

# GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

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## Rental and related services

### 1. Foreword and background

The "INSTITUT DE RECHERCHE CONTRE LES CANCERS DE L'APPAREIL DIGESTIF" (RESEARCH INSTITUTE AGAINST DIGESTIVE CANCER, hereinafter "IRCAD") offers its customers the opportunity to book its meeting rooms, conference rooms, auditoriums or lobbies, for the organization of private or professional events, in particular meetings, training sessions, recruitment campaigns, seminars, workshops, conferences, press conferences, etc., including or not catering services (hereinafter an "Event"), on its websites [www.ircad.fr](http://www.ircad.fr) and [www.les-haras-biocluster.com](http://www.les-haras-biocluster.com) (hereinafter the "Site"), via email to [event@ircad.fr](mailto:event@ircad.fr).

These IRCAD General Terms and Conditions of Sale (hereinafter the "GTCS") define the rights and obligations of third parties in the context of booking an Event.

Any booking or reservation made by accepting and signing a quotation implies the Customer's unreserved acceptance of the GTCS.

The Customer acknowledges and declares that he/she has obtained from IRCAD all the information required on the Site and that he/she has full legal capacity to undertake commitments under the GTCS.

The Customer has the option of saving and editing the GTCS from the Site using the standard functions of his/her browser or computer, or of requesting a hard copy on arrival.

### 2. Definitions

The following terms shall have the following meanings:

**"Booking confirmation"**

Email sent by IRCAD to the Customer confirming receipt of the quotation accepted and signed by the Customer and receipt of the thirty percent (30%) deposit.

**"Customer"**

Natural or legal person acting for personal or professional needs.

**"Consumer"**

Any individual who acts for purposes outside his or her trade, business, craft or profession.

**"Email"**

Any message, in the form of text, voice, sound or image, sent over a public communications network, stored on a network server or in the recipient's terminal equipment, until retrieved by the recipient.

**"Booking request"**

Booking request made by the Customer via any means.

**"Quotation"**

Quotation established by IRCAD on the basis of the services specified by the Customer in the Booking Request.

**"Site"**

Email service provided by IRCAD on the Internet and accessible at the following email addresses:

<https://resa.ircad.fr/formPage/?section=1>, [www.ircad.fr](http://www.ircad.fr) et [www.les-haras-biocluster.com](http://www.les-haras-biocluster.com).

### **3. Nature of the event**

The nature of the Event will be in accordance with the one established in the booking requests and confirmations. Events of a political, religious or militant nature are excluded, as are all events likely to provoke controversy or public unrest.

The number of people indicated for each room must not be exceeded for safety reasons, which the Customer acknowledges and accepts.

### **4. Nature of services and financial terms**

The details and prices of services provided are those established in the quotation duly accepted and signed by the Customer. Rental includes the space required and the furniture installed according to the configuration requested by the customer.

Rental is subject to additional or optional services added by IRCAD at the customer's request. Each service is added to the quotation and is clearly priced on the corresponding line.

Additional services (various drinks, breakfast break, gourmet break with fruit basket, buffet cocktail, sandwich tray, meal tray, lunch or dinner package, photocall, any other complementary services) will be specified and priced in the quotation.

For every 50 people, an additional hostess is compulsory and will be mentioned on the quotation.

No beverage or catering services can be organized by the customer with external service providers. Any catering services can only be booked with IRCAD, which will use its own service providers.

### **5. Event duration and schedule**

The duration of the Event shall be in accordance with the time schedule specified in the quotation. The rented space must be taken possession of and vacated within the agreed time slot. A supplement will be charged for any unforeseen overrun. Overruns are subject to availability.

### **6. Equipment storage**

If materials are placed on site before or after the rental period, they remain the responsibility of the customer. Deliveries taking place before the Event are subject to prior agreement fixing the nature, packaging and weight of the equipment, as well as the schedules (deliveries accepted from 8 a.m. to 12 p.m. and from 2 p.m. to 5 p.m. on working days). The return of the Customer's equipment must be made immediately after the Event or, failing that, must be packaged and marked with a return label affixed and prepared by the customer.

