



# 45<sup>th</sup> ESPEN Congress on Clinical Nutrition & Metabolism

Live healthy with Optimal Nutrition  
Lyon, France | 11-14 September 2023



## Terms and Conditions

Any enquiries or requests for additional information, modifications and cancellations are to be communicated to MCI's Team by email.

The same rule applies to hotel reservations; please do not contact the hotel directly.

### Registration fees deadlines

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**Early registrations will be accepted until Wednesday 03 May 2023, midnight CET.**

Should your registration remain unpaid on Wednesday 17 May 2023, early registrations will be upgraded to the late registration fee.

**As of Thursday 04 May 2023, late registration fees apply for every new registration.**

### Registration & Sessions modification and cancellation

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**For cancellations received prior to Wednesday 09 August 2023, midnight CET, deposits will be refunded less 25% administrative charge. After this date, no refunds will be possible.**

A name change will be considered as a modification and will be charged 40 EUR.

A handling fee of 40 EUR per registration will be charged for every registration modification received from Wednesday 09 August 2023, including a name change.

If a badge is lost or forgotten onsite, an administrative fee of 80 EUR will be charged for the reprint of the badge after identity verification (passport, driving license or other recognised identification documents).

### General hotel policy

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MCI acts as an agent for accommodation bookings and ESPEN accepts no responsibility for any recommendations given or any transactions made.

Reservations are made on a "first come, first served" basis. In case of room sharing, please send us their names in writing.

Any request to modify or cancel a room reservation must be sent directly to MCI in writing to avoid any misunderstanding.

#### **Check-in/Check-out Time:**

Hotel check-in time is 15:00. Should you wish to check-in earlier, extra costs may apply.

Check-out time is 11:00. Should you wish to check-out later, extra costs may apply.

Should you be informed of any delay/late check-in or cancellation, please inform MCI as soon as possible.

#### **Extras:**

Potential additional incidentals, such as mini-bar, telephone or additional room-nights are to be settled directly to the hotel by each individual guest when checking out.

Upon check-in, the hotel may charge or block an amount on the credit card to cover this guarantee, and each hotel has its own independent policy.

#### **Closure of a hotel:**

Should any of the mentioned official offered hotel(s) close between the date the contract was signed and the start of the event, MCI will do its utmost to offer alternative options to the client. If the client confirms such an alternative option, MCI will not be responsible for any difference in rates. Should the client decline the option and book in another hotel outside of MCI's block, pre-payments made by the client for the closing hotel(s) would be reimbursed by MCI.

## Hotelbeds

Other accommodation options via our Partner Hotelbeds may be available online and are subject to different terms and conditions. We invite you to take note of these during your online reservation.

## Hotel deposit conditions

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### Individual Hotel Deposit Conditions:

**Hotel Gratte-Ciel Lyon Villeurbanne Ariana, Hôtel ParkSaône by Arteloge, Hôtel Lyon-ouest by Arteloge, Collège Hotel, Cour des Loges Lyon, A Radisson Collection Hotel, B&B Hotel Lyon Caluire Cité Internationale**

For hotel bookings in the above mentioned hotel(s), a deposit payment covering the first night is required with your reservation. Your booking will be confirmed upon receipt of your hotel deposit. This prepaid deposit will be deducted from your final hotel bill when checking out from the hotel.

**Crowne Plaza - Cité Internationale, Hotel Gratte-Ciel Lyon Villeurbanne Ariana, Appart'City Lyon Part-Dieu Garibaldi - Appart Hôtel, Appart'City Lyon Part-Dieu Villetta - Appart Hôtel, Belambra City Résidence Villemanzy, Radisson Blu Hotel Lyon, Hôtel ParkSaône by Arteloge, Hôtel Lyon-ouest by Arteloge, Hotel Carlton Lyon - MGallery Hotel Collection, Collège Hotel, Sofitel Lyon Bellecour, Cour des Loges Lyon, A Radisson Collection Hotel, Citadines Apart'hotel Presqu'île Lyon, Citadines Apart'hotel Part-Dieu Lyon, Lyon Marriott Hotel Cité Internationale**

For hotel bookings in the above mentioned hotel(s), a deposit payment covering the full stay is required with your reservation. Your booking will be confirmed upon receipt of your hotel deposit. This prepaid deposit will be deducted from your final hotel bill when checking out from the hotel.

