

European Healthcare Distribution Association (GIRP) General Events Terms and Conditions

GIRP

European Healthcare Distribution Association
Brussels, January 2024

The present Terms and Conditions apply to the organisation and carrying out of events by the European Healthcare Distribution Association (GIRP).

1. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the following meaning:

1.1. 'GIRP' means the European Healthcare Distribution Association/Groupement International de la Répartition Pharmaceutique (GIRP), domiciled Rue de la Loi 26, 10th floor, box 14, B - 1040 Brussels, Belgium, CBE number: 0464.770.352.

1.2. 'Registered participant' means a physical person who:

1.2.1. Filled in the registration form provided by GIRP to collect information on the participation of the former physical person to an event organised by GIRP;

1.2.2. Received a confirmation of their participation by GIRP.

1.3. 'Registration form' means a form provided by GIRP to collect information on the participation of applicants.

1.4. 'Confirmation of registration' means a communication issued by GIRP that confirms the registration of the applicant to the event.

1.5. 'Event' means an event organised by GIRP considered in its entirety and not dividable in any way and whatever its format whether physical, hybrid or digital;

1.5.1. 'Physical event' means an event that takes place fully in an in-person setting and with on-site features that can also use limited digital features;

1.5.2. 'Hybrid event' means an event that takes places with a limited in-person setting and that uses equally digital features;

1.5.3. 'Digital event' means an event that takes places fully in a digital setting with no in person features.

1.6. 'Participation fee' means the fee requested by GIRP to be paid by a registered participant to attend the event.

1.7. 'Agreement' means the legally binding agreement existing between applicants or registered participants and GIRP arising for the former accepting the present Terms and Conditions.

2. Scope

2.1. The present Terms and Conditions and the related privacy policy shall govern the legal relationship between applicants or registered participants and GIRP to one of the events organised by GIRP.

2.2. The present Terms and Conditions shall constitute a legally binding agreement between a registered participant and GIRP, and shall be referred to as 'the Agreement' as construed in Article 1.7. of the present Terms and Conditions.

3. Privacy policy

3.1. All data collected and processed by GIRP in the application of the present Terms and Conditions shall be collected and processed in accordance with Article 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such, and repealing Directive 95/46/EC (General Data Protection Regulation).

3.2. The privacy policy of GIRP shall apply to the present Terms and Conditions. It can be found [here](#).

3.3. During the entirety of the event, GIRP may take photographs, videos, and recordings that shall be used for commercial purposes such as but not exclusively publications on physical marketing material, website, social media and any other communication channel used by GIRP. By agreeing to the present Terms and Conditions, registered participants allow GIRP to freely use such photographs and videos for the purposes hereinabove mentioned. Registered participants who do not wish to be photographed or recorded shall inform GIRP of their intention by the mean of an email to the following address: privacy@girp.eu.

4. Registration and participation

4.1. To participate in a GIRP event, a physical person shall register by filling in the registration form provided by GIRP via electronic format, either by email or shall be made available on the GIRP website, or on the dedicated event website, social media or any other communication channel or platform used by GIRP.

4.2. GIRP may close the registration to an event on a date that shall be disclosed on all the communication channels used by GIRP to communicate about the event.

4.3. GIRP shall inform applicants about their application. GIRP will either issue a confirmation of registration to the applicant, who will then be considered as a registered applicant and shall be granted access to the event, or refuse the application of the applicant. GIRP reserves the discretion to refuse participation to the event.

5. Payment

5.1. GIRP may ask a registered participant for the payment of a participation fee to attend the event. The indication about the type and amount of the participation fees shall be disclosed in the registration form and on all the other communication channels used by GIRP to communicate about the event. GIRP shall issue to each registered participant an invoice detailing the participation fees and the sums to be paid to GIRP.

5.2. The payment of the participation fees is due no later than two weeks after the sending of the invoice or, by derogation, no later than at any other date indicated on the invoice. In the absence of a proof of payment provided by the registered participant by this date, GIRP may unilaterally suspend or terminate the Agreement pursuant to the provisions of Article 8.3.

6. Format of the event

6.1. An event can take place either virtually, in a hybrid format, or digitally pursuant to the definitions of Article 1.5. The format of the event shall be disclosed in the registration form and on all the other communication channels used by GIRP to communicate about the event.

6.2. The format and date of the event may be changed unilaterally by GIRP, prior to the start of the event, should the format and the date chosen for the event no longer be possible or suitable because of, inter alia, restrictions of movement and gathering, as a result of public health emergencies or by service providers with whom GIRP has contractual relationships because of decisions taken by the relevant authorities for reasons of public health or other.

6.3. In the cases foreseen at Article 6.2. and Article 8.4., registered participants will be offered the possibility to attend the event which was postponed, or which format was changed because of the reasons mentioned at Article 6.2.

7. Intellectual property and publicity

7.1. All intellectual property rights, including but not limited to copyrights, that may arise in relation to the application of the present Terms and Conditions, or the Agreement, remain the sole property of GIRP, at all times.

7.2. The entirety of the content shared, presented, and broadcasted during the event shall not be made available for public use, except if shared by GIRP.

7.3. The entirety of the content shared, presented, and broadcasted during the event shall not be made available for commercial use by the registered participants.

