

## **INTERNATIONAL BUSINESS FESTIVAL 2018 TERMS AND CONDITIONS (SEPTEMBER 2017)**

### **1. INTRODUCTION**

1.1 Please read these Terms and Conditions carefully and make sure that you understand them before you make a purchase of a day ticket or festival pass. Your attention is drawn in particular to Clause 4.1 (Cancellation by you) and Clause 5 (Liability). We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 These Terms and Conditions, together with any terms and conditions stated on the Booking Form (together, the "Ticket Terms and Conditions") govern the agreement between Liverpool Vision Limited, a company registered in England and Wales under company number 06580889, and with its registered office at 10<sup>th</sup> Floor The Capital, 39 Old Hall Street, Liverpool, L3 9PP and the delegate named on the Booking Form ("you" and/or "your") (together, the "Parties") in connection with your purchase of a ticket for, and attendance at, the event specified in the Booking Form (the "Event").

1.3 In the event of any inconsistency, conflict or ambiguity between the Terms and Conditions and any terms and conditions stated on the Booking Form, the provisions of these Terms and Conditions shall apply.

1.4 Any queries regarding the Event or the Ticket Terms and Conditions, including any special access requirements, should be sent to [info@thebusinessfestival.com](mailto:info@thebusinessfestival.com) prior to you submitting a Booking Form.

### **2. BOOKING AND PAYMENT**

2.1 To purchase a ticket for the International Business Festival 2018, you must submit the relevant booking form via our website in accordance with the instructions set out therein ("Booking Form"). You are responsible for the accuracy of your Booking Form, including in respect of your contact details (which we will use to contact you from time to time and in accordance with these Terms and Conditions).

2.2 Submitting a Booking Form constitutes an offer by you to purchase a ticket for the Event in accordance with the Ticket Terms and Conditions. The Ticket Terms and Conditions apply to the booking of all Event tickets to the exclusion of all other terms and conditions.

2.3 We will confirm receipt of your Booking Form, however your offer shall not be deemed accepted by us until you have received a booking confirmation from us. The Ticket Terms and Conditions will be binding on both Parties from that point.

2.4 All tickets must be purchased through the online Booking Form, VAT receipts are available on request.

Unless otherwise stated therein, the Fee covers your entry for the days chosen (if buying single Day Tickets) or all of the 9 sector themed days (if buying a Festival Pass). This is exclusive of all travel, accommodation, insurance and other costs (all of which must be arranged and met by you).

2.5 From Monday 11 June 2018, it may no longer be possible to register and make payment online. On the day of the Event you will be able to pay by debit/credit card onsite.

2.6 All registrations must be paid in advance of the first day of the Event (12 June 2018), any unpaid registrations will be asked for credit card payment onsite to gain entry.

### **3. ATTENDANCE AT THE EVENT**

Compliance with instructions and regulations

3.1 Whilst attending the Event you will comply with:

3.1.1 all applicable law, including (but not limited to) all health and safety legislation and requirements;

3.1.2 all instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements; and

3.1.3 the terms and conditions of the Event venue (a copy of which shall be made available to you at or prior to the Event).

Safety and security

3.2 You are responsible for ensuring your own safety and security whilst attending the Event. Save as set out at Clause 5.1, we shall not be liable for any loss or damage suffered by you.

Filming and photography

3.3 3.3 We may, at our discretion, choose to photograph, film, broadcast or record the Event. Subject to Clause 3.4, you grant us an irrevocable licence to use and sub-license the use of your name, voice, likeness, image and any contribution made by you at or to the Event in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.

3.4 You must notify us at least 48 hours prior to the Event if you do not consent to the use of your name, voice, likeness, image and/or contribution in accordance with Clause 3.3. All such notices must be sent to [info@internationalbusinessfestival.com](mailto:info@internationalbusinessfestival.com).

3.5 On the basis that other Event attendees may not consent to the use of their name, voice, likeness, image and/or contribution in accordance with Clause 3.4, we are unable to permit you to photograph, film, broadcast or record the Event without our express prior approval.

3.6 We reserve the right to refuse you entry to the Event, or subsequently remove you from the Event, where you fail to comply with the Ticket Terms and Conditions.

#### Badges

3.7 Badges must be worn at all times during the Event. Badges are valid for the registered delegate only. Any misuse will result in delegates being denied access to the Event.

#### Notification

3.8 You are not allowed to photograph, film, broadcast or record the Event without our express prior approval.

3.9 We reserve the right to refuse you entry to the Event, or subsequently remove you from the Event, where you fail to comply with the Ticket Terms and Conditions.

### **4. AMENDMENTS, CANCELLATION AND POSTPONEMENT**

#### No cancellation by you

4.1 Save as expressly set out at Clause 4.3 and 4.4, you shall not be entitled to cancel your booking or receive a refund of the Fee at any time after you have received a booking confirmation from us in accordance with Clause 2.3, whether under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise.

