



77th International Council Meeting Malta Terms & Conditions

1. DISCLAIMER

By submitting the application each participant is agreeing to the Terms and Conditions as held hereunder.

2. DEFINITION

- 2.1 These Terms & Conditions apply to every person registering as a Participant for the 77th International Council Meeting to be held in Malta from the 15th till the 22nd of March 2020, (hereinafter referred to as “**ICM**”), organised by ELSA Malta forming the Organising Committee (hereinafter referred to as the “**OC**”);
- 2.2 Such Terms & Conditions also apply to any participant arriving or leaving before the official dates of the ICM.
- 2.3 All references made to a date or a deadline mentioned in these terms and conditions refer to the Central European Time Zone (**CET**).

3. PAYMENT

- 3.1 Payments should be made in advance by bank transfer not after the date specified on the invoice. The payment shall be made only in **EUR**;
- 3.2 If no payment is made by the stipulated date on the invoice via bank transfer, the booking will no longer be considered.
- 3.3 All transfer costs shall be covered by the participant;
- 3.4 The currency used in Malta is the Euro.

4. MODIFICATIONS, CANCELLATIONS AND REFUND POLICY

- 4.1 All modifications shall be sent to the Organising Committee until the **3rd of February**. After that, the Participants will not be able to modify any option chosen or wrong detail provided in their application;
- 4.2 The notice of cancellation, for any personal reasons, must be made in writing by email to icm@mt.elsa.org. The cancellation will not be effective until a written acknowledgement from the OC is received by email;
- 4.3 Registration Fees will **not** be refunded in the case of **any** cancellation due to the strict cancellation policy with the hotel where the ICM is being hosted, the **db San Antonio Hotel & Spa**.

5. DEPOSIT



- 5.1 Each participant shall pay a 50 EUR security deposit upon their arrival at the hotel;
- 5.2 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;
- 5.3 In case there are no damages, the participant will receive the deposit after the final inspection of his/her room at the end of the ICM;
- 5.4 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.

6. THE ORGANISING COMMITTEE'S RIGHT TO CLOSE THE CONTRACT

- 6.1 For the non-payment of fees by the stipulated time. In the case that a participant or delegation does not pay the fees by the time specified in the invoice, the OC has the right to cancel the application;
- 6.2 For disciplinary reasons;
- 6.3 If a participant is found to be in breach of the conduct 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.
- 6.4 If a participant is found in possession or using illicit drugs, as defined by the Laws of Malta during the ICM, they will be required to leave immediately without right to refund and this information will be forwarded to the relevant authorities.

7. CANCELLATION OF THE EVENT

- 7.1 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.
- 7.2 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.

8. CANCELLATION OF THE EVENT BY FORCE MAJEURE

- 8.1 The OC shall not be held 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 acts 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. THE LIABILITY OF THE OC

- 9.1 The liability of the OC – for whatever legal reason – shall be limited to intent and gross negligence.



- 9.2 The participant shall participate in the ICM at his/her own risk, therefore ELSA Malta or the Organising Committee and its members shall not be liable for any injury, loss or damage caused or suffered throughout the ICM. Verbal agreements shall not be binding if these have not been confirmed in writing by the OC.
- 9.3 Any damages brought to any of the goods used during the ICM will be covered by the participant who created the prejudice.
- 9.4 If the perpetrator of a specific loss incurred by ELSA Malta 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 indemnify ELSA Malta for any such loss incurred.
- 9.5 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.
- 9.6 The OC shall not be held liable for any loss incurred due to visa applications or travel arrangements and shall also not provide a refund for the reason that the 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.
- 9.7 Participants are requested to make their own arrangements for health and travel insurance. Thus, the OC will not be held liable for any damages or losses incurred in the case that this is prejudiced.

10. DATA PROTECTION

- 10.1 Please make reference to the privacy notice relating to the collection, processing and transfer of personal data which is found in a separate attachment.
- 10.2 By sending the application the participant is agreeing to what is stated in the privacy notice relating to the collection, processing and transfer of personal data which is found in a separate attachment and which is referred to in the previous point.

11. JURISDICTION

- 11.1 All disputes in virtue of such Terms & Conditions shall be settled under the Laws of Malta by the Courts of Malta