For bookings of 2 rooms or more, the full payment is required to confirm your reservation.

### Groups Hotel Deposit Conditions:

55 % of the total amount is due to confirm the reservation

100 % of the total amount is due before Wednesday 07 June 2023

## Hotel Cancellation Conditions

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### Individual Booking Cancellation Conditions:

As liquidated damages, cancellation charges are calculated on projected charges (*per hotel, per night, subject to all applicable taxes*). In the event of total or partial cancellation of unused rooms in the block.

## Hotelbeds

Other accommodation options via our Partner Hotelbeds may be available online and are subject to different terms and conditions. We invite you to take note of these during your online reservation.

**Hotel Gratte-Ciel Lyon Villeurbanne Ariana, Hôtel ParkSaône by Arteloge, Hôtel Lyon-ouest by Arteloge, Collège Hotel, Cour des Loges Lyon - a Radisson Collection Hotel, B&B Hotel Lyon Caluire Cité Internationale**

In the event of accommodation cancellation, one night will be non refundable.

**Appart'City Confort Lyon Cité Internationale - Appart Hôtel, Ibis Styles Lyon Villeurbanne**

From confirmation to Wednesday 05 July 2023: 10 % of the total amount due will be retained as administration fees.

From Thursday 06 July 2023 to Wednesday 26 July 2023: 55 % of the total amount due is non refundable

From Thursday 27 July 2023: 100 % of the total amount due is non refundable

**Crowne Plaza - Cité Internationale, Appart'City Lyon Part-Dieu Garibaldi - Appart Hôtel, Appart'City Lyon Part-Dieu Villetta - Appart Hôtel, Belambra City Résidence Villemanzy, Radisson Blu Hotel Lyon, Hotel Carlton Lyon - MGallery Hotel Collection, Sofitel Lyon Bellecour, Citadines Apart'hotel Presqu'île Lyon, Citadines Apart'hotel Part-Dieu Lyon, Lyon Marriott Hotel Cité Internationale, Warwick Reine Astrid - Lyon**

From confirmation to Sunday 07 May 2023: 10 % of the total amount due will be retained as administration fees.

From Monday 08 May 2023 to Tuesday 06 June 2023: 55 % of the total amount due is non refundable

From Wednesday 07 June 2023 to Thursday 06 July 2023: 80 % of the total amount due is non refundable

From Friday 07 July 2023: 100 % of the total amount due is non refundable

### No-Show (Individual bookings):

In case of no-show (if you do not check-in on your confirmed arrival date as per your hotel voucher), the hotel will only keep the number of room nights guaranteed during the booking process. For bookings guaranteed for one night only, the remaining nights will automatically be released to the hotel. The hotel will do its utmost to accommodate you should you arrive at the hotel at a later date. For bookings guaranteed for the full stay, the room will be kept for the number of nights booked.

### Group Booking Cancellation Conditions:

As liquidated damages, cancellation charges are calculated on projected charges (*per hotel, per night, subject to all applicable taxes*). In the event of total or partial cancellation of unused rooms in the block:

### **Example of cancellation fees calculation**

Group booking of 100 rooms on 5 nights (100 x 5 = 500 roomnights). Room rate is at a price of EUR 100.- per room per night.

Cancellation deadline of 30% of total amount due being non refundable - Group cancelling 10 rooms on 5 nights.

Cancellation fees that will be applied will be: 10 rooms x 5 nights x 30% of EUR 100.- = 50 roomnights x 30.- (30% of EUR 100.-) = EUR 1'500.-

Amount to be refunded: 10 rooms x 5 nights x 70% of EUR 100.- = 50 roomnights x EUR 70.- (70% of EUR 100.-) = EUR 3'500.-

### **GROUP 1: Appart'City Confort Lyon Cité Internationale - Appart Hôtel, Ibis Styles Lyon Villeurbanne, B&B Hotel Lyon Caluire Cité Internationale**

From confirmation to Wednesday 05 July 2023: 10 % of the total amount due will be retained as administration fees.

