

Conference Delegate Terms & Conditions

BOOKING/PURCHASING TERMS & CONDITIONS

1. INTRODUCTION

1.1 The conference is organised and managed by IMFORMED Industrial Mineral Forums & Research Ltd (also IMFORMED Ltd) a company registered in England and Wales with registration number 9306506 and registered office at 2 The Quadrant, Upper High Street, Epsom, Surrey KT17 4RH, UK

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 cannot be transferred without prior agreement with the organisers.

3. PRICES AND PAYMENT

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, 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 AND CANCELLATIONS

4.1 It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing and/or location of the conference or the advertised speakers. We reserve the right to do this at any time. Where we alter the time and/or location of the conference, we will provide you with notice of the same and will offer you the choice of either a credit for a future event of your choice (up to the value of sums paid by you in respect of the conference) or the opportunity to attend the conference as varied.

4.2 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: ismene@imformed.com

4.3 No refunds will be given in respect of any cancellations or non-attendance.

4.4 We shall not be liable to you for travel, accommodation or other costs and expenses incurred (included wasted costs and expenses) if we are required to cancel or relocate the conference as a result

of an event outside our control (including, without limitation, to acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts of terrorism or threats of any such acts, any strike action, lock-outs or other industrial action and a pandemic, epidemic or other widespread illness).

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 IMFORMED 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. Unless given strict permission in writing by IMFORMED, 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, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of in connection with any booking (or requested booking) made by you or otherwise in relation to a conference, shall be limited to the price paid by you in respect of your booking to attend the conference.

6.2 Subject to Clause 6.4, we shall not be liable to you for (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or; (ii) any 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, or the negligence of that party's employees, agents or subcontractors;

6.4.2 fraud or fraudulent misrepresentation; or

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

8. GENERAL

8.1 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.

8.2 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.

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

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.