### **7. Pricing - Payment**

- a. All services are payable in euros, all taxes included.
- b. Prices include VAT applicable on the date of the order, and any change in the VAT rate will be automatically reflected in the prices indicated on the date of invoicing.
- c. Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices indicated on the date of invoicing.
- d. A deposit of 30% of the total cost of the services ordered is payable on acceptance of the quotation.
- e. The balance of the services, less the 30% deposit, is due upon receipt of invoice by bank transfer.
- f. No discount will be granted for early payment.
- g. In the event of delayed payment, late-payment penalties are due on the day following the payment due date. The interest rate for such penalties is equal to three times the legal interest rate. A fixed indemnity for collection costs of 40 euros will also be applied in accordance with article D. 441-5 of the French Commercial Code. Where the collection costs incurred exceed the amount of this fixed indemnity, additional compensation may be claimed on justification.

## 8. Reservation confirmation - Deposit

A booking will be considered firm and final upon return of the quotation, dated, signed and marked "Bon pour accord" (namely "Agreed upon") with the contact details of the persons entitled to make decisions and those in charge of following up the booking process.

A booking confirmation will then be sent to the customer by email.

The Customer acknowledges having understood the nature, destination and booking terms of the services available on the Site and having requested and obtained the necessary and/or additional information to complete the booking in full knowledge of the facts.

The Customer confirms the truthfulness and accuracy of the information provided.

IRCAD reserves the right to refuse a booking from an indelicate or "at-risk" Customer (e.g., no-show already noted, non-payment, etc.) or to ask the Customer to pay the full price of the services at the time of the reservation.

## 9. Cancellation or modification made by the customer

- a. In compliance with article L. 121-21-8 12° of the French Consumer Code, the Customer does not have the right of withdrawal provided for in article L. 121-21 of the French Consumer Code.
- b. All booking cancellations must be made in writing (email, letter, registered letter with acknowledgment of receipt) and in accordance with the following terms and conditions:

Cancellation period	Cancellation fees
30 days prior to the Event date	Cancellation is free of charge; the 30% deposit is returned in full
Between 29 and 15 days before the date of the Event	Service invoiced at 30% of the estimate quotation
Between 14 and 7 days before the date of the Event	Service invoiced at 70% of the estimate quotation
Less than 7 days before the date of the Event	Invoicing of 100% of the estimate quotation

"No shows" (services ordered but not canceled) will be invoiced to the customer at 100% of the estimate quotation.

- c. For catering services, the number of participants may be modified up to seven (7) days prior to the date of the Event. After this deadline, canceled participants will be invoiced in full, and the addition of participants cannot be guaranteed.

## 10. Cancellation by IRCAD

In the event of cancellation of a booking by IRCAD, for whatever reason, compensation will be strictly limited to the reimbursement of deposits paid.

## 11. Room return

The room must be returned in an appropriate state for use. In the event of disproportionate soiling, IRCAD reserves the right to invoice cleaning costs. In the event of damage caused by the customer to the premises, the equipment or even the common access areas to the premises, repairs will be assessed by a report and will be followed by compensation by the customer, without delaying recourse to insurance.

## 12. Prices

IRCAD reserves the right to modify its prices without prior notice, as soon as the quotation expires. However, prices appearing on accepted and signed quotations are not modifiable.

### **13. Disputes**

The courts of Strasbourg shall have sole jurisdiction over any dispute relating to these services.

