

- TERMS AND CONDITIONS OF SALE -

Forum FER Week 2024

Purpose and scope

These General Terms and Conditions (hereinafter referred to as "GTC") apply to the forum organised by PRINCIPIA SAS (hereinafter referred to as "PRINCIPIA") "FER WEEK" from 18th to 22nd November 2024 (hereinafter referred to as the "Forum") and apply regardless of the clauses contained in the "Client's" documents. Registration for the Forum implies the Client's full and unreserved acceptance of these GTC.

If any provision of these GTC is held to be invalid or unwritten, the remaining provisions shall remain in full force and effect and shall be construed in a manner consistent with the original intent of the parties.

The applicable GTC are those given to and accepted by the Client. However, PRINCIPIA reserves the right to modify or update these GTC at any time, without prior notice, and without entitling the Client to any compensation.

1. Definitions

Client: any individual or legal entity who registers for the Forum on the dedicated website <https://ferforum.com/registration/>.

Participant: individual taking part in the Forum.

GTC: General Terms and Conditions, detailed below.

2. How to register

To be taken into account, all registration requests must be confirmed by filling in the online registration form, which implies acceptance of these terms and conditions.

The Participant undertakes unreservedly to be present at the scheduled dates, places and times. For all registrations, an acknowledgement of receipt is sent to the Client. This does not confirm that the Forum will take place.

Upon confirmation of the Forum, the Client will receive an invitation and all practical information relating to the Participant's attendance at the Forum.

3. Withdrawal and replacement of a Participant

If the Client notifies PRINCIPIA at least seven (7) days before the start of the Forum, PRINCIPIA offers the Client the possibility of replacing the Participant who is unable to attend by another Participant, without additional costs. Any change to the name of the registered Participant must be sent to PRINCIPIA in writing. The change to the Participant's identity will be effective once PRINCIPIA has confirmed and accepted the change by return e-mail. Registration is subject to availability. PRINCIPIA cannot be held responsible for a Participant's absence from all or part of the Forum. Except in cases of Force Majeure, the Participant's absence cannot under any circumstances justify the cancellation of the registration or entitle the Client, for any reason whatsoever, to reimbursement of the participation fee.

4. Cancellation and postponement conditions

PRINCIPIA must be notified in writing of any cancellation or postponement by a Forum Participant. Except in cases of proven Force Majeure, no cancellation will give rise to a refund of registration fees.

Financial conditions, regulations and payment terms

All the prices (fees and expenses) are exclusive of tax and are subject to the VAT in force at the time of the Forum for Participants residing in France. For Participants residing outside France, prices are exclusive of VAT. Invoicing for the Forum includes all costs required to hold the Forum (speakers, room hire, breaks, lunches – corresponding to the chosen Forum days) excluding accommodation. The Forum service constitutes an indivisible whole and no discount will be granted in the event that one of the components of the Forum is not desired and/or used by the Participant.

Forum registration is online, and payment is by credit card. A receipted invoice will be sent on receipt of payment.

5. Forum mode

PRINCIPIA and the speakers are free to use the teaching methods and tools of their choice, which are their sole responsibility, for the Forums.

6. Liability

Any registration to the Forum implies the respect by the Participant of the internal rules and safety instructions applicable to the premises concerned, which are brought to his attention.

During their visit, Participants must comply in all respects with the instructions given by the Interveners. PRINCIPIA cannot be held responsible for any damage or loss of objects or personal belongings brought by the Participant.

It is the responsibility of the Client/Participant to check that their personal and/or professional insurance covers them during the Forum.

PRINCIPIA reserves the right, without compensation of any kind whatsoever, to exclude at any time any Participant whose behaviour interferes with the smooth running of the Forum and/or is in serious breach of the internal regulations of the premises concerned.

PRINCIPIA makes no guarantee as to the number or quality of speakers at the Forum. The Forum program is subject to change without notice and PRINCIPIA cannot be held responsible for any changes.

PRINCIPIA cannot be held liable by the Client for any amount in excess of the fees actually received by PRINCIPIA for the performance of the contract, and this only for the service which is the proven cause of the direct material damage.

PRINCIPIA, its directors and employees, shall not be liable in any way whatsoever to any third party in relation to the contract for any information, analyses, audits, certifications or recommendations emanating expressly or otherwise from PRINCIPIA in connection with the Forum, or for any error, negligence or omission on the part of PRINCIPIA.

7. Intellectual property

The documents made available to the Participant during the Forum, whatever their form (paper, digital, etc.), are protected by copyright and are the exclusive property of PRINCIPIA and/or the Speakers. The Participant and the Client may not, without the express written consent of their owner, reproduce, copy, adapt or distribute them, in whole or in part, in any form whatsoever, by any existing or future process, without which they would be liable to prosecution for counterfeiting. This prohibition applies, in particular, to any use made by the Client and the Participant with a view to organizing or running training courses.

8. Privacy

PRINCIPIA, the Interveners and the Participants undertake to keep confidential and not to disclose to any third party, except with the consent of the party holding such information, any information emanating from the latter within the framework of the Forum, to the extent reasonably necessary to enable PRINCIPIA and the Interveners to perform the service in accordance with the terms of the contract. This obligation shall remain in force throughout the period of performance and after termination of this contract, it being understood that the following cases shall not be subject to such restrictions:

- Any information held by the Party before it was disclosed by the other Party;
- Any information that is or will be legally part of the public domain;
- Any information disclosed to the disclosing party by a third party who is not related to the Client.

9. Forum recordings

The Participant and the Client acknowledge and accept that the Forum may be the subject of audiovisual recordings. The Participant and the Client authorize the fixing and broadcasting, on any medium, of the recording of the Participant's image and voice made during the Forum, without any time limit.

The Participant and the Client acknowledge and accept that any use by PRINCIPIA of a recording shall in no way give rise to the payment of any remuneration or compensation whatsoever.

10. Force majeure

Cases of force majeure include strikes or industrial disputes within or outside PRINCIPIA, natural disasters, curfews, fires, failure to obtain visas, work permits or other permits, laws or regulations subsequently introduced, interruption of telecommunications, interruption of energy supply, interruption of communications or transport of any kind, or any other circumstance beyond PRINCIPIA's reasonable control. Any failure or omission by either party to comply with any of the stipulations, conditions or guarantees to be performed, provided for in the contract, shall not give rise to a complaint by the other party or be considered as a cause for breach of this contract, insofar as this failure or omission results from a case of force majeure usually recognized by French jurisprudence and courts.

11. Protection of and access to personal information

The Client undertakes to inform each Participant that :

Personal data concerning him/her is collected and processed for the purposes of monitoring the PRINCIPIA Order Forum. In accordance with the RGPD law of May 25, 2018, the Participant has the right to access, modify, rectify or delete personal data concerning him or her. If the Client wishes to exercise this right, he/she must send a request by email to claire.calloch@principia.fr or by post to :

PRINCIPIA SAS - Correspondant CNIL - Zac Athelia 1 215 voie Ariane 13600 La Ciotat. The Participant's personal data will be deleted within the legal timeframe stipulated by law. Our privacy policy can be consulted on our website: <https://www.kcf.fr/politique-de-confidentialite>.

12. Applicable law and arbitration

The rights and obligations of the parties hereto are governed by French law. Any dispute arising hereunder shall be finally settled by the Marseille Commercial Court.