TERMS OF SUPPLY FOR EDQM (COUNCIL OF EUROPE) EVENTS

1. GENERAL PROVISIONS

These terms of supply apply only to the events organised by the European Directorate for the Quality of Medicines & HealthCare (EDQM), Council of Europe, Strasbourg, France, herein referred to as the EDQM. These terms supersede those previously published and are valid up to and including 31 December 2015.

Herein, the 'registrant' means the person, company or organisation signing the registration form and attending the event. By registering for an event, the registrant agrees to be bound by, and accepts fully and without reservation, these terms and conditions, which alone apply to the finalised contract.

The data recorded by the EDQM constitutes proof of all contractual and financial transactions between the EDQM and its registrants.

2. REGISTRATION

a. Registration Forms

The information contained herein applies to registration forms received by post, fax, or e-mail via the EDQM HelpDesk and to those submitted via the EDQM Online Events Registration system. To register for an event, one registration form must be completed per person.

In submitting the registration form, the registrant certifies that the information provided is true and accurate. Persons signing the registration form shall be deemed to have authority to do so from the person, company or organisation on whose behalf they are acting or purporting to act. Once the registrant submits the registration form, he/she agrees to pay the registration fee. In addition, the registrant agrees to inform the EDQM immediately of any changes that take place after submission of the form.

All the information requested is necessary and used for the organisation of the event. If the registrant is subject to Value Added Tax (VAT) in the European Union, he/she agrees to fill in the field corresponding to Community VAT number. The EDQM does not process registration forms within which the registrant's details or the invoicing details contain a P.O. Box address. The EDQM is under no circumstances obliged to process or accept a registration form. The EDQM does not process incomplete registration forms, i.e. where all fields on the form have not been correctly completed.

b. Registration Confirmation

The EDQM provides the enrolled registrant with written acknowledgement of receipt of the registration form and with written confirmation that he/she has been registered for the event. If the registrant does not receive an acknowledgement of receipt within 7 working days after sending the form, he/she agrees to contact the EDQM. The registrant should wait for confirmation that he/she has been registered for the event before committing to travel and/or accommodation arrangements. The EDQM provides the registrant with further information about the event by post and/or e-mail.

The EDQM reserves the right not to enroll the registrant for the event, for example, this may happen in the case of unpaid invoices for EDQM products and/or services.

c. Availability/Waiting lists

Registration is on a first come, first served basis. Places are limited. If there is no availability, the registrant will be advised within 7 working days of receipt of the registration form and he/she will be put on a waiting list.

3. REGISTRATION FEES

a. Registration Fees

Fees vary for each event and according to the registration method used (i.e. paper format or the EDQM Online Events Registration system) and the statute of the registrant. The EDQM publishes the

registration fees on its website (www.edqm.eu) and/or in event marketing material in Euros. One fee is charged per registrant.

The registration fee includes the following:

- attendance at all sessions, full conference documentation including working documents and the conference proceedings;
- lunch(es), coffee breaks and refreshments served in the meeting room(s); it is the registrant's responsibility to inform the EDQM if he/she has any dietary or special access requirements; and
- attendance at reception(s) of the event that are mentioned in the programme.

The registration fee does NOT include the following:

- Overnight accommodation – the EDQM block books rooms at reduced rates in a number of hotels near the venue. It is the responsibility of the registrant to make the booking directly with his/her chosen hotel using the relevant hotel reservation form available from the EDQM's website. The EDQM does not guarantee reduced rates as they depend on availability. Therefore, the EDQM advises the registrant to book early;
- Travel – it is the registrant's responsibility to make his/her own way to the event's venue in adequate time;
- Visa – it is the registrant's responsibility to investigate visa requirements and to apply for a visa, if necessary. The EDQM provides upon request an official letter of invitation to facilitate the registrant's visa request;
- Insurance of any kind – the registrant is encouraged to arrange his/her own insurance to cover loss caused by unforeseen delay, circumstance or cancellation.

b. Reduced Rates

EDQM Online Events Registration

The EDQM may offer a reduced registration fee to the registrant if he/she uses the EDQM Online Events Registration system. If the registration form is received by fax, e-mail or via the EDQM HelpDesk, it is not considered as online registration.

