

Goodacre UK Events Terms and Conditions

1. These terms and conditions ("Terms") explain the terms and conditions applicable to event booking requests made by you either personally or for and on behalf of your company with Goodacre UK Limited, company registered number 0376652 and having its principal business address at 80 Coleman Street, London EC2R 5BJ ('we', 'our' and 'us').
2. These terms and conditions apply to our in person and virtual Events.
3. Making a booking request for an Event constitutes your acceptance of these Terms and your agreement to comply with them. Please read these Terms carefully before you complete an event booking request. These terms tell you how event bookings can be made, changed and cancelled, and other important information. Where you are making a booking on our website, these Terms should be read in conjunction with our website Terms of Use and Cookies and Privacy Statement. Your attention is particularly drawn to the provisions of Clause 9 (Limitation of Liability). We reserve the right to amend these Terms from time to time.
4. If you think there is a mistake in these terms or require any changes, please contact us to discuss before your booking is made. Requests to change these terms after your booking has been made will not be considered.
5. Submitting an event booking through our online event booking system does not guarantee you a place at any of our Events. We will issue an automated email confirmation of your booking request. Your place at the Event is not guaranteed until (a) payment of the Event Fee (if applicable) is received or (b) you receive an email from us confirming your place is booked. Payment of the Event Fee must be made at before the Event to avoid a late payment penalty charge.
- 6.. If we cannot accept your booking, we will let you know by email.
7. It is your responsibility to ensure that the information you provide to us during the booking process is complete and accurate.
8. Where insufficient notice of cancellation is given, or none at all, payment must be made in full.
9. When we accept your Event booking, we incur costs associated with your booking. If you:
 - (a) Fail to attend the Event which your booking has been accepted for, or
 - (b) Cancel the Event with less than 14 days' notice in writing to us.
10. A Fee for an individual booking may be waived for in person events where proof of a positive COVID-19 PCR Test within 5 days of the Event date is sent to events@goodacreuk.com. Fees for table or group bookings will not be waived under any circumstances.
11. The Fee for the Event will be shown either on our website on the page for the Event, on your booking confirmation or on your invoice.
12. Payment of the Fee should be made by electronic payment on our website or by BACS.
13. Payment of the Fee must be made at least seven (7) days before the Event to guarantee you a place at the Event. If payment of the Fee is not received at least seven (7) days before the Event, we reserve the right to apply a late payment penalty, details of which will appear on your invoice.

14. Your receipt of our invoice and/or confirmation completes our contract with you. Non-payment of invoices are subject to debt collection activity.

15. We will use reasonable endeavours to describe event content in the event descriptions on our website accurately, but these are intended only to give an approximate idea of the Event.

16. We reserve the right to amend the programme of the Event or to cancel the event and any booking.

17. We do not have control over any links shared during an Event and does not accept any liability for the content being viewed.

18. It is your responsibility to comply with all instructions given at the Event and to comply with all applicable laws, including health and safety laws, fire regulations and any codes of conduct for wi-fi access.

19. If attendance at the Event makes you privy to any information which is marked, or might reasonably be understood to be, confidential, you shall not use such information for any other purpose other than participation in the Event.

20. Special dietary requirements must be notified to us in writing, either during the booking process or by contacting us by email at least 10 days before the Event.

21. By making a booking for the Event you consent to the personal data (as defined in the Data Protection Act 2018 as amended) submitted through our booking system being used:

- For all necessary purposes for the administration of the Event including registration, delegate badges and catering;
- To contact you about the Event; and
- To provide delegate lists in hard copy and electronic form to other attendees at the Event including delegates, speakers and third-party sponsors or funders of the Event.
- To share your details with any other organisation involved in co-running the event or where your membership of such organisation is relevant to your eligibility for the event.

22. By attending the Event, you agree that we may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice) and that we may licence others to do the same. You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn.

