

# Conference Delegates Terms and Conditions

Last Updated: September 2020

## 1. INTRODUCTION

1.1 The conference (or other event) is organised and managed by Metropolis International Group Limited, a company registered in England and Wales with registration number 02916515 and registered office at Metropolis International, 7th Floor, Vantage London, Great West Road, Brentford, United Kingdom, TW8 9AG.

1.2 References to “us” means Metropolis International Group Limited and references to “we” “us” and “our” shall be construed accordingly. Reference to “you” means the entity completing a booking request and references to “your” shall be construed accordingly.

1.3 All applications to register for the conference, and all orders to purchase the relevant documentation pack, are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you).

1.4 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

## 2. BOOKINGS

2.1 All applications to register for the conference are subject to availability and you making full payment.

2.2 Confirmation (or rejection) of your booking will be sent to you by post within five (5) working days of our receipt of your booking request.

2.3 Delegate passes issued for use at the conference are valid for named attendee only and, subject to clause 4.2 below, cannot be transferred. You may be asked for photographic ID during the conference. If you are unable to provide identification which matches your delegate pass you may be asked to leave the conference.

## 3. PRICES AND PAYMENT

3.1 Our prices for attending the conference, and for purchasing the documentation pack for the conference, are set out on the relevant registration booking form or the relevant purchase order form or can otherwise be obtained from us upon request or from our website. Prices may be subject to change from time to time.

3.2 If your booking has been confirmed an invoice will be sent to you within ten (10) working days setting out the relevant payment instructions and terms. Payment is due immediately on receipt of this invoice.

3.3 If you apply to register for the conference less than two (2) weeks before the date of the conference we will only accept payment by a credit card, unless we expressly agree otherwise in writing. If for any reason we have not received payment in full by the date of the conference you (or the attending delegate) will be asked as a condition of being allowed to attend the conference to provide payment by credit card on the day of the conference. We reserve the right to cancel your booking at any time if payment is not made.

3.4 You acknowledge and accept that If payment is not made in accordance with this Clause 3, interest on the overdue balances (including any period after the date of any judgment or decree against the Customer), and late payment fees, fall due and payable and are calculated upon the basis set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

#### 4. CHANGES TO THE CONFERENCE, POSTPONEMENT AND CANCELLATIONS

4.1 We reserve the right and shall be entitled to make changes to the conference at any time without liability to you, including without limitation in respect of the advertised content, timings on the day, date, venue and/or location of the conference or the advertised speakers. We will keep you informed of any such changes from time to time.

4.2 We reserve the right and shall be entitled, in our sole discretion, to cancel or postpone the date of the conference. We shall give written notice to you of our decision to cancel or postpone the conference. In the case of our:

4.2.1 postponement of the conference, we will offer you the choice of either:

- (i) a credit for a future conference run by us of your choice (up to the value of sum paid by you in respect of the conference); or
- (ii) the opportunity to attend the conference on the new date as varied;

4.2.2 cancellation of the conference, we will offer you a credit for a future conference run by us of your choice (up to the value of sum paid by you in respect of the conference).

4.3 If you are unable to attend the conference we welcome substitute delegates attending in your place at no extra cost provided that we have at least 2 days prior notice of the name of your proposed substitute and have received payment in full. Please notify us of any substitutions by email at: [conferences@emap.com](mailto:conferences@emap.com).

4.4 No refunds will be given by us in respect of any postponement, cancellations or non-attendance.

## 5. CONTENT

5.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the conference (including but not limited to any documentation packs or audio or audio-visual recording of the conference) ("Content") are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

5.1.1 upload any Content into any shared system;

5.1.2 include any Content in a database;

5.1.3 include any Content in a website or on any intranet;

5.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

5.1.5 make any commercial use of the Content whatsoever; or

5.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

5.2 The Content does not necessarily reflect our views or opinions.

5.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an "AS IS" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities,

costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

5.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

## 6. LIABILITY

6.1 Subject to Clause 6.4, our aggregate liability to you, however caused, in respect of all claims (or series of claims) arising out of or in connection with these Terms & Conditions or otherwise in connection with any booking (or requested booking) made by you or otherwise in relation to the conference, shall be limited to the price paid by you in respect of your booking to attend the conference.