From Thursday 06 July 2023 to Wednesday 26 July 2023: 55 % of the total amount due is non refundable

From Thursday 27 July 2023: 100 % of the total amount due is non refundable

### **GROUP 2: Crowne Plaza - Cité Internationale, Hotel Gratte-Ciel Lyon Villeurbanne Ariana, Appart'City Lyon Part-Dieu Garibaldi - Appart Hôtel, Appart'City Lyon Part-Dieu Vilette - Appart Hôtel, Belambra City Résidence Villemanzy, Radisson Blu Hotel Lyon, Hôtel ParkSaône by Arteloge, Hôtel Lyon-ouest by Arteloge, Hotel Carlton Lyon - MGallery Hotel Collection, Collège Hotel, Sofitel Lyon Bellecour, Cour des Loges Lyon, A Radisson Collection Hotel, Citadines Apart'hotel Presqu'île Lyon, Citadines Apart'hotel Part-Dieu Lyon, Lyon Marriott Hotel Cité Internationale**

From confirmation to Sunday 07 May 2023: 10 % of the total amount due will be retained as administration fees.

From Monday 08 May 2023 to Tuesday 06 June 2023: 55 % of the total amount due is non refundable

From Wednesday 07 June 2023 to Thursday 06 July 2023: 80 % of the total amount due is non refundable

From Friday 07 July 2023: 100 % of the total amount due is non refundable

### **No-Show (Group bookings):**

According to MCI's deposit conditions, the full stay must be paid for all reservations prior to each guest's arrivals. In case of no-show, for bookings guaranteed for the full stay, the room will be kept by the hotel. Please note that MCI will not send specific communication regarding the guests who have not checked-in on their confirmed arrival date. Should the group leader wish to receive such information, please contact MCI.

## **General Payment Conditions**

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All payments are to be made in Euro. VAT may increase without notice and any such change will be reflected in final rates.

**From Thursday 27 July 2023, only payments by credit card will be accepted.**

**Modifications and/or new registrations made on-site** will require immediate payment (by cash or credit card).

An invoice to be settled upon receipt will be issued upon written confirmation. **This invoice will act as a contract, and once issued, the above payment and cancellation conditions will apply.**

No discount will be provided in case of early settlements.

**Full payment of services is requested when registering (Credit Card and/or Bank transfer). No confirmation or invitation letter will be sent until MCI has received the payment.**

In accordance with DIRECTIVE 2011/7/EU, late payment interest will be charged in the amount of 8% above the European Central Bank's base reference rate.

**No badge will be delivered** until full payment of open invoices is received.

### **Methods of Payment:**

**Credit card:** only Eurocard/MasterCard, Visa and American Express are accepted.

Please note that the merchant name that would appear on your credit card statement would be "MCI Group Satigny CHE".

In some particular cases, payment by credit card may not be available.

**Bank transfer: please make your payment to:**

Beneficiary : MCI Suisse SA, Rue du Pré-Bouvier 9, 1242 Satigny, Geneva, Switzerland

Bank : UBS SA, Rue des Noirettes 35, 1227 Carouge, Geneva, Switzerland

Account No: 240-369393.71L

IBAN : CH18 0024 0240 3693 9371 L

Swift code : UBSWCHZH80A

**Please indicate the participant's / group's name, identifier and "ESPEN 2023" on ALL payments (for example, ESPEN 2023-I/XX or G/XX).**

**All expenses shall be borne by ordering customer.**

**Please note that intermediary bank fees may be applied, please verify with your local bank.**

**Cheques:** please note that payments by personal cheques are not accepted.

**Refunds will be made after the event according to your payment method.**

## VAT Number:

Important note: if your registration is covered by your company/institution who is established in the venue's country, please make sure to provide your company/institution VAT number during your registration process in order to benefit from the reverse charge mechanism (registration fee is invoiced with no VAT). If the VAT number is not given at the time of the issuing of the registration invoice, it will not be possible to benefit from the reverse charge mechanism anymore.

## Group Data Management

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Upon receipt of your payment, you will receive by e-mail an internet link giving you direct access to your group portal. You will be able to enter names, allocate your reservations, settle open invoices and download documents.