23. Where you are attending a Webinar, we may record that Webinar and publish that Webinar on our website for other users to watch. Where you elect to participate in that Webinar, you will be informed prior to participate that you are being recorded. By consenting to participate, you also agree that we may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice) and that we may licence others to do the same. You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn.

24. The cancellation policy applies to all Event bookings once you have received confirmation of receipt of your order including, for example, a confirmation email or an invoice. Please note that when you submit an Event booking application for an event on a specified date and time that you are not entitled to a 'cooling off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

25. Events are non-refundable (including online events). If you find you are not able to attend the Event after booking a place, please notify us in writing as soon as possible, via email. No refund will be made for any cancellation, (except where cancellation is necessitated by a positive COVID-19 PCR test or other mandatory government requirements to self-isolate in which case our COVID-19 refund policy will apply), and under no circumstances will we reimburse you for any expenses incurred in making arrangements to attend the Event.

26. If you find you are not able to attend the Event after booking a place, please notify us in writing as soon as possible, via email. If a colleague is able to attend in your place *and* you notify us in writing, we are pleased to accept the substitution at no extra charge subject to such colleague submitting a new booking request for the Event including accepting these booking Terms and Conditions.

Substitution is permitted if notified in writing up to five (5) days prior to the Event.

- If we receive your written notification of cancellation up to 20 days before the Event, we will waive the Fee, less a 20% administration fee.
- No waiving of the fee will be available if we receive your written notification of cancellation less than fourteen 20 days prior to the Event or if you do not notify us of cancellation but fail to attend the Event.

If you cancel a Booking because you have tested positive for COVID-19, we will:

- Offer to amend your booking to a similar virtual Event
- Offer to rebook you on the next available in person Event
- Or, if there is no suitable substitute Event, refund the full Fee subject always to proof of a positive COVID-19 PCR Test within 5 days of the event.

27. No refund will be made if we do not receive and acknowledge your written notification of cancellation. Under no circumstances will we reimburse you for any expenses incurred in making arrangements to attend the Event.

28. We shall use all reasonable endeavours to provide the events described on our website, but we reserve the right to cancel or change the Event for any reason including but not limited to situations where the Event is under-subscribed, it becomes difficult for us to deliver the intended content, or for other reasons resulting from events, circumstances or causes beyond our reasonable control.

29. If the Event is cancelled for reasons outside our reasonable control no refund of the Fee will be given. If the Event is cancelled for reasons within our control, such as the Event being under-subscribed, we will refund the Fee but will not be liable for any expenses incurred by you in making arrangements to attend the Event.

30. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the description of the Event, or event bookings generally, whether express or implied.

31. We will not be liable to you, or any other person making a booking or attending an Event in your place, for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Cancellation, including any expenses incurred by you in arranging attendance at an Event
- Change
- Loss of profits, sales, business or revenue
- Loss of anticipated savings
- Loss of use or corruption of software, data or information
- Business interruption
- Loss of business opportunity, goodwill or reputation
- Any indirect or consequential loss or damage or
- Loss resulting from reliance or action or failure to act based on material delivered at the Event.

32. Nothing in these Terms shall limit or exclude our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable)
- Fraud or fraudulent misrepresentation
- Any matter for which it would be unlawful to exclude or restrict liability

33. Subject to the other provisions in this clause, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms shall be limited to the total fee paid by you to book the Event.

34. We may transfer our rights and obligations under these Terms to another organisation.

35. You need our consent to transfer your rights under these Terms to someone else.

36. Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

37. Any written communication to us required under these Terms should be addressed to events@goodacreuk.com in the first instance.

38. These Terms constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

39. Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and signed by the parties.

40. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of these Terms 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 shall not affect the validity and enforceability of the rest of these Terms.

41. These Terms are governed by and construed in accordance with the laws of England and you agree to accept the exclusive jurisdiction of the English courts in relation to any dispute that may arise in connection with these Terms.

January 2022