

## TERMS AND CONDITIONS

These terms and conditions apply between the person, firm, company or other entity specified on your booking form (“**you**” or “**your**”) and The Network Forum Ltd., a company registered in England and Wales under number 10550416 whose registered office is 3<sup>rd</sup> Floor, Basildon House, 7 Moorgate, London EC2R 6AF (“**The Network Forum**”) for delegate registrations for the event specified on your booking form (“**Event**”).

By registering to attend the Event (“**your Registration**”) you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these terms, The Network Forum will be unable to accept your Registration.

1. Your Registration is an offer to The Network Forum to attend an Event which is subject to The Network Forum’s acceptance in writing (including, but not limited to, email). A binding contract between The Network Forum and you will only be formed when written confirmation of acceptance (“**Confirmation**” or “**confirmed**”) is sent by The Network Forum to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact The Network Forum if you have not received Confirmation within 7 days of your Registration, but in any event if Confirmation is not sent within 14 days of The Network Forum receiving your Registration, your Registration will be deemed to be accepted unless The Network Forum notifies you otherwise. The Network Forum reserves the right in its sole discretion to refuse to accept your Registration.
2. You will remit the Fees specified in your booking form for the Event (“**your Fees**”) to The Network Forum. Payment of your Fees must be received in full and in cleared funds by The Network Forum from you in accordance with the published payment terms, but in any event not later than 48 hours before the Event. If full payment of your Fees is not received before the Event, The Network Forum may either require such payment as a condition of your entry to the Event or refuse entry to the Event.
3. All discounts can only be applied at the time of registration and discounts cannot be combined. All discounts are subject to The Network Forum’s approval. Discounts for group registrations are only valid for the number of delegates specified on your booking form. If the number of delegates that actually attend the Event is less than the number specified in your booking form, then The Network Forum may amend the fees payable reflecting the number of delegates that actually attend the Event in line with The Network Forum’s published rates applicable at that time. Any additional sums due shall be paid in line with Clause 2.
4. Prices for each Event are correct at the time of publication. The Network Forum reserves the right to change the prices at any time but changes will not affect registrations which have already been confirmed by The Network Forum. VAT of the country the Event takes place in is also subject to change. You will be charged the VAT rate that is applicable at the time you make your booking.
5. If and to the extent that any applicable taxes, including without limitation, sales, VAT, service or withholding taxes (“**Taxes**”) are levied upon, or found to be applicable to, the whole or any portion of the payment of your Fees, the amount of such payment shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to “gross up” for Taxes levied on the increase itself).

6. You may cancel your Registration in accordance with this Clause 6. You will receive a refund of your Fees paid to The Network Forum (if any) if you cancel your Registration 28 days or more before the Event, subject to a 3% charge of the value of the delegate registration fee. If you cancel your Registration less than 28 days before the Event. The Network Forum regrets that the full amount of your Fees remains payable, but can be held in credit against another event organised by The Network Forum at any point during the ensuing 12 months, up to and including the subsequent year's edition of the same Event. All cancellations must be sent by email to [info@thenetworkforum.net](mailto:info@thenetworkforum.net) marked to the attention of "The Registration Team" and must be received by The Network Forum. You acknowledge that the refund of your fees in accordance with Condition 6 is your sole remedy in respect of any cancellation of your Registration by you and all other liability is expressly excluded.
7. You are welcome to substitute your attendance at the Event with another employee of your organisation at any time before the Event begins but delegate passes cannot be shared with any person during the Event (eg. One representative on the first day of the event, with another substituting for the second day). You may not purchase registrations as an agent for any third party or transfer your registration to a third party. You may also not "sell" your registration to a third party.
8. The Network Forum may (at its sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
9. The Network Forum may (at its sole discretion) change the date or cancel a Event at any time for any reason. Where The Network Forum changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the terms of Clause 10 shall apply) The Network Forum shall offer you the option of attending any rearranged Event that The Network Forum chooses to organise (acting in its sole discretion). If you promptly notify The Network Forum in writing before the date of the Event that you do not wish to attend the rearranged Event or if The Network Forum elects not to rearrange the Event then you will (as your sole remedy) be entitled to receive either a full refund in respect of your fees received by The Network Forum, or to attend another Event organised by The Network Forum during the ensuing 12 months, up to and including the subsequent year's edition of the same Event.
10. Where a Force Majeure Event has or may have (in The Network Forum's sole discretion) an adverse impact on: (i) the ability of The Network Forum to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then The Network Forum shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. Any of your fees received by The Network Forum shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 10 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. If The Network Forum is unable or elects not to rearrange or reschedule the Event pursuant to this Clause 10, then you will (as its sole remedy) be entitled, in your sole discretion, to receive either a refund in respect of your fees received by The Network Forum or to attend another Event organised by The Network Forum during the ensuing 12 months, up to and including the subsequent year's edition of the same Event. For the purpose of this Clause 10 "**Force Majeure Event**" means any event arising that is beyond the reasonable control of The Network Forum including (but not limited to) speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war. These terms and conditions shall apply in respect of any rearranged or rescheduled Event organised by The Network Forum pursuant to this Clause 10.
11. To the fullest extent permitted by the applicable law, The Network Forum shall not be liable to you for any consequential loss, delay, damage or other liability arising in connection with the cancellation or date change of the Event or any venue change. You acknowledge and agree that the provisions of conditions 9 and 10 set out your sole remedy should the Event date be changed or cancelled and all other liability of The Network Forum is expressly excluded.

12. The Network Forum may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of The Network Forum represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by The Network Forum or the venue owners at the Event.
13. All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. You consent to filming and sound recording and photography of the Event as a delegate and you consent to the use by The Network Forum of any such recording or photography anywhere in the world for promotional, marketing and other purposes.
14. Both parties will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) (GDPR). This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the GDPR.
15. Both parties must ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the GDPR) between them for the duration and purposes of the Event. The Network Forum shall, in relation to any Personal Data processed in connection with the Event ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
16. The Personal Data which you provide to us will be held by us on a database. You agree that The Network Forum may share names, job titles, company and location details with other delegates attending the Events for the purposes of networking. Your contact details may also be shared with sponsors of the Event. For more information about how The Network Forum uses the information you provide and your rights as a data subject are set out in Network Forum's privacy policy (as amended from time to time).
17. To the fullest extent permitted by the applicable law, The Network Forum excludes: (a) all liability for loss, injury or damage to persons or property at the Event; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If The Network Forum is liable to you for any reason, The Network Forum's total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by The Network Forum.
18. If, by reason of any Force Majeure Event, The Network Forum is delayed in or prevented from performing any of its obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by you by reason thereof. The Network Forum's obligations shall be suspended during the period of the delay or non performance and The Network Forum and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 18 are subject to the provision of Condition 10.
19. The Network Forum reserves the right to amend these terms and conditions from time to time. However, you will only be subject to the terms and conditions in force at the time you submit(ted) your registration.
20. No person other than you and The Network Forum shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise) to enforce these terms and conditions between us without the prior written agreement of you and The Network Forum.
21. This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English courts. Nothing in this Condition 19 shall prevent or restrict The Network Forum from pursuing any action against you in any court of competent jurisdiction