

# Delegate Terms and Conditions

## TERMS & CONDITIONS OF CONTRACT

1. In these Terms and Conditions the following definitions apply:

“the Company” means Open Forum Events Ltd

“the Client” means the person, firm, company or organisation placing the Order..

**“Conditions”** these terms and conditions as amended from time to time in accordance with clause 38.

**“Contract”** the contract between the Company and the Client for the purchase and supply of tickets to attend an Event in accordance with these Conditions.

**“Event”** the event organised by the Company and as set out in part [ ] of the Order.

**“Order”** the Client’s order as set out in the Delegate order form.

2. The Order constitutes an offer by the Customer to purchase tickets for an Event in accordance with these Conditions.
  3. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order (via the online booking system) at which point and on which date the Contract shall come into existence (Commencement Date).
  4. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- Payment
5. When placing your booking using our online facility if you complete using the wrong classification your ticket will be automatically charged and amended to the correct classification and cost.
  6. On completion of the Order the stated price must be paid in full. The Company does not accept refunds on any promotions, group discounts or limited time offers not stated on the Order. All payments to the Company shall be made without any set off, deduction, withholding or counterclaim.

### Agreement

7. For events lasting for one day refreshments throughout the day are provided during specified breaks only. It is the delegates’ responsibility to inform the Company Events Team of any special dietary requirements no later than 7 days before the start of the Event they are attending. Where delegates do not inform the Company of any special requirements, the Company cannot be held responsible.
8. If a delegate has any special needs, i.e. wheelchair access, delegates should contact the Company with full details no later than 2 weeks before the start of the Event they are attending.
9. Delegate tickets may be transferred to another date or event, but only at the discretion of the Company.
10. The Company will issue a delegate badge upon the Client checking in at the delegate registration desk on the morning of the Event.
11. Event documentation is distributed at delegate registration.

12. The Company will forward venue details (address, maps, car parking instructions and travel directions) no later than one week before the Event the Client is attending takes place.
13. Once a delegate has been registered, the booking is strictly for the person named on the registration form. If a delegate/organisation (the Client) wishes to make any changes to the booking (i.e. change of delegate name), all requests should be put in writing and forwarded to the Company Events Team at the Company's office in advance of the Event. Failure to do so will result in invoices being issued for both delegates.
14. Should a different person attend the Event to that named on the Order, without prior agreement with the Company, then the Company will treat this as an additional delegate and will invoice accordingly. To avoid this, please adhere to the Company's cancellation policy.
15. The Company reserves the right to refuse admission and to remove persons from the premises for any reason where necessary. The Company may also have to conduct security searches to ensure the safety of persons at the Event.
16. Save for where the Company's prior written consent has been obtained, the use of photographic equipment is not allowed. All other recording and any transmission is prohibited including (without limitation) recording of any data, information or results of or relating to the Event and any participant. As a condition of entry to the Event you assign (by way of a present assignment of future copyright) the copyright in any photographs or recordings you make at the Event to the Company.

#### Cancellation

17. If the Event is cancelled by the Company, the Company shall provide a full refund in respect of paid ticket invoices.
18. The Company reserves the right to vary or cancel an Event where the occasion necessitates.
19. The Client shall have the right to cancel the Order within 7 days of the date of the Contract. However, the Client has no right to cancel if the Order is placed within 28 days of the Event. Notice to cancel the Order must be given in writing by the Client using Recorded Delivery Post. Failure by the Client to cancel using the prescribed notice shall result in the Order being binding on the Client and payment will be due in full.

#### General

20. Nothing in the Contract shall limit or exclude the Company's liability for:
  - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
21. Subject to clause 20, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;

(f) loss of damage to goodwill; and

(g) any indirect or consequential loss.

22. Subject to clause 20, the Company's liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract is limited to the amount of the charges paid under the Contract.

23. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

24. No unauthorised trading is permitted within the venue.
25. In the interests of public safety, the Company reserves the right to request the Client to leave the venue at any time for safety reasons or immediately after the Event. No admission or re-admission is permitted after the end of the Event.
26. Data Protection: The Company may periodically contact you with details of programmes and services that may be of interest to you and may pass your details to other companies within the Company's group and selected clients. Please write to the Company if you do not wish to be included in this activity.
27. If for any reason part of these Conditions are unenforceable, the validity of the remaining terms and conditions shall not be affected.
28. Contracts between the Client and the Company shall be governed by English Law and the Client and the Company submits to the exclusive jurisdiction of the English courts.
29. Any payment due under the Order shall be made in full without set off or counterclaim. In the event of non-payment or non-compliance of our payment terms then the Client shall be responsible for all legal, collection and debt recovery fees and costs.
30. Disputes must be raised within 10 working days from the date of the invoice. Details of a dispute must be given in writing, (letters, fax and emails are acceptable forms of notification). Physical proof of delivery may be requested.
31. The Client gives consent to the Company to carry out a credit search on the partners and directors of the organisation now or at a future date. The credit search will be recorded by the agency and may be disclosed to subsequent enquirers.
32. If your ticket is complimentary there will be a £55 plus VAT administration charge if you do not attend the Event. Written notice of non-attendance is to be received and acknowledged by the Company 48 hours before the Event start date.
33. The Company will organise and stage the Event in a professional manner, however the Company will not be held responsible if any speaker or anyone scheduled to take part in the Event programme withdraws their participation in the Event.
34. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
35. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
36. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
37. Nothing in clauses 35 and 36 shall limit or exclude any liability for fraud.
38. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
39. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right

or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

40. Force Majeure – The Company is relieved of all its obligations if any act is outside the Company's control which means the Company is unable to hold the Event such as: acts of god, danger of war, fire or severe disturbances affecting the organisation, venue or its suppliers.
41. The Company reserves the right to revise these Conditions from time to time.
42. The data supplied to the Company by the Client may be used for the Company's communication and marketing to the Client about relevant news, reviews and opportunities that the Company can provide.

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