

## RESERVATION SPECIAL TERMS AND CONDITIONS for the 62<sup>nd</sup> Annual SSC Meeting of the ISTH.

The rates listed have been negotiated by **c'accommodation** for the 62<sup>nd</sup> Annual SSC Meeting of the ISTH to be held at Le Corum May 25-28, 2016 in Montpellier, France.

Individual reservations shall be subject to the present Reservation Special Terms and Conditions, hereinafter referred to as the Special Terms and the [http://www.accommodationbooking.eu/wipresa/congres\\_isth](http://www.accommodationbooking.eu/wipresa/congres_isth) Internet site's Usage General Terms and Conditions hereinafter referred to as the General Terms.

### 1. RESERVATION AND ADVANCE PAYMENT MODALITIES:

All Delegate requests for reservations shall be for a maximum of 8 (*eight*) rooms per night and per hotel and must be submitted within the timeframes indicated in these terms and conditions.

In order to guarantee the preferential rates displayed on the site, reservations have to be made through c'accommodation on the dedicated Internet site. No reservation requests will be accepted by telephone, written correspondence, or in any other form unless specifically stipulated on the reservation site. Rooms will be allocated as requests are processed and based on availability. The displayed rates shall be subject to modification based on changes in applicable taxes which are the Delegate's responsibility.

Reservation requests should be made and settled on line before the **24<sup>th</sup> April 2016**. After this date, all reservation requests will still be processed by c'accommodation but will be based on hotel availability.

A reservation request accompanied by its accepted payment shall be deemed a firm order.

#### Full pre-payment for individuals:

At the time of the reservation: a 100% deposit is requested for the individuals' reservations.

Settlement shall be performed directly on the Internet site, at the time the reservation request is submitted. Upon reception of the settlement, c'accommodation shall confirm the reservation details to the delegate and submit the payment to the hotel.

All payments must be in Euros on the Internet site. No other currency is accepted.

Any bank fees shall be the Delegate's responsibility.

Payments through c'accommodation shall be made securely through the platform CIC.

### 2. CANCELLATION TERMS FOR INDIVIDUAL RESERVATIONS

Any cancellation, in whole or in part, of the order, i.e. any request to reduce the number of nights reserved in the initial order must be notified in written by the Delegate to c'accommodation (by letter or e-mail) and shall be ipso jure subject to the following penalties, given that the notification date used to apply the cancellation terms shall be the date the Delegate's cancellation request is received by c'accommodation:

For any cancellation signified to c'accommodation **before 20<sup>th</sup> April 2016**: the nights cancelled shall be fully reimbursed by c'accommodation. It is hereby specified that all reimbursements shall be made within the month of the cancellation.

For any cancellation signified to c'accommodation **after 20<sup>th</sup> April 2016**: c'accommodation shall definitively retain the deposits paid.

Should the arrival at the hotel be delayed, the nights missed shall not be transposed to the following nights and shall not be reimbursed under any circumstances.

## USAGE GENERAL TERMS AND CONDITIONS

**“Individual Reservations”** shall be understood as any reservation for a maximum of 8 rooms per night and per hotel.

**“Delegate”** shall be understood as the natural or legal person submitting the reservation request on [http://www.accommodationbooking.eu/wipresa/congres\\_isth](http://www.accommodationbooking.eu/wipresa/congres_isth)

**“Services”** shall be understood as the services provided by c'accommodation under the framework of the Contract and detailed in the Special Terms.

**“Site”** shall be understood as the website for nights reservation by the Delegate.

**“Event”** shall be understood as the event (conference, trade show, exhibition, etc.) for which the room reservation has been made.

**“Nights”** shall be understood as the number of rooms reserved multiplied by the number of nights.

**“Room”** shall be understood as any type of room (for example: single, double, triple, twin, suite, apartment, studio, etc.).

### 1. Scope

The present General Terms shall be applicable to individual hotel reservations made on the Site.

### 2. Capacity for Making Reservations on the Site

The Site's purpose is to assist the Delegate in searching hotel offers and making the appropriate reservations. The Delegate must be at least 18 years of age, legally capable of signing contracts

and using the Site in accordance with these presents.

Except in cases of fraud, for which the Delegate must provide proof, the Delegate shall be financially responsible for his actions on the Site. The Delegate shall guarantee the truth and accuracy of the information he provides to the Site. Fraudulent use of the Site, or in violation of these presents, shall be sufficient reason to refuse the Delegate, at any time, access to services provided by c'accommodation.

### 3. Reservation Procedure

Service reservations are reserved solely for those Delegates who have previously become familiar with the present General Terms and the Special Terms in their entirety and have indicated their acceptance by checking the box or clicking the hypertext link provided for this purpose. Failing such acceptance, continuing the reservation process is technically impossible.