Through this personalised portal, you will be able to enter your participants' details and assign the services you have purchased such as registration and/or hotel bookings.

**Names of all participants (registration and/or accommodation) must be submitted and reservations assigned online before Wednesday 09 August 2023.**

Any modifications and cancellations are to be communicated to MCI's team by email in order to be validated (please refer to the points «Modification & Cancellation» above to view the charges relating to these operations .

The Group Leader hereby commits to manage group registrations and/or hotel reservations using the tools proposed by the official registration and/or housing bureau. The reservation system's portal will be used to respect relevant registration and, if applicable, accommodation deadlines. Access to this tool will be provided upon full payment of deposits required.

Contact information is to be entered in the system including the full coordinates of the participant of the event. No generic agency coordinates will be accepted if reservations are handled by a third party or on the behalf of a sponsor.

Reservations for registration and/or housing will then be assigned and updated through the reservation system's portal and managed by the group leader or its internal representative.

MCI, as the Official Registration and/or Housing Bureau will not be responsible for entering contacts' coordinates nor assigning services on behalf of the entity hereby engaged in this contract.

**Should the Group Leader or the entity engaged in the present contract choose not to proceed with the proposed online tools, MCI will charge a fee of 18 EUR per participant, to import the participants' detail information under the group or a fee of 27 EUR per participant to import the participants' detail information under the group and assign the corresponding services, provided that the full coordinates are supplied.**

## Data Privacy

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### **Individual Data Privacy Policy:**

For further information on how your data will be used, we invite you to carefully read the Data Protection and Privacy Policy:

<https://www.wearemci.com/en-ch/privacy-statement>

### **Group Data Privacy Policy:**

The group leader agrees and warrants that:

- a. the personal data have been collected, processed and transferred and will continue to be collected, processed and transferred in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities);
- b. the transfer to, and processing by, MCI pursuant to this Agreement is not prohibited by a statutory or contractual duty of confidentiality;
- c. prior to any transfer of personal data, it has informed the data subjects and has complied with any notification and/or registration set forth by the applicable data protection law; in particular, the intended purposes of the collection, processing and transfer of personal data have been communicated to the data subjects;
- d. the data subjects are provided with their right of access, correction, blocking, suppression or deletion as available under applicable data protection law;
- e. it has taken and will take all reasonable measures to verify the correctness of the personal data and ensure that incorrect or incomplete personal data will be corrected, completed or destroyed prior any transfer of such data to MCI;
- f. it will inform MCI of any specific requirement from any data subject or any relevant authority on how personal data should be processed;
- g. it will inform without delay MCI of any request from any data subject or any relevant authority to rectify, update or delete any personal data;
- h. after assessment of the requirements of the applicable data protection law, it will ensure that the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing or transfer involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- i. it will provide MCI, when so requested, with copies of relevant data protection laws or references to them of the country in which the [group leader] is established;
- j. it will respond to enquiries from data subjects and authorities concerning processing of personal data by MCI;

k. it will notify within 72 hours delay MCI of any actual, potential or alleged breach of the provision of this Clause;

The group leader hereby commits with the present Data Protection and Privacy Policy:

<https://www.wearmci.com/en-ch/privacy-statement>

## General Conditions

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### **Disclaimer**

ESPEN hereby provides notice to conference attendees and anyone else, that ESPEN makes no warranty of any kind whatsoever, expressed or implied, that any information, materials, techniques or products or anything else presented at this conference is accurate, valid, adequate or fit for any purpose whatsoever. Congress attendees are solely responsible for determining the validity, adequacy and fitness of any information, materials or products or anything else presented at this congress for any and all uses. Statements and descriptions made by ESPEN at this congress and included in congress literature are informational only and are not made or given as a warranty. The views, opinions and statements made at the conference are solely those of the speakers and may not reflect the views of ESPEN. Furthermore, speakers may have vested interests in the concepts and products they discuss.

It is further understood and agreed that ESPEN shall not be liable whether in contract, in tort, under any warranty, in negligence or otherwise for any kind of claim for loss, damage or expense of any kind arising out of or resulting from the use of any information, materials, products or anything else presented at this congress, and under no circumstances shall ESPEN be liable for special, indirect or consequential damages.