8. Term, Suspension, Termination, and Cancellation

8.1. The Agreement is deemed to commence on the date at which the applicant or the registered participant agrees to these Terms and Conditions. The Agreement is deemed to end at the end of business on the last day of the event.

8.2. Each of the parties to the Agreement can suspend the execution of the Agreement until the reinstatement of the respect of contractual obligations, or terminate the Agreement at any time by the mean of a seven days notice, prior to the first day of the event. Suspension or termination based on this provision does not affect in any way the rights acquired prior to the suspension or termination. All sums due to GIRP are payable in full at the date on which the suspension or termination takes effect.

8.3. GIRP is entitled to terminate the Agreement in particular because of a breach of contractual obligations by the applicant or registered participant, in particular because of an absence of payment of the fees due to GIRP, as indicated in the registration form.

8.4. As a derogation from the provisions laid down in Article 8.2. of the present Terms and Conditions, and without prejudice to the provisions governing force majeure, it is agreed between both parties that extraordinary circumstances caused by a public health emergency might jeopardise the occurrence of events under extremely short notice. Therefore, it is agreed that registered participants can cancel their participation to the event and GIRP can cancel the event itself, within forty-eight hours prior to the start of the event, should it not be possible to recourse to another format of event, pursuant to Article 6.2.

9. Cancellation policy

9.1. Without prejudice to the provisions laid down in Article 8.4., registered participants may cancel their participation to the event at any time.

9.2. If registered participants decide to cancel their participation to the event no later than sixty days prior to the first day of the event, GIRP shall refund the participation fees paid by registered participant but shall retain an administrative fee of two hundred fifty euros.

9.3. If registered participants decide to cancel their participation to the event less than sixty days prior to the first day of the event, GIRP shall not refund the participation fees paid by registered participants but shall offer to the registered participant the possibility to exchange their participation credentials with a substitute person of their choosing without any additional fee.

10. Force majeure

Without prejudice to the provision laid down in Article 8.4. of the present Terms and Conditions, neither of the parties to this Agreement shall be deemed in breach of its contractual obligations if unable to comply because of reasons beyond their control, referred to as 'force majeure' as foreseen in the Belgian Civil Code.

11. Severability

11.1. All the clauses and provisions laid down in the present Terms and Conditions are deemed to be separate and independent. Should one clause or provision be found void, the remaining clauses and provisions shall not be affected and shall remain in force with their full effect.

11.2. GIRP commits to replace any clause or provision of the present Terms and Conditions that were to be found void under Belgian law or that would be contrary to the provisions of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts.

12. No waiver

The failure by GIRP to claim or enforce any rights arising from the application of these Terms and Conditions shall in no way amount nor be construed as a waiver of any of these rights.

13. Limitation of liability

13.1. The liability of GIRP as regards the application of the present Terms and Conditions or the application of the Agreement are limited by the provisions of the present article.

13.2. GIRP cannot be held liable for the views or opinions expressed by the speakers, participants, or any other person attending the event.

13.3. GIRP cannot be held liable for any losses or damages incurred by a registered participant in situations such as but not exclusively travel costs, accommodation costs, costs of meal, visa costs, and loss of working time.

13.4. GIRP cannot be held liable for any losses or damages incurred by a registered participant in the following situations:

13.4.1. Losses or damages, whatever their nature, caused by any other factors than GIRP's negligence, serious fault or breach of duty;

13.4.2. Losses or damages, whatever their nature, caused by any physical or moral person with whom GIRP has contractual relationships;

13.4.3. Losses or damages, whatever their nature, caused by factors beyond the control of GIRP.

13.5. GIRP cannot be held liable for any losses or damages incurred to a registered participant in relation to the change of the format of the event, pursuant to Article 6.2., or the consequences thereof, nor for the derogatory case foreseen in Article 8.4.

14. Time limit for claims

Claims arising from the application of the Agreement or these Terms and Conditions, in contract or tort, must be filed within a time limit of three months from the date on which the alleged error or damage occurred, or within any other limit fixed by the Belgian civil code such as inter alia those prescribed in Articles 1641, 1382, and 2262bis.

15. Third-party rights

15.1. The present Terms and Conditions shall not create or generate, nor shall they be construed as intending to create or generate, directly or indirectly, expressly or impliedly, any third-party rights.

15.2. No third-party to these Terms and Conditions shall have any right, nor be entitled to interpret, base a claim on, or enforce any of the provisions laid down in the present Terms and Conditions.

15.3. For the purposes of these Terms and Conditions, no person being employed by GIRP shall be considered a third-party.

16. Governing law, jurisdiction, and dispute resolution

16.1. The present Terms and Conditions are entirely and exclusively governed by the laws of the Kingdom of Belgium.

16.2. Prior to the engagement of legal proceedings, applicants, or registered participants and GIRP will aim at resolving amicably any dispute that may arise from the Agreement or the application of the present Terms and Conditions by the way of mediation, arbitration, or any other alternative dispute resolution method. The applicant or registered participant agree not to recourse to legal proceedings prior to having tried at least one alternative dispute resolution method referred to in this Article.

16.3. In the event of a dispute on the application of these Terms and Conditions that was not successfully resolved by alternative dispute resolution methods, the only competent courts for legal proceedings are the courts of Brussels, Belgium.