

SOLUTION PROVIDER AGREEMENT

Between:	Europe Congress s.r.o. Hereinafter referred to as "EC"	And:	hereinafter referred to as "Client"
Address:	Francouzská 94	Address:	Suche myto
City:	101 00 Prague	City:	Bratislava
Country:	Czech Republic	Country:	Slovakia
VAT Number:	CZ04268491	VAT Number:	
Contact Name:	Alain Pallas	Contact Name:	Veronika Holeckova
Tel.:		Tel.:	
E-mail:		E-mail:	
Web:	www.europecongress.com	Web:	www.slovakia.travel
Name:	Events Club Forum 2024	Number:	ECF-2024
Package:	Combination	Dates:	16.06.2024 to 19.06.2024

VALUES CLIENT:

Exhibition:

- 15 Meetings x max. 20 min.
- 1 Delegate
- 4 sqm space
- Basic shell with Company Name
- 1 Table (bench + 2 chairs)
- Electricity

B2B Meetings:

- 25 Meetings x 20 min
- 1 Delegate
- 1 Table (4 chairs)

Total Meetings: 40

- Promotion by logo and company profile inclusion in the brochure
- Brochures with all details of all participants
- Keynote sessions access according to program on EventsClub.com website
- Networking including coffee breaks, luncheons, and an event dinner evening according to program on EventsClub.com website
- Wi-Fi

(Extra Delegate: 500€)

CLIENT SOLUTION PROVIDER PACKAGE PRICING:

6000 Euro

TERMS & CONDITIONS

These are the terms and conditions, on the basis of which Europe Congress s.r.o. ("EC") constitutes contractual agreement with the Client ("Client"), required for the use of the services ("Services") of Europe Congress s.r.o. The Services are listed within the service package ("Package") as Values, delivered by EC to the Client during the Dates as specified in the agreement ("Contract") in exchange for the fulfillment of the financial obligations by the Client. Please read these terms and conditions carefully, prior to proceeding to ratification. By confirming the use of EC Services, the Client agrees to be bound by these terms and conditions and is advised to preserve a copy for future reference. Note, that EC's failure to insist upon the strict performance of any of the Client's following obligations and/or execution of EC's following rights, does not establish a waiver from said obligations/rights; the expectation of the Client's compliance with its obligations remains intact.

1. Contract and Payments.

The Contract between the Client and EC becomes valid upon signature of both parties, and explicit and formal confirmation, issued by EC to the Client in due course. Note, that a failure to comply with both conditions denotes, that the respective Contract is officially invalid and not enforceable. Consequent to receiving written confirmation/receipt, the Client is obliged to cover the Client Package pricing fee within a time period of ten (10) days, stating the exact time and date of the issue of the receipt. The payment will only be acknowledged and deemed accepted, once the full fee has been received in cleared funds, corresponding exactly to the amount previously agreed, as per the Contract between the Client and EC. Note, that prices are issued in Euros unless explicitly stated otherwise. The Client shall be issued an invoice accordingly. Notwithstanding the possibility of a grace period, EC reserves the right to cancel/amend this agreement at any time, provided the Client does not comply with the payment terms and/or the document, else the Client's adherence to it, is, in any alternative way, found unequivocally flawed. In addition, the Client shall pay the full amount charged for supplementary goods and other services provided at/as a part of the Service, which is surplus to the previously specified sponsorship Package within ten (10) days of receiving the corresponding invoice.

2. Additional Activities.

Without explicit written permission of EC, the Client is not permitted to organize and/or partake in any supplementary activities (e.g. dinner, breakfast, etc.) involving other attendees throughout the whole duration of the Services, that in any way interfere with any part of the program as displayed on EC websites. Moreover, the Client is required to strictly abide by the policy/ruleset in place at the respective venue(s), where parts of the Service will be offered at, as made public on EC websites. The Client is also liable for any damage or loss caused to any of the venue(s). In all aforementioned cases, the Client will be held fully accountable, in which case EC reserves the right to mediate/demand rectification to an appropriate extent.

3. Cancellation and Rescheduling.

Upon receiving confirmation of participation, this Contract becomes binding and a refund shall not be reimbursed to the Client in the event of Client-initiated cancellation. Might the Client desire to withdraw their participation of the Service, it does so by canceling this agreement, providing EC with explicit written notice of such cancellation. On condition, that notice of the Client's cancellation is received by EC more than three (3) months prior to the date of the commencement of the Service as stated in the Agreement, the Client becomes eligible to choose an alternative EC Service of their choice; the agreed fee will (to an appropriate extent) be constituted of the Client's initial payment; EC retains the right to devise said the Service offer, including additional specificities. Alternatively, the Client may opt not to attend a substitute EC Services, whereby it surrenders its option to do so for the original sum of money, which shall in turn be retained by EC. Any notice of the Client's cancellation received by EC less than three (3) months prior to the date of the commencement of the Service shall be deemed to be a breach of this agreement from the Client's side; the Client shall not be eligible for alternative EC Services of choice; EC shall retain the full amount of the Total Fee as damages. EC also reserves the right to reschedule or relocate its Service (in its sole and absolute discretion) as a result of 'force majeure' (e.g. natural disaster...) and shall not be liable in any way whatsoever as a result and thereof, including any expenditure, liability, or loss incurred by the Client. In case of cancellation due to 'force majeure', the Client may opt to participate at an alternative EC Service of its choice (see above). EC shall not be liable for any loss that Client may sustain as a result of an intervention or restriction on the part of the authorities that be (e.g. local governmental actors), preventing the client from attending the Service. Travel-related measures, e.g. visa, travel insurance, etc. are neither provided nor financed by EC, which is, in turn, not liable for complications arising thereupon.