In addition, ESPEN shall not be liable for any kind of claim in relation to possible exposure to illness (including but not limited to COVID-19). Congress attendees knowingly and freely assume all risks related to health when participating in person at this congress.

ESPEN and/or its agents have the right to alter or cancel the congress or any of the arrangements, timetables, plans or other items relating directly or indirectly to the congress without prior notice for any reason beyond their control. The congress and/or its agents shall not be liable for any loss, damage, expenditure or inconvenience caused as a result of such alteration or cancellation.

### **Insurance, release and waiver of liability:**

It is recommended that participants obtain adequate cover for travel, health and accident insurance before they depart from their countries. ESPEN and MCI as organizers cannot accept responsibility for personal injuries, or loss of, or damage to, private property belonging to the event Congress participants and accompanying persons. Participants are requested to inform themselves and to abide by local work regulations accordingly.

ESPEN, MCI, Venue and Hotel(s) are not responsible for either the partial or total non-execution of the contract in the event of accident, natural disaster (either threatened or actual), in war, curtailment or interruption of transportation facilities, threats or acts of terrorism, of transportation facilities, threats or acts of terrorism, governmental travel or terrorism advisory, Strikes, Lock out, civil disturbance, the issue of a Travel Warning by the World Health Organization or any other cause beyond the parties' control which prevents the Hotel and /or venue from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI. The Organizers may at their entire discretion repay the delegate fee or Service Charge paid by the Delegate or Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such Delegate fee or Service Charge, and shall be under no liability to the Delegate or Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Delegate or Exhibitor, as the result of the happening of any such event.

### **Minimum age:**

Registration and/or admittance to the Congress shall be limited solely to participants who are 18 years of age or older, due to current health and safety regulations and legislation in effect.

Any registration by anyone who is under 18 is unauthorized and in violation of these Terms and Conditions and will automatically result in the forfeit of their registration. You hereby accept that identification is to be provided to Congress staff upon request.

By registering to the Congress or entering the Congress you represent and warrant that you are 18 years of age or older, and that you agree to and to abide by all of the Terms and Conditions of this Congress.

### **Force majeure:**

ESPEN, the hotel(s) and MCI are not responsible for either the partial or total non-execution of the contract in the event of accident, an act caused by a third party, such as Acts of God including, without limitation, credible threats of natural disaster in the geographic vicinity, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, governmental travel advisory, a governmental elevation of the terrorism alert level, civil disturbance, the issue of a Travel Warning by the World Health Organization or any other cause comparable events or disaster beyond the parties' control which prevents the Hotel from accommodating the clients of MCI for the event or if for the same reasons the event is cancelled by MCI.

### **Photography/Videography Disclosure:**

As a registered attendee of the Congress, you agree to grant permission for ESPEN and MCI to use your likeness in a photograph or video in any and all of its publications and presentations, including website entries, without payment or any other consideration; to authorize ESPEN and MCI to edit, alter, copy, exhibit, publish or distribute the photograph or video for purposes of publicizing ESPEN programs or for any other lawful purpose; to waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears; that these materials will become the property of ESPEN and MCI.

### **Visa:**

Please visit the following website <http://visahq.com/> to check if you require a visa for France. Citizens of other countries may need a visa.

Please contact your travel agent or the nearest France diplomatic authorities for further information. If you should need a visa, please apply early enough to allow sufficient handling time to the authorities.

During the reservation process, please tick the box and fill in the corresponding questionnaire in order to receive your Visa invitation letter. Please note that the VISA invitation letter will only be sent to participants who have paid their reservation fee. In some particular cases payment by credit card may not be allowed.

Please note that neither ESPEN nor MCI will be able to contact or intervene with any Embassy or Consulate office on behalf of a registrant. The invitation letter does not financially or legally obligate ESPEN or MCI in any way. All expenses incurred in relation to the event and to obtaining a visa are the sole responsibility of the registrant. ESPEN and MCI do not accept any responsibility for travel, accommodation and/or other costs incurred due to the rejection of a registrant's visa application.