Consequently, finalizing the reservation process on the Site shall be deemed express acceptance by the Delegate of the present Special Terms and General Terms.

The Contract between c'accommodation and the Delegate shall be established upon payment on the Site.

A reservation confirmation shall be submitted to the Delegate by electronic mail. Any changes to the reservation shall be subject to a new confirmation.

### 4. Room Prices

The prices shall be established on the basis of currently applicable taxes and fees in the relevant country (VAT and tourist tax) unless otherwise indicated in the Special Terms. For invoicing by the hotel, any changes in taxes and fees as well as the creation or elimination of any taxes or fees,

applicable as of the day of service, shall be taken into account. The rates indicated on the Site shall be per room per night. Breakfast may be included in the price, but not necessarily. Any breakfast ordered at the time of reservation shall be automatically invoiced and may not be reimbursed if not consumed.

Extras (bar, laundry, room service, telephone, etc.) shall not be handled or covered by c'accommodation and must be settled directly with the hotel.

Any modification of the reservation entails the invoicing by c'accommodation of the supplementary costs. The amount of these costs by reservation and by modification is specified in the particular conditions.

## 5. Hotel Categories and Information on the Establishments

The indicated comfort level attributed to the hotels included in the description available on the Internet Site corresponds to a rating established in reference to local standards in the host country and may therefore differ from French standards. It is provided for information only.

## 6. Right of Rescission

The delegate is hereby informed that, pursuant to Article L. 121-20-4 of the French Consumer Code, the Services offered by c'accommodation shall not be subject to the Right of Rescission provided for under Articles L 121-20 and following of the French Consumer Code with regards to distance selling.

## 7. Proof

It is hereby expressly agreed that, except for an obvious error on behalf of c'accommodation for which the Delegate shall provide proof, the data retained in c'accommodation and / or the hotels' information system shall constitute probative evidence regarding the reservations made by the Delegate. The data on computer or electronic media shall constitute valid proof and as such shall be admissible under the same terms and with the same probative force as any document established, received, or retained in writing.

## 8. Responsibility

### 8.1 For Site Use

No guarantee shall be provided to the Delegate regarding:

- the absence of anomalies, errors, or bugs which may affect Site navigation or the implementation of any Site functionalities;
- or the possibility of correcting such anomalies, errors, or bugs;
- or the absence of Site interruptions or breakdowns;
- or the Site's compatibility with specific equipment or configurations.

Under no circumstances shall c'accommodation be held accountable for direct or indirect, and / or immaterial damages, whether foreseeable or not (including the loss of profits or opportunity....) resulting from supplying and / or using, or the total or partial impossibility of using any Site functionality.

The hypertext links present on the Site provide for connecting the Delegate to other Internet sites with the sole purpose of facilitating the Delegate's research.

In any case, the Delegate hereby acknowledges familiarity with the characteristics and limits of the Internet, in particular its technical performance, response times for viewing, querying, or transferring data, and the risks related to communications security.

### 8.2 For the Services

As c'accommodation is acting as an intermediary for the hotel services, it shall only be responsible for this intermediary activity and shall not be held liable for any incorrect execution or failure to execute the hotel service.

Nevertheless, with regards to its intermediary liability, c'accommodation may be exonerated in whole or in part from its responsibility if it provides proof that the failure to execute or incorrect execution is attributable to the Delegate, or the unforeseeable and insurmountable acts of a third-party to the Services, or to a case of Force Majeure.

## 9. Registration, Insurance, and Financial Guarantee

### 9.1 c'accommodation Insurance

c'accommodation is registered upon the Travel and Tourism Operator Register in France under number IM075110093.

In accordance with Article L211-18 b) of the French Tourism Code, c'accommodation has taken out a professional civil liability insurance policy covering it with regards to its activities, i.e. hotel reservations, selling accommodations and hotel stays, particularly for conferences and seminars.

In accordance with Article L211-18 a) of the French Tourism Code, c'accommodation has a financial guarantee with CIC, 22 rue Duplex, Le Vendome, 76600 Le Havre for its travel agency activities.

### **9.2 Delegate Insurance**

No insurance is included in the prices offered. Therefore, it is recommended that Delegates take out an insurance policy covering the consequences of certain cases of cancellation.

### **10. Event Cancellation**

c'accommodation shall not be held liable if the Event for which the rooms have been reserved is canceled, for any reason whatsoever. In this case, and if the cancellation is communicated by the Delegate, the contractually provided cancellation terms shall be applied.

### **11. Force Majeure**

The obligations contained in these presents shall not be applicable or shall be suspended if their execution becomes impossible due to a case of force majeure or a fortuitous event.

