

GENERAL TERMS AND CONDITIONS

Definitions

K.I.T. Group is the official housing agency of the ESMO Gastrointestinal Cancers Congress 2024 (ESMO GI 2024), to be held in Munich/ Germany, from 26-29 June 2024 at Messe Munich / ICM. The PCO leads the hotel accommodation and is hereinafter referred to as K.I.T. Group. ESMO is a Swiss-registered not-for-profit organisation (www.esmo.org).

General Terms and Conditions for Hotel Bookings Reservation (hereinafter "GTC")

These GTC regulate the conditions of the accommodation contract when a hotel room is booked through K.I.T. Group. In this respect, they become a binding contractual component of every room booking.

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

All rates listed are per room and night in Euro (EUR) and breakfast. The room rates are subject to special VAT rules for travel services, Art. 306 EC VAT Directive

Telephone reservations will not be accepted. All reservations must be made by 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 another hotel of a similar category and price range. The check-in and check-out times of the respective booked hotel partner apply. If the estimated time of arrival at the hotel is after 18:00, it is mandatory to inform K.I.T. Group.

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

Payment

K.I.T. Group will charge the full balance due for the entire stay at the time of room reservation. For credit card payments, a 2.5% handling fee will be automatically added to the accommodation amount due. This handling fee will not show on your accommodation invoice. A payment receipt will be sent to you upon request.

Confirmation and Invoice

Confirmation of the hotel booking and an accommodation invoice will be sent out upon receipt of the housing request full payment.

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.

- For cancellations received **before 15 February 2024**, the non-refundable deposit of **35,00 EUR** will be retained by K.I.T. Group.
- For cancellations received **between 15 February 2024 and 15 April 2024**, an amount **corresponding to one night of the accommodation cost** will be retained by K.I.T. Group.
- For cancellations received **after 15 April 2024**, **no refunds will be possible**. After this date, the full value of the reservation indicated on the hotel reservation form will be charged.

For a reduction in the length of stay or in 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 09.00 the following day, and the accommodation will not be refunded.

Cancellation of the Congress due to Force Majeure

In the event that the congress cannot be held or is postponed due to events beyond the control of the Organiser and K.I.T. Group (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Organiser and/or K.I.T. Group, neither the Organiser nor K.I.T. Group can be held liable by delegates for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Refund Policy

Payments already made to K.I.T. Group for can only be refunded under the mandatory condition that K.I.T. Group has received the full refund of all advance payments, deposits and/or other payments previously made in execution of this contract back from the hotel. Refunds will only be made after the final invoice has been issued.

Regulations of Hotel Partners

Delegates (Guests) are obliged to follow the applicable house rules and hygiene regulations from the hotel partner. In compliance with the applicable house rules and hygiene regulations, K.I.T. Group reserves the right to pass on the delegate's contact details to the booked hotel.

Data Protection

1. Processing of Personal Data

When delegates book their hotel accommodation they will be asked to complete the hotel booking form providing their full name, address, email address and telephone number. The collected information is required to process, book and complete their booking (including the sending of a confirmation email of the booking).

Should delegates choose to make the payment for their booking by credit card, the credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected.

The processing of personal data (such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction) is executed by K.I.T. Group according to the General Data Protection Regulation (2016/679, "GDPR") and the applicable national data protection regulation.

2. Sharing of Contact Details

During the preparation and execution of K.I.T. Group will process data for the purpose of delegate accommodation and related processing operations.

In addition, contact data collected in the course of the implementation of the accommodation contract may be shared with third parties (e.g. industrial companies) for information purposes regarding the activities of ESMO GI 2024, if one of the following conditions according to Art. 6 (1) lit. a-f GDPR is met:

- The delegates explicit consent is given, or
- processing is necessary for the performance of a contract to which the delegate is party of, or
- processing is necessary for compliance with a legal obligation to which the delegate of these GTC is subject, or
- processing is necessary in order to protect the vital interests of the delegate or of another natural person, or
- processing is necessary for the performance of a task carried out in the public interest, or
- processing is necessary for the purpose of the legitimate interests pursued by the user of the GTC or a third party, except where such interests are overridden by the delegate's interests or fundamental rights and freedom.

Further information on data protection can be found on our hotel booking form under "Imprint". In case of data protection inquiries please contact the data protection officer (DPO) of K.I.T. Group and its subsidiaries by email to security@kit-group.org.

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 K.I.T. Group - for whatever legal reason apart the liability for damages resulting from injury to life, body or health - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.

Fulfilment and Jurisdiction

These GTC shall be governed by Swiss law and shall be deemed to be an agreed part of the accommodation contract. The place of performance is Munich, Germany. The place of jurisdiction - insofar as permissibly agreed - is Munich, Germany.

Requirement of written form, severability clause and reservation of right of amendment

No oral agreements have been made. Amendments and/or additions to these GTC's must be made in writing in order to be effective. This also applies to the waiver of the written form requirement.

Should individual provisions of these GTC be and/or become invalid and/or unenforceable, the remaining provisions shall not be affected thereby. Instead, the parties undertake to replace the invalid and/or unenforceable provisions by legally valid and/or enforceable provisions which correspond economically to the invalid and/or unenforceable provisions. This also applies to any loopholes.

K.I.T. Group may make amendments and/or additions to these GTC at any time, subject to the written form requirement and inform the delegates of any such revisions from time to time. If the changes and/or amendments affect essential parts of the accommodation contract and if the rights of the delegates are significantly changed as a result, each delegate with an existing and paid hotel booking will be informed separately with the possibility of consent.

As of 22.10.2023

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