6.2 Notwithstanding any other provision in these Terms & Conditions, but subject to Clause 6.4, we shall not be liable, in each case however caused for any:

6.2.1 direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) business;
- (d) contracts;
- (e) opportunities;
- (f) data;
- (g) anticipated savings or interest;
- (h) reputation;
- (i) goodwill;
- (j) use; or

6.2.2 costs of wasted management or staff time; or

6.2.3 travel, accommodation or other costs and expenses; or

6.2.4 indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

6.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to a conference.

6.4 Nothing in this these Terms and Conditions shall limit or exclude either party's liability for:

6.4.1 death or personal injury caused by that party's negligence, to the extent prohibited by law;

6.4.2 fraud or fraudulent misrepresentation; or

6.4.3 any other liability which cannot be limited or excluded by applicable law.

6.5 We shall not be in breach of these Terms & Conditions for any change to the conference under clause 4.1 or any postponement and/or cancellation of the conference under clause 4.2 of these Terms & Conditions and you acknowledge that the rights in respect of postponement and/or cancellation of the conference under clause 4.2 are your sole rights and you waive all other rights and remedies in respect of any postponement and/cancellation of the conference. For the avoidance of doubt, we shall not be liable to you or any third party for any travel, accommodation or other costs and expenses incurred in connection with any change to the conference under clause 4.1 or any postponement and/or cancellation of the conference under clause 4.2 of these Terms & Conditions.

6.6 The parties agree that each of the sub-clauses in clause 6.2 and each of the sub-paragraphs 6.2.1(a) to 6.2.1(j) in sub-clause 6.2.1 constitute separate terms and the introductory wording of clause 6.2 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 6.2 or otherwise.

6.7 The term “however caused” when used or referred to in this clause 6 shall cover all causes and actions giving rise to our liability arising out of or in connection with these Terms & Conditions or the conference: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in these Terms & Conditions), negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether caused by any total or partial failure or delay of the conference; and (iii) whether deliberate (but not in bad faith) or otherwise, however fundamental the result.

## 7. ANTI-BRIBERY

7.1 You warrant that you shall:

7.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

7.1.2 comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and

7.1.3 promptly report to us any request or demand for any undue influence or other advantage of any kind received by or on behalf of you in connection with the performance of these Terms and Conditions.

7.2 Breach of this clause 7 shall be deemed a material breach of these Terms and Conditions.

## 8. FORCE MAJEURE

8.1 We shall not be liable for any hindrance, failure or delay in performing any of our obligations arising out of or in connection with these Terms & Conditions as a result of an event or series of connected events beyond our reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), default of suppliers or sub-contractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) (“Force Majeure Event”).

8.2 In the event of a Force Majeure Event, we shall be entitled, without liability, at our sole discretion to vary, perform, suspend performance of, postpone, cancel the conference and/or the contract between us and/or terminate the contract between us subject to these Terms & Conditions on giving written notice to you.

## 9. GENERAL

9.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

9.2 You acknowledge that in registering a delegate place you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.

9.3 Metropolis International Group Limited ("Metropolis") is part of an enlarged Group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot allow attendees at our conferences or awards to be based, residing or connected with a country or organisation subject to EU and/or US Government sanctions and Metropolis reserves the right to refuse bookings from or entry to any such persons or organisations

9.4 If any one or more provisions of these Terms & Conditions shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of these Terms & Conditions shall not as a result in any way be affected or impaired. However, if any provisions of these Terms & Conditions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

9.5 These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

9.6 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

8.6 Save as set out in Clause 4.2 you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

8.7 These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder.

## 9. PRIVACY POLICY

Please click [here](#) for our privacy policy.