Public and Non-Profit Sector Registrants

A reduced fee applies to registrants who meet the criteria given below:

- permanent staff from public research and development laboratories, universities, public and/or non-profit organisations and national authorities; and
- experts from the European Pharmacopoeia (Ph. Eur.) or national pharmacopoeias, hospitals and universities.

Early Bird Rates

To qualify for an 'early bird' rate, the registration form and payment must be received before the deadline given in the event's marketing material or on the EDQM's website.

c. VAT

In the European Union, there is no VAT identification number for organisations possessing diplomatic status. The EDQM therefore has no VAT identification number and is not subject to duties and taxes.

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4. INVOICING

The invoice is established according to the registration fees published in the event's marketing material and/or on the EDQM's website. The invoice is sent to the invoicing address specified on the registration form. Once the invoice has been issued, the sale becomes final.

The EDQM does not provide quotations or proforma invoices. For events taking place in certain countries (especially those having strict monetary regulations), for new registrants and for orders with a monetary value of over 1000 Euros, the EDQM reserves the right to require pre-payment before sending written confirmation of acceptance of the registration.

5. PAYMENT

a. Payment Terms

Fees shall be paid upon receipt of the invoice and no later than 30 days from the last day of the month of invoice. The invoice must be paid before the event takes place. When paying, the registrant must quote the invoice number.

b. Payment Methods

The EDQM accepts the following methods of payment:

Credit Card

The EDQM accepts the following credit cards: Carte Bleue, Visa, Eurocard, Mastercard, American Express, JCB and Diners Club. Payment can be made via "E-Payment invoices" in the EDQM's Online Store: http://www.edqm.eu/store. Alternatively the registrant can download the "Credit card authorisation form" from the same page. Upon completion, this form must be sent to the EDQM.

Bank Transfer

Payment should be made to:

Account Holder: COUNCIL OF EUROPE/ EDQM

Bank: SOCIETE GENERALE

Address: 255, route de Mittelhausbergen, 67200 Strasbourg, France

IBAN: FR76 30003 02360 00550034256 76

Cheque

Cheques should be made payable to "the Council of Europe" or "European Directorate for the Quality of Medicines & HealthCare" and sent to the EDQM's postal address: 7 allée Kastner, CS 30026, F-67081 STRASBOURG, France.

6. SUBSTITUTIONS & CANCELLATIONS

If the registrant needs to amend or cancel his/her registration, the EDQM shall be informed immediately.

a. Substitutions

Substitutions may be made at any time. Substitutions must be received in writing by post, fax or e-mail via the EDQM HelpDesk. The enrolled registrant must send the registration form of the substitute person to the EDQM at the earliest opportunity. The EDQM provides the new registrant with written acknowledgement of receipt of the registration form and with confirmation that he/she has been registered for the event. The EDQM does not transfer places between events. The registration sold is for one person only. Sharing of the registration between persons is not permitted.

b. Cancellations

Cancellations must be received in writing by post, fax or e-mail via the EDQM HelpDesk. Cancellations are not deemed as receivable by the EDQM until the registrant has received written confirmation.

- For registrations cancelled more than 30 days before the event, 80% of the registration fee shall be refunded. If the registration fee is still outstanding at the time of cancellation, the registrant shall still be liable to pay 20% of the due fee.
- For registrations cancelled less than 30 days before the event, the registrant is not entitled to a refund.

c. "No-show"

If the enrolled registrant does not attend the event, the registration fee is retained by the EDQM. Under no circumstances shall it be refunded. If the enrolled registrant still has to pay the registration fee, he/she has to pay it in full. The event package is sent to the registrant.

7. EVENT

The EDQM guarantees that all necessary measures have been taken to ensure that the event corresponds to the description given in the event's marketing material and/or on the EDQM website.

Only the EDQM has the right to choose the services, the service providers and the premises to be used to deliver the event.

a. Programme Changes

The EDQM publishes a planned programme. The EDQM reserves the right to make necessary changes at short notice. The EDQM provides no guarantee about any part of the programme or its content nor accepts liability arising from, but not limited to, no-shows or cancellations by speakers, panel members, moderators, workshop presenters or any other person or organisation mentioned within. The EDQM does not refund the registration fee as a result of cancelled sessions or changes to the programme.

b. Venue & Time Changes

It may be necessary for reasons beyond the control of the EDQM to alter the venue or time of the event. The EDQM endeavours to keep the registrant abreast of such changes, however, changes do not constitute a reason to refund the registration fee.

