

## **Conference Attendance**

### **Terms & Conditions**

Haymarket Media Group Ltd is a company registered in England and Wales (“**we**”, “**us**” and “**our**”). Our company registration number is 00267189 and our registered office is at Bridge House, Twickenham, TW1 3SP. Our VAT number is 232584272. These are the registration terms and conditions subject to which we will allow you to register (whether as an individual, firm or company) a delegate at the conference (“**you**”). Haymarket conferences are intended only for business, academic or professional audiences. If you are an individual consumer, you must make this clear to us prior to making any booking.

#### **1. Confirmation Process**

1.1. Once you complete your online registration form, please check the order carefully before confirming it. After you have confirmed and submitted your reservation, we will process your booking immediately. Your booking is not confirmed until you receive an email confirmation from us which sets out your order details and other useful information.

1.2. If you do not receive our email confirmation within 24 hours of you submitting our online registration form, please contact us at [conferences@haymarket.com](mailto:conferences@haymarket.com) as soon as possible before the start of the conference. It is your responsibility to update us of any changes to your contact details so that we are able to contact you.

1.3. These Terms & Conditions and the Agreement are made only in the English language.

#### **2. Venue & Special Requirements**

2.1. You must comply with the rules and regulations governing the Venue. If you bring any property to the Venue, you do so at your own risk. We are not responsible for any loss and/or damage to such property. If you are using car parking facilities at the Venue, you do so entirely at your own risk. We do not accept any responsibility for any loss and/or damage resulting from your use of such car parking facilities. We reserve the right to refuse admission to any person whom we consider in our absolute discretion to be unsuitable for admission to the conference or to remove such person after the start of the conference.

2.2. If you have any additional requirements due to a disability, food allergies or for any other reason, please email us at [conferences@haymarket.com](mailto:conferences@haymarket.com) as soon as possible and, in any event, 7 days before the start of the conference.

#### **3. Conference Changes**

3.1. We reserve the right to make any changes to the conference at any time without prior written notice. For example, such changes may include changing the programme (including, but not limited to, the speakers), date, time and/or the Venue. Additionally, any discounts or offers advertised for a particular event (such as “Early Bird” offers)

may be time limited and/or subject to availability and will be subject to additional terms and conditions.

#### **4. Cancellations & Substitutions**

4.1. We reserve the right to cancel a conference at our sole discretion for any reason and at any time. In the event of such a cancellation, we will refund any registration fees paid, and we will use reasonable endeavours to notify you of such cancellation.

4.2. If you wish to cancel, you must email us at [conferences@haymarket.com](mailto:conferences@haymarket.com) as soon as possible as this will impact on whether we can give you a refund of your registration fees. Unless stated otherwise in the online registration form, if you cancel 30 calendar days or more before the first day of the conference, we will refund your registration fees minus the administration fee set out in the event information. However, if you cancel less than 30 calendar days before the first day of the conference, we will not be able to refund your registration fees.

4.3. Please note that any cancellations that still have payments outstanding will be liable for either the administration fee or the full registration fee, depending on the date and time of the cancellation.

4.4. If you cannot attend the conference, we are happy to accept a substitute delegate without charge. Please send your request at least 72 hours before the first day of the conference at [conferences@haymarket.com](mailto:conferences@haymarket.com) setting out the name of the delegate who will not be attending as well as the full name of the substitute, job title and contact details. If the substitute delegate has differing requirements (e.g. dietary) from the original delegate, we may not be able to accommodate such changes if we have been given less than 72 hours' notice. We may reject any unsuitable delegates at our absolute discretion. The substitute delegate must be from the same organisation.

#### **5. Registration Fees & Payment**

5.1. Registration fees are correct at the time of going to press but may be subject to changes. The registration fees include light refreshments, lunch and conference materials, but not transport and accommodation.

5.2. Please note that payment of all registration fees must be made in full prior to the start of the conference. Payment of any bank transfer charges is your responsibility.

5.3. All sums payable by you under this Agreement are subject to any applicable tax, levy or similar governmental charge, including value added or sales tax which we shall add at the applicable rate.

