GENERAL TERMS AND CONDITIONS FOR HOTEL

Definitions
K.I.T. Group GmbH (hereafter referred to as “K.I.T. Group”) is the organiser of the 26th Annual Congress of the European Society of Intensive Care Medicine (ESICM), 5-9 October 2013 in Paris, France and is responsible for hotel accommodation.

These Terms and Conditions are valid for each participant registered for the 26th Annual Congress of the European Society of Intensive Care Medicine (ESICM), 5-9 October 2013 in Paris, France (hereafter referred to as the “Congress”). Any person, delegate, young physician, nurse/physiotherapist, allied healthcare professional, media representative, faculty or exhibitor is considered a participant.

Reservation
Hotel accommodation is subject to availability and will be allocated on a first come, first served basis.

All rates indicated are per room and night in EURO (€) and include French VAT, City Tax and breakfast.

Telephone reservations will not be accepted. All reservations must be made using the official booking form and submitted with full credit card details, without which the booking cannot be processed.

Should the selected hotels be sold out, K.I.T. Group reserves the right to book a hotel in a similar category and price range. Should you plan to arrive at your hotel after 18.00 please inform K.I.T. Group accordingly.

Please contact K.I.T. Group at hotel@esicm-congress.org for bookings of 10 rooms or more, as they will be handled separately.

Payment
Upon receipt of the hotel booking form together with the full credit card details, K.I.T. Group will immediately charge a deposit of 35 EUR. The remaining amount due for the entire accommodation costs will be charged on 1 July 2013 and K.I.T. Group will send out an accommodation invoice.

Should K.I.T. Group not be able to debit the provided credit card on 1 July 2013, the hotel reservation will be cancelled in accordance with the cancellation conditions.

Confirmation and Invoice
Confirmation of the hotel booking will be sent out upon receipt of the housing request and full credit card details. Invoices will not be issued before 1 July 2013.
Changes and Cancellations
All changes and cancellations must be sent in writing (fax, letter or email) to K.I.T. Group.
Please note that hotels will not accept any changes or cancellations directly.
K.I.T. Group will retain the deposit of 35 EUR for cancellations received by 14 June 2013. For cancellations received between 14 June 2013 and 25 June 2013, one full nights accommodation cost will be charged by K.I.T. Group. For cancellations received after 25 June 2013, no refunds will be possible. After this date, the full value of the reservation indicated on the hotel reservation form will be charged. There are no exceptions. For a reduction in the length of stay or in the case of a no-show, no refunds will be made. The entire number of nights booked on the hotel booking form and confirmed by K.I.T. Group will be charged.
No-shows will be released at 9.00 the following day, and the accommodation will not be refunded.

Cancellation of the Conference
In the event that the conference cannot be held or is postponed due to events beyond the control of K.I.T. Group (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the conference organizers, the conference organizers cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Data Protection and Sharing of Contact Details
The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal data is executed within the guidelines of the effective data protection regulations.
K.I.T. Group will collect and store all data for the preparation and execution of the 26th ESICM Annual Congress.

When you request hotel accommodation you will be asked to complete the online form providing: your name, address, email address and telephone number. The above collected information is required to process, book and complete your booking (including the sending of a confirmation email of the booking to you).

For the payment of your bookings, your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected.

All data will be saved and processed.

In order to protect and safeguard the personal data provided to us, we have implemented and use appropriate business systems and procedures. For example, your credit card information is transmitted to us through a secure server protocol, which encrypts all your personal and credit card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology. Our TLS certificate has been issued by utn.usertrust.com.

Furthermore, we have implemented and use security procedures and technical and physical restrictions for accessing and using personal information. Only authorized employees are permitted to access personal information for performing their duties in respect of our services. Our server and network are protected by firewalls against unauthorized access and we have intrusion detection systems that monitor and detect unauthorized attempts to access or misuse of our servers.
Your credit card details will be kept by K.I.T. Group for up to three months after the end of the conference.

In addition, the conference organizers periodically share contact details of attendees with third parties that may use these details to contact attendees regarding activities at the conference or other communications which may be of interest. Therefore data might be passed on to third parties unless otherwise explicitly indicated by the attendee. Your complete contact details will only be forwarded if:
• your explicit consent is given, or
• a third party has proven to the conference organizers that you have violated the rights of this third party and has thus demanded the disclosure of your data, or
• the conference organizers are obliged to give out your data due to, for example, a court order or an official order.

Liability
K.I.T. Group shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the conference organizers - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organizers.

Fulfilment and Jurisdiction
This contract is subject to the law of Berlin, Germany. The terms of this contract shall be fulfilled in Paris, France and in the event of any legal claims arising from either party; Berlin, Germany shall be the sole court of jurisdiction.

Severability Clause
If there is a determination of these Terms and Conditions to be ineffective or impracticable, then the validity of the Terms and Conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.