

EVENT TERMS AND CONDITIONS

1. Application

- 1.1 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Delegate or otherwise), the former shall prevail unless expressly otherwise agreed by the Company in writing.
- 1.2 By taking up a delegate ticket for our event, you are agreeing to our terms and conditions.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Business Day”** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
- “Company”** means Intelligent Media Solutions Ltd, owners of EdExec LIVE events, a company registered in England and Wales under number 04903836 whose registered office is at 26 Poole Road, London E9 7AE
- “Event”** means the event or events arranged and promoted by the Company;
- “Delegate”** means any individual, school or education body, or other business (which expression shall, where the context so admits, include its successors and assigns) who book event tickets with the Company.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions;
- 2.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions;
- 2.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

2.6 References to persons shall include individuals, schools and any other

educational establishment or event attendees.

3. Price

All prices stated by the Company in the Quotation, unless specially stated otherwise, are exclusive of VAT which, where applicable, will be separately charged at the appropriate rate.

4. Paid Ticket Holders

- 4.1 If you are unable to attend the event, then you need to let us know as soon as possible and in writing.
- 4.2 We will offer a full refund for cancellations made in writing at least 30 days prior the event date.
- 4.3 Where cancellations are made within 30 days but not less than 7 days, we reserve the right to charge you a cancellation fee, regardless of whether your ticket was discounted or full price.
- 1.4 Where cancellations are made within 7 days or delegate is a no-show, we reserve the right to charge you for the full, non-subsidised ticket rate, regardless of whether your ticket was discounted or full price.
- 1.5 If the Delegate fails to make any payment on its due date then the Company shall, without prejudice to any right which the Company may have pursuant to any statutory provision in force from time to time, have the right to charge the Delegate interest on any sums over due until payment is made in full, both before and after any judgment, at the rate of 3% per annum over the bank of England base rate from time to time in force.

5. Promotional (free) ticket holders

- 5.1 As many of our tickets are heavily subsidised or free of charge, we require written notice at least 30 days prior the event date.
- 5.2 If less than seven days' notice of your non-attendance is given, an automatic invoice will be raised for the full, non-subsidised ticket rate.
- 5.3 Where delegate is a no-show, an automatic invoice will be raised for the full, non-subsidised ticket rate.

6. Variation and Amendments

- 6.1 If the Delegate wishes to vary any details of the delegate ticket, it must notify the Company in writing as soon as possible. The Company shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the delegate.
- 6.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Event it shall notify the Delegate forthwith. The Company shall endeavour to keep such changes to a minimum and shall seek to offer the delegate arrangements as close to the original as is reasonably possible in the circumstances. The Company reserves the right to do the following:
 - 6.2.1 amend any accidental error or omission in a ticket price;
 - 6.2.2 amend any Event in order to reflect a change in the circumstances beyond the reasonable control of the Company; and
 - 6.2.3 vary its schedule of charges from time to time.

7. Liability and Indemnity

- 7.1 Where the Event is cancelled or terminated and where such cancellation or termination occurs due to reasons which are within the Company's reasonable control, the Company shall refund to the Delegate any fees received.
- 7.2 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether

caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under these Terms and Conditions.

7.3 The Delegate shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of third parties) caused by the Delegate or its agents or employees.

7.4 The Company shall not be liable to the Delegate or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control.

8. Term, Cancellation and Termination

8.1 If the Delegate wishes to cancel their ticket, they may do so at any time by written notice to the Company provided that:

8.1.1 Cancellation has occurred at least 30 days prior to the Event date;

8.1.2 if the cancellation notice is received by the Company less than 14 days before the start date of the Event, a £40 fee shall become immediately due and payable to the extent that the same has not already been received by the Company;

8.1.3 if the cancellation notice is received by the Company 7 days or less before the start date of the Event, or delegate is a no show at the event, a fee equal to the full, non-subsidised ticket rate shall become immediately due and payable to the extent that the same has not already been received by the Company;

8.1.4 If the delegate fails to attend and fails to submit the appropriate cancellation request, an automatic invoice will be raised for the full, non-subsidised ticket rate, payable to the extent that the same has not already been received by the Company;

9. Effects of Termination

Upon the termination of the Agreement for any reason:

9.1 any sum owing by either Party to the other under any of the provisions of these Terms shall become immediately due and payable;

9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain In full force and effect;

9.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

9.4 subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

10. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

11. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

12. Costs

Subject to any provisions to the contrary each Party to the Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

13. Assignment and Sub-Contracting

13.1 The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Company.

14. Time

14.1 The Parties agree that all times and dates referred to in the Agreement shall be of the essence of the Agreement.

15. Your Information / Data

15.1 Information submitted to us during the delegate registration process will remain your property. However, in carrying out our duties, we have legitimate interest in maintaining our database with submitted delegate information.

15.2 We maintain our database in line with GDPR expectations at all times with respect to collection, processing and storage.

15.3 We will use your submitted information to contact you about current and upcoming events, and other carefully selected information which we believe could be of interest to you. For further information on how we use your personal information, please see our Privacy Policy.

16. Notices

16.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Severance

In the event that one or more of the provisions of the Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Terms. The remainder of the Terms and Conditions shall be valid and enforceable.

18. Dispute Resolution

18.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

19. Law and Jurisdiction

19.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Subject to the provisions of Clause 18, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