### **14. General terms and conditions**

- a. All bookings are nominative and may under no circumstances be transferred to a third party, whether free of charge or in return for payment.
- b. Pets are not allowed.
- c. The customer accepts and undertakes to behave in a manner consistent with public morality and order. Should this not be the case, IRCAD may ask the Customer to leave the facility without compensation or reimbursement. The Customer must pay the full price of the services ordered.
- d. The general ban on smoking in hotels and restaurants has been enforced in France in all public places since January 2, 2008, and therefore applies to IRCAD and in general to all such facilities.
- e. Customers are not allowed to bring their own food and drink. If the customer wishes to take any uneaten food away with him/her after the meal, he/she undertakes to comply with the laws and regulations applicable to food and beverages, their transport, hygiene and hygiene standards, and in general with all regulations applicable to the catering industry, so that IRCAD can be neither concerned nor held liable.
- f. By accepting the offer and signing the quotation, the customer certifies that he/she is in possession of civil liability insurance covering the organization of his/her Event.

### **15. Liability**

- a. The photographs displayed on Site/Brochures/Boards are not contractually binding. Although every effort is made to ensure that the photographs, graphic representations and texts reproduced to represent IRCAD give as accurate an idea as possible of the services offered, variations may occur, particularly due to changes in furniture or possible renovations.
- b. Hypertext links may lead to sites other than the IRCAD Site, which accepts no responsibility for the content of these sites or the services offered.
- c. Any booking or payment that is irregular, inoperative, incomplete or fraudulent for any reason attributable to the Customer will result in the cancellation of the booking at the Customer's expense, without prejudice to any civil or criminal action against the Customer.
- d. The person in charge of the organization of the Event undertakes on his or her own behalf and on behalf of all accompanying persons to regulate his or her participants in the event of excessive consumption of alcoholic beverages. IRCAD cannot be held responsible in this respect.

### **16. Privacy policy**

- a. The Customer is informed, on each of the online forms for the collection of personal data, of the compulsory or optional nature of the answers by the presence of an asterisk symbol. Optional requests for information are intended to help IRCAD to get to know customers better and improve the services offered.
- b. In the absence of information identified as mandatory, IRCAD may not be able to register a booking and manage the customer's complaints.
- c. The information processed is intended for IRCAD, its partners and service providers, to whom the Customer authorizes the communication of his/her personal data.
- d. In the context of precontractual measures with a view to booking or executing the booking contract, they may, each insofar as they are concerned, receive identity data, personal and professional data, economic and financial information, most particularly for the purposes of booking and managing complaints, but for exclusively non-commercial purposes, of which the Customer declares that he/she is aware and accepts.
- e. The Customer has the right to access, modify, rectify and delete data concerning him/her. To exercise this right, please contact IRCAD at the postal and email addresses provided at the top of these General Terms and Conditions.
- f. The processing of personal data has been declared to the "Commission nationale de l'informatique et des libertés" (CNIL, National Commission for Information Technology and Civil Liberties).
- g. The customer is responsible for recovering and processing the image rights of participants in the case of services requiring them.

### **17. Proof agreement**

- a. The entry or submission of the required banking information, together with acceptance of these general terms and conditions and the booking voucher or request, constitutes an electronic signature which has the same value as a handwritten signature between parties involved.
- b. Computerized registers stored in the IRCAD's computer systems will be kept in reasonable conditions of security and will be considered as proof of communications, orders and payments between parties involved.
- c. Customers are informed that their IP address is recorded at the time of booking.

## 18. Force majeure

- a. Force majeure refers to any event beyond the control of the parties, that is both unforeseeable and insurmountable, preventing IRCAD from fulfilling all or part of its obligations under the contract (e.g., fire, water damage, pandemic, endemic, etc.).
- b. IRCAD may not be held liable to the Customer in the event of non-performance of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends IRCAD's performance of its obligations, and that each party shall bear the costs arising therefrom.

## 19. Dispute resolution - Competent court

- a. The Customer is informed by IRCAD of the possibility of resorting to a conventional mediation procedure or any other alternative method of settling disputes, in the event of a disagreement relating to the present general terms and conditions. In the event of a dispute relating to the present general terms and conditions.
- b. Complaints relating to the non-performance or poor performance of hotel services must, under penalty of foreclosure, be brought to the attention of IRCAD in writing within eight days of the date of the services directly to the IRCAD via its organizing contact or at [event@ircad.fr](mailto:event@ircad.fr).
- c. In the event of persisting dispute, exclusive jurisdiction is given to the courts within the jurisdiction of the "Tribunal de grande instance de Strasbourg" (Strasbourg High Court), including in summary proceedings.

