without compensation and without any refund if payment has already been made.

ARTICLE 6 – CHANGE OF HOTEL

Should the Hotel not have rooms available, in case of a technical problem, in case of force majeure, or for any reason whatsoever, the Hotel reserves the right to accommodate all or part of the Participants in an equivalent Hotel, offering the same kinds of service: the costs resulting from this transfer are payable by the Hotel, against which no claims may be made for the payment of any additional compensation.

ARTICLE 7 – FORCE MAJEURE

The obligations contained in this contract shall not be applicable or shall be suspended if their fulfilment is rendered impossible as a result of a case of force majeure, notably including: measures introduced by the public authorities, hostilities, war, acts of state, natural disasters, fires, floods, unannounced strikes, etc...

The Parties must do their utmost to prevent or reduce the effects of any non-fulfilment of the contract as a result of a case of force majeure; the party wishing to invoke a case of force majeure must immediately inform the other party of the start and end of the incident in question, failing which their liability cannot be waived.

ARTICLE 8 - COMPLAINTS AND DISPUTES

In the event of disagreement as to part of the invoice, the Participant undertakes to immediately settle the undisputed part of the invoice and to inform in writing Europa Booking & Services of the cause and amount of the opposition, within 8 days from the invoice date.

Claims and oppositions shall only be considered if made in writing by registered letter to Europa Booking & Services within a maximum of 8 days following the end of the Event.

Beyond this period of 8 days, no claim will be considered by the Hotel.

Hotels are operated by legally separated companies and are therefore solely responsible for any damage. In case of dispute, the Participant must contact only the operating company of the Hotel where he stayed.

In case of litigation and failing mutual agreement, jurisdiction shall be granted to the courts in the town/city in which the registered head-office of the company operating the Hotel in question is located.

ARTICLE 9 - CONTRACTUAL CLAUSES AUTONOMY

If a clause is declared null or modified by a national court order or has to be modified following a EU decision, the Parties will do their best to adapt the contract fulfilment. All the other contractual dispositions are not concerned by the aforementioned nullity.

ARTICLE 10 - DATA PROTECTION

Constitutes a "data" for the purposes of this section, any information or set of information concerning an identified person or who can be identified, directly or indirectly, by reference to an identification number or to one or more elements of its own, and is used by the Parties.

The Parties undertake, for the duration of this contract, to comply with applicable regulations on the protection of data, in particular, the law 78-17 of 6 January 1978, called "data protection", regarding the collection, use, processing, storage, transmission, editing, deletion and / or disclosure of any data provided under this contract.

The Parties undertake to implement all the necessary technical and organisational measures to protect data against loss, misuse and unauthorised access, dissemination, alteration and destruction of nature and the level of these security measures must take into account the more or less sensitive data. The Parties undertake to use the data in all loyalty and for the sole purpose of the present subject matter hereof.

ARTICLE 11 - INSURANCE - DAMAGE - BREAKAGE - THEFT

The Participant must ensure the safekeeping of his/her goods and materials. The Participant will ensure the subscription of any insurance policy (property - liability) as it deems necessary. The Participant is especially invited to subscribe additional insurance in case of presence of large equipment or valuables, considering that Hotels shall not be liable for any damage or theft of such property.

The Participant is responsible for all damages caused by its intermediary and agrees, in case of damage to the premises, to bear the costs of rehabilitation of the said premises. Hotels shall not be held liable for damages of any nature whatsoever, in particular fire or theft, which attain objects or materials belonging to the Participants.

Hotels belonging to chains generally benefit from group insurance policies. Independent Hotels, Hotels managed and franchised are covered by insurance policies purchased by the owners of establishments.

ARTICLE 12 - CONFIDENTIAL INFORMATION

Each of the Parties commits to preserve the confidentiality of any information, whatsoever its nature, obtained during the execution of this agreement. They will take all necessary measures, including those relating to their employees to ensure the confidentiality of documents and information transmitted in connection with this Agreement and shall refrain from disclosing to a third party without the prior written consent of the other Party.

This requirement does not apply to information disclosed pursuant to a lawful order from a competent judicial, administrative or government. Confidentiality on information is required for the duration of the Contract, and for three (3) year after the termination of Contractual relations, in case of termination or expiration of this Contract.

ARTICLE 13 – ASSIGNMENT

This contract cannot, under any circumstances, be assigned by the Parties, either free of charge or in return for payment, without prior, written consent from the other Party.

ARTICLE 14 – NON-WAIVER

The fact that one of the Parties does not invoke a failure by the other Party to fulfil any one of the obligations to which reference is made in this contract cannot subsequently be interpreted as a waiver of the obligation in question.