

REPUTATION ONLINE LIVE DELEGATES TERMS AND CONDITIONS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in these Terms and Conditions (**Conditions**):
- Appendix:** details of the services provided in respect of an Event as supplied to the Delegate by the Company.
- Company:** Centaur Communications Ltd, a subsidiary of Centaur Media plc.
- Customer:** an individual who is also a Delegate or a person that contracts with the Company on behalf of an individual or individuals who attends the Event on its behalf.
- Delegate:** an individual for whom the Company has undertaken, either directly or indirectly through a relevant Customer, to provide various services in accordance with these Conditions being an Attendee, a Sponsor's Representative or a Speaker. Where the sense demands it, Delegate includes a substitute in accordance with clause 5.3.
- Delegate Confirmation Form:** the Company's prescribed form for the Event to be completed, signed and returned to the Company by the Customer.
- Event:** an event as described on the Delegate Confirmation Form to be held at the Venue or at such other location and dates as the Company designates.
- Force Majeure:** an event beyond the reasonable control of the Company, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic or default of suppliers or subcontractors.
- Sponsor's Representative:** an individual who is attending the Event on behalf of a sponsor.
- VAT:** value added tax chargeable under English Law for the time being and any similar additional tax.
- Venue:** as stated on the Delegate Confirmation Form.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Subject to clause 1.9, the relevant Delegate Confirmation Form together with these Conditions, and any Appendix, forms the entire agreement between the Company and the Customer.
- 1.4 The Customer undertakes to procure that the Delegate will where applicable comply with these Conditions.
- 1.5 Words in the singular shall include words in the plural and vice versa.
- 1.6 A reference to **in writing** excludes fax, e-mail or text message.
- 1.7 Where the words **include(s)** or **including** are used in these Conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 Any obligation in these Conditions on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.9 For bookings online the terms and conditions of the relevant website terms and conditions and privacy policy form part of the agreement between the Customer and the Company.

2. Disputes

- In the event of a dispute between these Conditions, any provision of the Delegate Confirmation Form, any provision of the relevant website terms and conditions:
- (a) the provisions of the Delegate Confirmation Form shall prevail over these Conditions and the relevant website terms and conditions; and
- (b) the provisions of these Conditions shall prevail over the relevant website terms and conditions.

3. Payment

- 3.1 All bookings by Customers must be made either on (a) the Delegate Confirmation Form; or through the relevant website (the "Website Booking"). Payment may be made by direct debit (3.1.1) or by any other method accepted by the Company from time to time including cheque, credit card, debit card or bank transfer (3.1.2).
- 3.1.1 If payment is by direct debit the full amount due (the **Total Cost**) will be invoiced by the Company on receipt of the Delegate Confirmation Form or Website Booking and collected by direct debit in the amounts and with the frequency outlined in the direct debit payment schedule attached to the appropriate Delegate Confirmation Form or as laid at on the relevant website.
- 3.1.2 If payment is by any other method the Total Cost of the booking (including VAT) is due immediately no later than the earlier of (a) 30 days of the invoice date and (b) 7 days prior to the Event.
- 3.2 In the event that the agreed terms of payment on the Delegate Confirmation Form differ from those set out in this clause 3 then those on the Delegate Confirmation Form take precedence.

- 3.3 If an invoice is overdue the Company reserves the right to charge interest on the overdue sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and prevent attendance at the Event by the Delegate.
- 3.4 The Company reserves the right to levy a 10% charge to reflect the additional administrative costs involved in collection of outstanding debts, together with the costs and charges of any debt collection agency incurred by the Company as a result of an instruction to collect a valid debt.
- 3.5 In the event of the Customer becoming the subject of insolvency, administration or bankruptcy or similar orders, notices, proceedings, resolutions or arrangements in whatever jurisdiction being unable to pay its debts or making a composition with its creditors or going into liquidation or being under the appointment of a receiver or administrator, the Company reserves the right to suspend publication of any future advertisements, inserts or give any future sponsorship benefits without being under any liability to refund or abate any charges paid or due hereunder.
- 3.6 In the event that the Customer make an overpayment in respect of an invoice it will receive monthly statements from the Company showing the balance of the account for a period of 6 months only from the date of the invoice. Thereafter any overpayments will be repayable on demand within statutory time limits.

4. Provision of services

The Company agrees to provide the Delegate, on behalf of the Customer, the services as shown on the Appendix.

5. Cancellation of a contract

- 5.1 Where the Customer cancels the contract it must be in writing addressed to the Company mentioning the name of the Event on the enveloped and will be effective when received by the Company. Notice by electronic means such as e-mail and text will not constitute "in writing". In the event that the effective date of cancellation is 7 days or less before the Event the Cancellation Charge will be 100% of the Total Cost.
- 5.2 Notwithstanding any action taken by the Company under clause 3.4 where the Customer cancels the contract, or where the Customer cancels a direct debit payment under clause 3.1 or fails to make a payment under clause 3.1 or 3.2 on the due date, the Company reserves the right to cancel the contract or accept the action of such Customer as cancellation of the contract.
- 5.3 The Company will invoice the Cancellation Charge which will be payable within 30 days of the invoice date. For the avoidance of doubt the amount of the Cancellation Charge represents an estimate of the liquidated damages, which the Customer accepts as representing a fair estimate of the loss suffered by the Company and is in lieu of any other claims that the Company may have for the cancellation.