5.4. All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5. If any registration fees due have not been paid when they are due ("**Debt**"):

5.5.1. we reserve the right to cancel your registration without warning at any time prior to the first date of the conference. If we do not exercise our rights of cancellation prior to the conference, delegates whose registration fees have not been paid by the start of the conference shall be required to pay on-site in order to gain entry;

5.5.2. we shall be entitled to initiate proceedings against you without any notice in order to recover the Debt;

5.5.3. you shall be liable to pay (a) an administration fee and (b) interest (accruing on a daily basis) on the amount unpaid, in each case in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (whether or not applicable to this Agreement) from the due date of payment, both after as well as before any judgment or order.

5.6. Any and/or all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due under an unpaid invoice shall be recoverable from you.

5.7. Notwithstanding any other right or remedy we may have, if you breach this clause 5, we may terminate this Agreement immediately by giving you written notice.

## **6. Data Protection**

6.1. To the extent that you provide us with Personal Data under this Agreement, we shall process such Personal Data as an independent Data Controller and in accordance with our [Privacy Policy](#).

6.2. Where you provide us with Personal Data of third parties, you warrant, represent and undertake that you have complied with all applicable Data Protection Legislation in respect of such Personal Data, including obtaining all permissions, consents and approvals of Data Subjects to provide their respective Personal Data to us.

## **7. Intellectual Property**

7.1. Any and/or all IP in the conference materials shall be our sole and exclusive property (or the appropriate third party owner(s), if any) and you shall not acquire any rights in such conference materials, including any developments or variations of them. Nothing in this Agreement grants you any IP rights in the conference materials. You agree not to reproduce, sell, and/or copy (in whole or in part) the conference material, except for purposes of post-conference references. If you would like to use the conference materials for anything else, please email us at [conferences@haymarket.com](mailto:conferences@haymarket.com).

## **8. Term & Termination**

8.1. This Agreement shall be effective from (and including) the day that we confirm your booking until (and including) the last day of the conference (“**Term**”).

8.2. We may terminate this Agreement with effect at any time immediately by giving you 15 days’ prior written notice.

8.3. We shall be entitled to terminate this Agreement in accordance with clauses 5.7 (Registration Fees & Payment) and 11.3 (Force Majeure).

8.4. Either party shall be entitled to terminate this Agreement immediately by giving written notice to the other, if the other party:

8.4.1. commits any material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 Business Days' written notice of that breach;

8.4.2. ceases or threatens to cease to carry on its business or substantially the whole of its business other than for the purposes of amalgamation or reconstruction without insolvency;

8.4.3. has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (other than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets, or a court or arbitrator with authority to so determine, determines that the debtor is unable to pay its debts(s);

8.4.4. is an individual, unincorporated association or unincorporated partnership, and is declared bankrupt or makes any arrangement with or for the benefit of such party's creditors or has a county court administration order made against them under the County Court Act 1984.

## **9. Expiry & Termination Consequences**

9.1. Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

9.2. Upon expiry or termination of this Agreement, you shall pay any registration fees that have been invoiced up to (and including) the expiry or termination date but not paid for.

## **10. Liability**

10.1. Nothing in this Agreement is intended to limit or exclude our liability for (a) death or personal injury caused by our negligence, and (b) fraud or fraudulent misrepresentation.

10.2. You shall not exclude or limit your liability under any indemnities given by you under this Agreement.

10.3. You shall fully and effectively indemnify and hold harmless us and any Group Company against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising

directly or indirectly, wholly or in part, out of or in connection with any breach of this Agreement by you.

10.4. We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

10.5. Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the registration fees you paid to us.

## **11. General**

11.1. Notices. All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient. Any notice may be delivered by email, by a reputable courier service, or by post. The notice shall be deemed to have been given if sent by email within 12 hours of delivery to the sender's ISP provided within that time no notice of delivery failure has been received, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.