4. Alteration of the Package.

EC shall make every reasonable effort to adhere to the Package of the Client's selection. However, this Package may be altered (e.g. parts omitted, dates changed, etc.) for any reason, that EC (in its absolute discretion) shall consider appropriate. The Client accepts, that EC maintains the right to change the venue(s) and dates (as a result of factors beyond their control) of the Service without penalty, and understands that EC will continue to give its best rational efforts to uphold the proposed venue(s) and dates. Any alterations to the Package will be directly communicated by EC to the client in due course. The Client shall not rely upon any oral representations with respect to the venue(s) or dates of the Service but shall refer to the binding written confirmation of the said change, provided by EC.

5. Liability.

In making arrangements with third-party actors, regarding e.g. carriage/travel by air, hotel, accommodation, transportation, restaurants and/or other, EC acts only like the agent of the Client (i.e. Client is liable to the said third party, and vice versa) and does so on the express condition, that EC shall not in any way be liable in connection with issues directly concerning or arising from such arrangements. Additionally, in the event that EC is found liable to such a third party in connection with or arising out of such arrangements, the Client shall indemnify, defend, and hold EC harmless for all such liability.

6. Limitation of Liability.

EC shall not be liable for any special, consequential, or incidental damages arising out of this agreement or the Services provided hereunder, including but not limited to damages for lost profits or other financial deprivation; loss of use; or any damages or sums paid by the Client to third parties, even in the event that EC has been advised of the possibility of such damages. EC can equally not be held accountable for inconveniences arising from existing medical and/or dietary conditions, especially when not notified of such more than three (3) months prior to the date of the Service. EC's liability is not excluded in cases of fraud; bodily harm incited by negligence; or alternative situations, wherein limitation of liability may be deemed illegal.

7. Protection of Personal Data and Copyright.

EC operates under the General Data Protection Regulation (Regulation (EU) 2016/679) ('GDPR' red.); refer to official sources for specific details. EC reserves the right to photographic and video documentation of its Services, which the Client hereby agrees to be subjected to/featured in. Such footage may be used by EC of its own volition. The Client may exempt itself from being featured on said material by notifying EC staff and on-site photographers in due course and fashion. Textual and visual material provided to EC directly, may unless explicitly requested otherwise, feature in EC promotional material. Materials provided by EC for the purposes of a Service, containing copyrights/intellectual property rights of EC, are intended for personal use only, and may not be copied, distributed or reused for commercial purposes unless explicitly stated otherwise by law or EC.

8. Miscellaneous.

This agreement constitutes the sole and exclusive agreement between the two parties. The Client acknowledges that no other warranties, representations, or acknowledgments, written or verbal, have been made, that are not reflected herein. Neither party may be compensated for misrepresentation occurring prior to the Contract (unless fraudulent); a party may be compensated solely on the basis of breaching the terms of this agreement. These terms and conditions may be amended by EC upon the consent of one of its directors. The list of authorized individuals will be provided upon request. Time is of the essence in relation to this agreement. This Contract shall be binding upon all the parties upon execution and delivery to the other party of this agreement. Delivery by facsimile or email transmittal shall constitute delivery hereof. The construction, validity, and performance of this agreement shall be governed in all respects by the laws of the European Countries (i.e. this agreement continues to be binding to the fullest extent permitted by law). The parties consent to the jurisdiction of the courts of the Czech Republic. However, EC has the right to submit such disputes to the Courts of the City in which the Client has its principal place of business. In addition, at its discretion, EC shall have the right to submit any dispute arising under this agreement to private, binding arbitration before arbitrators provided by the European Arbitration Association and have it resolved according to the rules of that body. The parties shall submit to the final decision of the arbitrators. Such arbitration shall take place in Prague, Czech Republic. Any arbitration award rendered thereby may be entered in any court of competent jurisdiction.

Europe Congress s.r.o.:
23.04.2024 16:45



15.5.2024

Client Signature:

Alain Pallas
Managing Director

Name:
Position:
Company

Please sign this contract and send it scanned back to: booking@europecongress.com

Europe Congress s.r.o.
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