6. Obligations of the Customer

- 6.1 The Customer undertakes that it will procure that the Delegate will:
- Supply all reasonably requested and relevant information to facilitate the smooth running of the activities undertaken at the Event.
 - Attend sessions and workshops hosted by sponsors etc.
- 6.2 In the event of cancellation of a Delegate by the Customer, the Customer agrees to make best efforts to send a substitute delegate of comparable authority to take the Delegate's place.

7. Limitation of Liability - Customers' attention is particularly drawn to the provisions of this clause

- 7.1 Other than as expressly stated in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- 7.2 Nothing in these Conditions limits or excludes the liability of the Company for death or personal injury resulting from negligence.
- 7.3 The Company, its employees or agents shall not be responsible for any loss, theft or damage to the property of the Delegate or the Customer. Customers are advised to carry insurance on behalf of itself and the Delegate (as appropriate) to cover property against loss, theft or damage. Further, the Company, its agents and employees will not be liable for any loss or damage or injury to persons or property during the term of this Event from any cause whatsoever by reason of the use or occupancy of the Venue by the Delegate.
- 7.4 Subject to clauses 7.1 and 7.2, the Company shall not be liable to the Customer for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and/or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss of corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8. Indemnity

- 8.1 The Customer shall severally indemnify the Company, its employees and agents in respect of all or any liability, costs, expenses or losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury or death of any person and loss of opportunity to deploy resources elsewhere) incurred or sustained by the Company arising directly or indirectly from the Delegate's or the Customer's fraud, negligence, failure to perform or delay in the performance of any of his/her obligations under these Conditions, except where incurred or sustained by the

Company as a result of any damage or injury caused by the Company or official sub-contractors appointed by the Company.

- 8.2 For the purpose of this clause 8, references to a Delegate's or Customer's fraud, negligence, failure to perform or delay in the performance of any of his/her or its obligations under these Conditions include any such fraud, negligence, failure to perform or delay in performance by the Customer's employees, agents or contractors.

9. Undesirable Activities

- 9.1 If it appears to the Company that the Delegate may be engaged in activities which are deemed by the Company in its absolute discretion to be contrary to the best interests of the Event, or which appear to the Company in its absolute discretion unethical or in breach of any law, the Company to exclude or eject any persons from the Event. The Customer will be liable for any liabilities arising thereby, save where the Customer establishes negligence or bad faith by the Company.

- 9.2 To the fullest extent permitted by law the Company will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Customer, its employees, visitors, customers, staff, agents or contractors however so arising resulting from an exclusion under clause 9.1.

- 9.3 The Customer shall hold the Company harmless and indemnify it and its employees and agents against any claims by third parties for libel, defamation and breach of intellectual rights or privacy laws arising from the actions or omissions of the Delegate in connection with the Event or in any way related to the Delegate's participation in the Event.

10. Cancellation or termination of the Event

- 10.1 The Company shall have no liability to the Customer if the Company cancels, postpones or re-sites the Event, or reduces the planned period for preparation, display or dismantling the Event, due to an event of Force Majeure or because the Company ceases to have the right to hold the Event.

- 10.2 In the event that clause 10.1 is applicable:

10.2.1 the Company shall not be liable to refund any amount paid to the Company by the Customer;

10.2.2 the Customer shall remain liable to pay the Company all outstanding amounts in respect of the Event.

10.2.3 the Company shall not be liable to the Customer for (i) loss of profits; (ii) loss of business, (iii) depletion of goodwill, (iv) loss of opportunity, (v) loss of or corruption of data, (vi) loss of use, (vii) loss of contracts, (viii) loss of expected savings or interruption to the Participant's business, (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, (the subject matter of paragraphs (i) to (ix) being together **Losses**).

- 10.3 In the event that the Company decides to re site the Event to another venue or change the dates for reasons other than those stated in clause 10.1, and the Customer is unwilling to participate at the new venue or participate on a different date it must give notice to the Company of such unwillingness within 14 days of being notified of the change by the Company. Such notice will be deemed to be a valid cancellation by the Customer and the Company shall make a full refund of any amount paid to the Company by the Customer. The Company shall not be liable for any Losses of the Customer arising from such re-siting or such unwillingness to be re-sited.

11. Other issues

- 11.1 All material originated by the Company remains the Company's copyright.

- 11.2 The Company reserves the right to alter the content of the programme and / or timings.

- 11.3 Failure by the Company to insist upon strict performance by the Customer of any of these Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Customer under these Conditions.

- 11.4 The Company shall be under no liability for any failure, delay or omission on its part or resulting from any event of Force Majeure.

- 11.5 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to these Conditions and nothing in these Conditions shall confer on any third party the right to enforce any provision of these Conditions.

10 Law Applicable

These Conditions and any dispute or claim arising out of or in connection with them or their subject matter will be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

11 Amendments

The Company reserves the right to amend the Delegate Confirmation Form and these Conditions notice of such having been given to the Customer of such amendments.