11.2. Disputes. If you are an individual and a dispute arises between us out of or in connection with this Agreement, we shall negotiate in good faith to resolve the dispute. If the dispute is not resolved within 10 Business Days of the start of our negotiations, either of us may refer the matter to the courts. If you are not an individual and there is a dispute, our respective representatives shall meet within 5 Business Days of receipt of a written notice of such dispute, in an effort to resolve the dispute. If the dispute is not resolved within 5 Business Days of that meeting, the dispute shall be referred to our respective senior management (or their nominees) who shall meet within 5 Business Days of the referral to attempt to resolve the dispute. If, despite following the process set out above, the dispute is not resolved, either of us may refer the matter to the courts. This clause shall not restrict either you or us from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.

11.3. Force Majeure. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, communicable disease, epidemic, any curtailment to or cancellation of public transport, strikes or walkouts, acts or threats of terrorism or civil unrest, communications line failure or any other reason which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against ("Force Majeure Event"). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate this Agreement by giving you 5 Business Days written notice. In such circumstances we reserve the right not to refund your registration fees and advise that insurance should be taken to cover such eventualities. A Force Majeure Event shall not entitle you to delay payment of any sums under this Agreement. You are responsible for making your own way to the venue for the event, and you shall remain

liable for all payments under this agreement irrespective of any failure of transport or other reason why you are unable to attend the conference.

11.4. Publicity. We expressly agree that we and/or a Group Company shall be entitled to refer to you as a client and/or your company in sales and marketing literature (including websites) and, if you are a firm or company (or you register in your capacity as a representative, employee, or owner of a company), reproduce your company's prevailing logo or trade mark for that sole purpose.

11.5. Third party Rights. Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.

11.6. Assignment and sub-contracting. This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.

11.7. Amendments and changes. We may revise our Agreement from time to time, and will post the most current version on our website as soon as possible after the revised Agreement become effective. For this reason, please check our website regularly.

11.8. Severability. If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.

11.9. No Waiver. A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

11.10. Further assurance. Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

11.11. Remedies cumulative. The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.

11.12. Status of parties. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

11.13. Entire Agreement. This Agreement sets out the entire understanding of the parties in relation to their subject matter and supersede any prior understanding or

agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

11.14. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English courts.

## 12. Definitions

12.1. In this Agreement the following terms have the following meanings:

**“Agreement”** means these terms and conditions, the booking, and any documents stated in any of them as being incorporated by reference;

**“Business Days”** means any day other than Saturday, Sunday, or a statutory Bank Holiday in England & Wales;

**“Data Controller”** has the meaning set out in the GDPR;

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

**“Data Subject”** has the meaning set out in the GDPR;

**“Group Company”** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of an entity whether

by contract, ownership of shares, membership on the board of directors, agreement or otherwise;

**“IP”** means any and/or all rights in software, inventions, patents, copyrights, design rights, trade marks and trade names, database rights, domain names, service marks, trade secrets, know-how, rights in Confidential Information and other intellectual property rights (whether registered or unregistered) and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world;

**“Personal Data”** has the meaning set out in the GDPR;

**“Start Date”** has the meaning set out in clause 8;

**“Term”** has the meaning set out in clause 8; and

**“Venue”** means the venue where the conference takes place.

12.2. The words “including”, “include”, “in particular”, “for example” and any similar word or expression are illustrative and are not intended in any way to limit the sense or interpretation of preceding words, and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

12.3. Clause headings and sub-headings are not be used in its interpretation.

12.4. References to this Agreement or any other document are to this Agreement or that document as in force for the time being and as amended, supplemented, varied, modified, renewed or replaced or extended.

12.5. A reference to a statute or statutory provision shall unless otherwise stated be construed as including a reference to any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made from time to time under the statute or statutory provision whether before, on or after the Start Date.

12.6. A reference to industry regulations, industry codes, or industry guidance, shall unless otherwise stated be construed as referring to industry regulations, industry



codes, or industry guidance as in force as at the Start Date and as from time to time modified or consolidated, superseded, re-enacted or replaced (whether with or without modification) on or after the Start Date.