## 20. Applicable law - Jurisdiction

These General Terms and Conditions of Sale (GTCS) are governed by French law. Only the French version of these General Terms and Conditions shall be deemed authentic.

## 21. Integrity

- a. The present GTCS and the booking form or request express the integrity of the obligations of the parties.
- b. No general or specific conditions communicated by the Customer may be incorporated into these General Terms and Conditions of Sale.
- c. The documents forming the contractual commitments between the parties are, in decreasing order of priority, the quotation and these GTCS.
- d. In the event of any contradiction between the quotation and the GTCS, the provisions prevailing in the quotation shall be the only ones applicable to the obligation in question.

## 22. Evolution/modification of the General Terms and Conditions of Sale

IRCAD may amend and/or supplement these general terms and conditions of sale at any time. In this case, the new version of the general terms and conditions of sale will be posted online by IRCAD. As soon as it is posted on the Site, the new version of the GTCS will automatically apply to all Customers.

## 23. General information



**Site** <https://www.ircad.fr>  
**Phone** +33 3 88 11 90 00  
**Email** [event@ircad.fr](mailto:event@ircad.fr)



**Site** <https://www.les-haras-biocluster.com>  
**Phone** +33 3 88 11 90 02  
**Email** [event@ircad.fr](mailto:event@ircad.fr)

- New Civil Hospital parking lot
- Saint Nicolas parking lot
- Petite France historic center parking lot
- Parking Gutenberg parking lot

*open until 10 p.m.  
rue de la porte de l'hôpital  
rue de Molsheim  
place Gutenberg*



### Plan de localisation

#### France



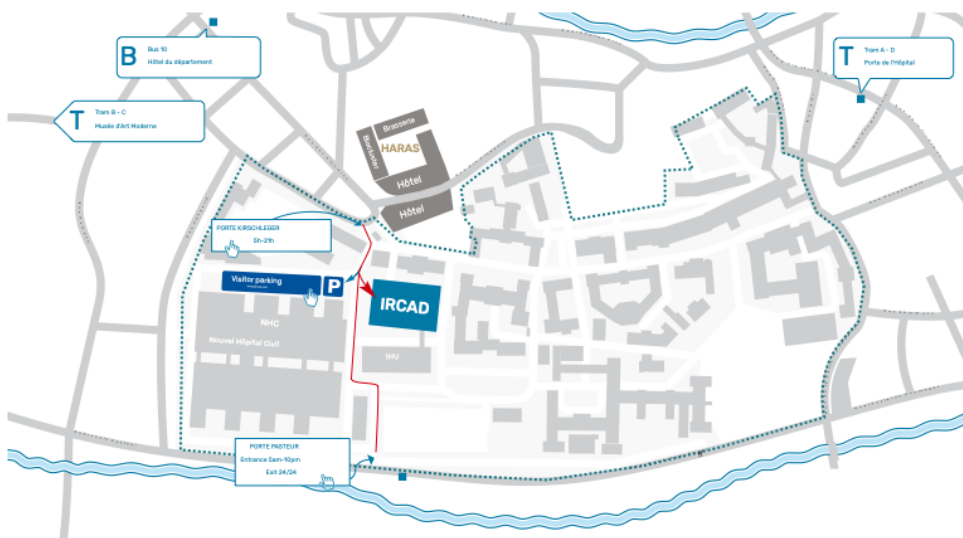
#### Alsace



#### Strasbourg



### Hôpital Civil



1, place de l'Hôpital, Hôpitaux Universitaires, 67091 Strasbourg Cedex, FRANCE  
Tel : +33 (0)388 119 000  
[www.ircad.fr](http://www.ircad.fr)