If the event is postponed, the EDQM will endeavour to reschedule it. In the unlikely circumstance of event cancellation, for whatever reason, neither the EDQM, nor the Council of Europe, accepts responsibility for any consequential losses (e.g. travel and accommodation costs) incurred by registrants.

8. INTERNET SITES & EXTERNAL SOURCES OF INFORMATION

a. EDQM Internet Sites

The EDQM Internet sites and all the related rights are the property of the EDQM. It is forbidden to copy or download the sites or their contents in whole or in part without the prior express consent of the EDQM.

b. External Internet Sites & External Sources of Information

The EDQM or third parties may include on their websites or in documentation published and distributed for the purposes of EDQM Events links to other Internet sites and/or external sources of information.

9. LIMITATION OF LIABILITY

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The EDQM cannot be held liable for any damages of any kind arising from the interpretation or use of the information provided in relation to the event. The posters, brochures, texts and other public relations literature describing and illustrating the event are not binding on the EDQM. Consequently, the EDQM cannot be held responsible for any errors contained therein.

The EDQM shall not be held liable for any loss resulting from late arrivals to, or non-attendance at, the event due to delayed or suspended transportation.

The EDQM shall not be held liable for damages or other complications as a result of the registrant's visa issues.

The EDQM shall not be held liable for any loss as a result of the registrant failing to arrange his/her own insurance.

The EDQM shall not be held liable for the contract not being fulfilled as a result of unavailability of services, force majeure, disturbances or total or partial strike action affecting in particular postal services and means of transport, fire and/or an act of God.

In no event shall the EDQM be held liable for any damages of any kind due to the impossibility to use or access its websites. Nor shall the EDQM be held liable for any loss whatever its origins, specifically mentioning loss of profits, connected to the information on its websites. The EDQM declines all responsibility for any damages of any kind resulting from the fraudulent intrusion of a third party leading to the modification of the information provided therein.

The EDQM cannot be held responsible for failure by the registrant to meet the legislative requirements of the country in which the event is taking place. It is the registrant's responsibility to know and abide by the local legislation.

Since the EDQM has no control over these external sites and/or sources of information, the EDQM shall not be held liable for their content, advertising, products and/or services. In addition, EDQM shall not be held liable for any damage or loss caused by, alleged to be caused by, or arising in connection with, the use of, or reliance on, the information contained therein.

The EDQM shall not be liable for any indirect consequential damage such as but not limited to loss of business, loss of profit, loss of opportunity, damages or costs.

10. EVALUATION and COMPLAINTS

a. Evaluation

The registrant is sent, by e-mail, a questionnaire two to three days after the event, which allows him/her to evaluate the programme, speakers, hotel, the services provided, and the other elements related to the event. In line with the EDQM's commitment to achieve, through continuous improvement, the highest quality in its products and services, the questionnaire responses are used to improve EDQM Events.

b. Complaints

Complaints do not entitle the registrant to cancel his/her registration or to claim damages. Complaints must be made in writing and can be filed by the registrant only. They must be received by post, fax or e-mail via the EDQM HelpDesk. If a complaint is shown to be justified, the EDQM is free to choose the method of rectification. The costs incurred to file a complaint shall be borne by the registrant. The EDQM does not accept complaints unless the registrant complies fully and without reservation with these Terms of Supply.

11. DATA PROTECTION & PRIVACY

All data submitted within the context of registering for an event is kept on the EDQM's Event Database and is held in confidence. Credit card information is not stored. Unless the EDQM has received an explicit request from the registrant disallowing it to share his/her contact information, a list of the names of all the registrants and their affiliation institutions is included in the events package and published on the EDQM's website after the event.

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12. APPLICABLE LAW

Any dispute between the European Directorate for the Quality of Medicines & HealthCare (EDQM) and a registrant regarding the interpretation and performance of these Terms of Supply shall be submitted, failing friendly settlement between the parties, to arbitration in accordance with Rule no. 481 issued by the Secretary General of the Council of Europe on 27 February 1976 with the approval of the Committee of Ministers, as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.

Any questions about these terms of supply should be addressed, in writing, to the EDQM.

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