#### Change in delegate

4.2 In the event that you are subsequently unable to attend the Event, you may transfer your booking to a colleague from the same organisation (as specified in the Booking Form) without charge. All such amendments must be notified to us at least 48 hours prior to the date of the Event at [jsinclair@internationalbusinessfestival.com](mailto:jsinclair@internationalbusinessfestival.com). Under no circumstances may your Event booking be resold by you or on your behalf. If we have not charged you a Fee in order to attend the Event and you are unable to attend or offer an alternative attendee from the same organisation in accordance with this Clause 4.2, you are not permitted to transfer or re-sell you ticket to an individual or group from another organisation.

#### Amendments to the Event

4.3 We may, at our sole discretion and without liability to you, make changes to the Event timings, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised). Any change in the Event date(s) shall be subject to Clause 4.4 or 4.5, as applicable.

Cancellation or postponement of the Event for reasons outside our control

4.4 In the event that it is necessary to cancel or postpone the Event as a result of any reason outside of our control (as decided by us in our sole discretion):

4.4.1 we will endeavour to arrange a replacement Event and, in such circumstances, your booking and the Ticket Terms and Conditions shall apply to such replacement Event; or

4.4.2 in the event that a replacement Event is:

- (a) not confirmed within 90 days of the date of cancellation;
- (b) scheduled to take place on a date which is not convenient to you; or
- (c) scheduled to take place in a location which is not within a reasonable distance of the location of the cancelled or postponed Event,

we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

Cancellation or postponement for any other reason

4.5 In the event that it is necessary to cancel or postpone the Event as a result of a reason not covered by Clause 4.4, we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

4.6 No refunds or credits will be given for non-attendance at the Event.

## **5. LIABILITY**

5.1 Nothing in the Ticket Terms and Conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence, the negligence of our employees in the course of their employment, or any other liability which cannot be excluded by law.

5.2 Under no circumstances shall we be liable to you for any indirect or consequential costs or losses suffered by you, whether in contract, tort or otherwise. Indirect costs and losses shall include (but not be limited to) any loss of anticipated profits, savings, business or opportunity and loss of publicity.

5.3 The views expressed by any speakers at the Event are their own. We shall not be liable for the views, acts or omissions or any such speaker or any other attendee at the Event. Any information given or distributed as part of the Event shall not constitute advice and should not be relied upon.

5.4 Subject to Clause 5.1, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under the Ticket Terms and Conditions shall be limited to a sum equal to the amount of the Fee.

5.5 You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by you of the Ticket Terms and Conditions.

5.6 You and the organisation specified on the Booking Form (if any) shall be jointly and severally liable for performance of your obligations in accordance with the Ticket Terms and Conditions, and you hereby warrant and represent that you have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out in this Clause 5.6.

## 6. ANTI-BRIBERY

6.1 We shall comply with our anti-bribery and anti-corruption policies (available to you on request) as updated from time to time.

6.2 Failure to comply with clause 6.1 shall constitute a material breach of these Terms and Conditions.

## 7. USE OF INFORMATION

7.1 We may share the information provided by you to us, including via your Booking Form, with our employees, officers, representatives and/or sub-contractors in connection with the administration of the Event and to ensure your notified requirements (if any) are met. All such personal information be subject to Liverpool Vision Data Protection Protocols that are available upon request.

7.2 In addition, but subject to Clause 7.3:

7.2.1 your job title and organisation will be included on a online delegate list, which will be available to all attendees at the Event; and

7.2.2 your information will be shared with Event sponsors/partners if a) you attend a session given by a sponsor /partner and/or b) your badge is scanned by a sponsor. This will enable them to

follow up with presentations or relevant information on products or services which they believe may be of interest to you.

7.3 You must notify us at least 48 hours prior to the Event if you do not consent to the use of your information in accordance with Clause 7.2. All such notices should be sent to: [jsinclair@theinternationalbusienssfestival.com](mailto:jsinclair@theinternationalbusienssfestival.com).

## **8. MISCELLANEOUS**

### Entire agreement

8.1 The Ticket Terms and Conditions constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

8.2 Both Parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Ticket Terms and Conditions, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in the Ticket Terms and Conditions.

### Assignment

8.3 We may transfer our rights and obligations under the Ticket Terms and Conditions to another organisation, provided that this will not affect your rights or our obligations to you. Save as set out at Clause 4.2, you may not transfer, assign, sub-licence, sub-contract, divest or otherwise deal with your rights or obligations under the Ticket Terms and Conditions without our prior written consent.

### Third party rights

8.4 The Ticket Terms and Conditions are personal to the Parties, and no third party shall have any rights, including under the Contracts (Rights of Third Parties) Act 1999, to enforce the same.

### Waiver

8.5 No failure or delay by us in exercising any right or remedy provided under this the Ticket Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.

### Severance

8.6 If any provision or part-provision of the Ticket Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 8.6 shall not affect the validity and enforceability of the rest of the Ticket Terms and Conditions.

#### Rights and remedies

8.7 The rights and remedies provided under the Ticket Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

#### 9. APPLICABLE LAW AND JURISDICTION

9.1 These Terms and Conditions, their subject matter and their formation, are governed by English law.