



# 76th International Council Meeting Constanța

## *Terms & Conditions*

### 1. DEFINITION

- 1.1 These Terms & Conditions apply to every person registering as a Participant for the 76th International Council Meeting, to be held in Constanța, Romania between the 20th and the 27th of October (hereafter referred to as “ICM ”), organised by ELSA Bucharest through the Organising Committee (hereafter referred to as “**the OC**”);
- 1.2 All references to a date or a deadline, mentioned in these terms refer to the Central European Time Zone (CET).

### 2. PAYMENT

- 2.1 Payments should be made in advance and in EUR only, by bank transfer by the date specified in the invoice;
- 2.2 All Transfer Costs shall be covered by the participant;
- 2.3 An **8 EUR** conversion fee per participant will be applicable in order to cover the charges of the bank for converting EUR into the Romanian Currency(RO).

### 3. MODIFIES, CANCELLATION AND REFUND POLICY

- 3.1 All modifies shall be sent to the Organising Committee until the 8th of September. After that, the Participants will not be able to modify any option they chose or wrong detail they provided;
- 3.2 Notice of cancellation (e.g. In case of sickness, lack of funding or any other personal reasons) must be made in writing by email to [icm.constantina@ro.elsa.org](mailto:icm.constantina@ro.elsa.org) . The notify must include all relevant information regarding the bank account to which a possible refund may be remitted. The cancellation will not be effective until a written acknowledgement from the OC is received;
- 3.3 Registration fees may be refunded as follows:
- Written cancellation received:
- **Before the 8th of September:** Full refund minus the Bank Transfer costs;
  - **Between the 8th and the 20th of September:** 50% refund minus the Bank Transfer costs;



- **Between the 20th of September and 1st of October:** 25% refund minus the Bank Transfer costs;
  - **After the 1st of October:** No refund;
- 3.4 The date of the email receipt will be the basis for considering refunds.

#### **4. DEPOSIT**

- 4.1 A **50 EUR** security deposit will be perceived for each Participant, at the arrival at the hotel;
- 4.2 The OC has the right to deduct an amount from the participant's security deposit (50€) to make up for the loss incurred and due by the participant. Every participant will be advised before such right is exercised. If the loss incurred exceeds the security deposit, the OC reserves the right and will take legal action for the recuperation of the exceeding amount;
- 4.3 In case there are no damages, the participant will receive the deposit after the final inspection of his/her room;
- 4.4 The persons listed to occupy a specific room in the official room allocation shall be held jointly and severally liable for any damage to Hotel property in the room. Any expenses will be deducted by the OC from the deposits of all the occupants of the room together.

#### **5. OUR RIGHTS TO END THE CONTRACT**

- 5.1 **Non payment of fees.** In case the participant/the delegation does not pay the fees by the time specified in the invoice, the OC has the right to cancel the application;
- 5.2 Disciplinary reasons;
- 5.3 The participant agrees to abide by the conduct policy that the OC introduces during the ICM. If he/her is found in breach of this policy it is in the reasonable discretion of the OC, who is to consider fairly the seriousness of the misconduct, to give him/her a written warning or expel him/her from the event without any right to any refund.
- 5.4 If the participant is found in possession or using illicit drugs, as defined by the law of Romania, during the ICM, he/her will be required to leave immediately without right to any refund and this information will be forwarded to the relevant authorities.



## **6. CANCELLATION OF THE EVENT**

- 6.1 In the unfortunate event that the ICM cannot be held or is postponed due to events beyond the control of the OC (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the OC, the OC cannot be held liable by participants for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, costs for additional orders, financial losses, etc.
- 6.2 Under these circumstances, the OC reserves the right to reimburse the participant after deducting costs already incurred for the organisation of the ICM and which could not be recovered from third parties.

## **7. LIABILITY**

- 7.1 The liability of the OC – for whatever legal reason – shall be limited to intent and gross negligence.
- 7.2 The participant shall take part in the ICM at his/her own risk. Verbal agreements shall not be binding if these have not been confirmed in writing by the OC.
- 7.3 Any damages brought to any of the goods used during the ICM( included but not limited to venues, hotel, rooms, vehicles used for transportation) will be covered by the participant that created the prejudice.
- 7.4 If the perpetrator of a specific loss incurred by ELSA Bucharest cannot be identified, all the occupants of a particular room, or in case of an activity organised outside the residence area, all the persons participating in the event, shall be jointly and severally liable to hold harmless and indemnify ELSA Bucharest for any such loss incurred.
- 7.5 The OC does not accept liability for loss or damage to the participant's personal property and belongings that is not caused by the OC.
- 7.6 The OC shall not be held liable for any loss connected to visa application or travel arrangements, and shall not provide a refund for the reason that visa was not granted to the participant. However, this section is subject to the obligation of the OC to act reasonably in providing the documentation to support the visa application.
- 7.7 Participants are requested to make their own arrangements for health and travel insurance.

## **8. FORCE MAJEURE**

- 8.1 The OC shall not be liable for any failure or delay in the performance, in whole or part, of any of its obligations arising from or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm,



pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

## **9. JURISDICTION**

9.1 All disputes arising out of or in connection with the present Terms & Conditions shall be finally settled under the laws of Romania by the courts of Romania.