Shall be deemed case of force majeure any unpredictable, irresistible and outside event of one of the Parties, preventing it from performing partially or totally its obligations arising from this agreement.

If case a force majeure arises or persists within a 30 days period preceding the first day of the overnight stays and at the end of this period it is still in effect, than each party may, if no agreement is reached, terminate the Agreement by certified letter without any compensation of any kind whatsoever being due.

Should such an event last or occur within 30 days prior to first reserved night, the Contract may be terminated by the first requesting Party, without giving rise to damages for either Party. Such termination shall take effect upon presentation of the registered letter; return receipt requested

denouncing said Contract. c'accommodation will keep the deposits already paid by the Delegate.

### **12. Intellectual Property**

The Site, its content, and all component elements, are creations for which c'accommodation holds all intellectual property rights and / or usage rights, particularly with regards to author's rights, database rights, trademarks, drawings, and models.

The Site, as well as the software, databases, texts, information, analyses, images, photographs, graphics, logos, sounds, and all other data contained on the Site shall remain the exclusive property of c'accommodation.

The Delegate is hereby granted a non-exclusive, non-transferable right to use in a private setting the Site and the data contained on the Site. The right so granted shall consist of (i) a right to online consultation of the data and information contained on the Site and (ii) a right to reproduce, in the form of a printout and / or backup, the data and information consulted. Said usage right shall be understood as solely for strictly private use.

Any other use of the Site, particularly commercial, on behalf of the delegate is strictly prohibited. In particular, the

Delegate shall refrain from, non-exhaustively: reproducing and / or representing for a purpose other than private, selling, distributing, publishing, translating, adapting, diffusing, and communicating, in whole or in part, in any form whatsoever, any element, information, or data from the Site.

Moreover, the Delegate shall refrain from introducing, by any means whatsoever, data which may modify or damage the Site's content or presentation.

Any hypertext link to the Site, regardless of link type, must be subject to prior authorization by c'accommodation, acting in the name and on behalf of the relevant rights holder, in paper or electronic format.

### 13. Data Protection

The information communicated by the User on the Site shall be used for processing and making reservations.

In accordance with Article 32 of the French Personal Data Protection law dated January 6<sup>th</sup>, 1978 modified by law 2004-801 dated August 6<sup>th</sup>, 2004, the information required for processing and making reservations shall be indicated by an asterisk on Site pages.

The other requests for information with an optional response or information regarding the Delegate's interest in offers that may be sent to him are designed to understand the Delegate better and improve the services provided.

c'accommodation may communicate to the Delegate by any means (electronic or paper) information providing for better understanding and better using their respective sites, proposing promotional offers disseminated on its sites and offers from Partners, in strict compliance with the provisions of the Personal Data Protection law as amended, subject to the Delegate's prior consent or opposition.

Moreover, c'accommodation may submit information regarding the Delegate's reservation to its insurer. Such transmission allows c'accommodation to combat bank card fraud.

Should outstanding debts occur due to the fraudulent use of a bankcard, the contact information related to the Delegate's reservation originating such outstanding debt shall be inscribed upon a payment incident register established by the insurer and under its responsibility.

In accordance with law no. 78 dated January 6<sup>th</sup>, 1978 modified by law 2004-801 dated August 6<sup>th</sup>, 2004, the Delegate shall have, at all times, the right to access, change, correct, and remove any of its personal data (Art. 39 and following of the "Personal Data Protection" law). To exercise these rights, the Delegate may contact c'accommodation

by writing to the webmaster at the following address: c'accommodation, 13-15 rue de Nancy 75010 Paris.

### 14. Information and Claims

Any request for information, specifications, or regarding claims regarding the services of c'accommodation shall be communicated to the following address, within 30 days after the stay:

Colloquium - c'accommodation

13-15 rue de Nancy

75010 Paris

+33 (0)1 70 36 04 44

No claim shall be processed after this deadline.

### 15. Modifications to the General Terms & Conditions

c'accommodation reserves the right to change, modify, add, or delete parts of the present General Terms at any time, given that such modifications shall not apply to Services performed previously.

It is imperative that the Delegate become familiar with and accept the Special Terms and General Terms when making the reservation, particularly in order to check the applicable provisions.

### 16. Contractual Breach

Each Party may terminate the present Contract ipso jure if the other Party does not fulfill any of its obligations as stipulated in these presents, failing remedy by the defaulting Party within 8 days of receiving notification from the other Party.

### 17. Applicable law

c'accommodation hereby elects domicile at its registered office and the Delegate at his domicile (or registered office for a legal person).

The present contractual relationship shall be governed by French law; in the event of litigation, the courts of Paris shall have sole jurisdiction.

### 18. Interpretation

Any issues regarding the interpretation of the present Contract in another language shall be resolved in reference to the contractual meaning of the French version.