



THURSDAY 7 NOVEMBER 2019  
OXFORD EXAMINATION SCHOOLS

## Terms & Conditions

### DATA PROTECTION NOTICE

By providing the Personal Information required to register for the OBN Awards you agree that OBN may contact you by post, telephone or email, to keep you updated on arrangements being made for this event. OBN will use Information in a manner reasonably required to run the Event. OBN does not sell, share, or rent Information to third parties. Any use of Information not disclosed here will only be made with your express permission. By providing the Personal Information requested in the form, you agree that OBN may use the Information for marketing, analysis and in order to audit the administration of grants.

If you do not wish your Information to be used in this way please write to OBN, 5F Park Square, Milton Park, OX14 4RR or send an email to [events@obn.org.uk](mailto:events@obn.org.uk)

### Terms and Conditions relating to the OBN Awards 2019

1. For the purposes of these terms and conditions (the "Terms"), "the Company" shall mean OBN (UK) Ltd, "the Event" shall mean the OBN Awards 2019 to be held in Oxford on 7 November 2019, "Organisation" shall mean the person who has completed the delegate registration application form or, if that person is attending as a representative of an organisation, that organisation, and "Premises" shall mean the Event venue.
2. The Organisation shall pay 100% of any fee due to the Company upon registration, or within 30 days of invoice if applicable, and in any event in advance of the Event taking place.
3. All amounts payable by the Organisation under these Terms are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). The Organisation shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the Event at the same time as payment is due for the Event. The Company's VAT number is GB 935 2567 09.
4. In the event that the Organisation cancels any reservation or part of any reservation the following cancellation charges shall apply:
  - 4.1. If cancelled before 4 months from the date of the Event: 20%
  - 4.2. If cancelled between 60 days and 4 months from the date of the Event: 40%
  - 4.3. If cancelled between 30 days and 60 days from the date of the Event: 75%
  - 4.4. If cancelled less than 30 days from the date of the Event: 100% of the relevant fee.
5. The Organisation's membership must be valid and paid for at the time of the conference for the member registration discount to apply.
6. The Organisation acknowledges that failure to pay in accordance with Clause 2 above shall entitle the Company to refuse entry to or use of any space at the Event to the Organisation and/or its representative(s).
7. The Organisation may substitute a delegate with an employee of the same organisation, up to 15:00 hrs GMT on 6 November 2019, provided that this is conveyed to the Company by email via [events@obn.org.uk](mailto:events@obn.org.uk), stating the name of the person being replaced, the name of the replacement delegate and any dietary restrictions. These Terms will apply to any replacement delegate as if they were the original delegate.
8. The Company shall have the right to make any changes to the Event which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Event, and the Company shall notify the Organisation in any such event.
9. The Company reserves the right to cancel the Event at any time in which case, subject to Clause 20, it shall refund any monies paid as at Clause 2 above. The Company shall have no further liability to the Organisation in such circumstances.
10. The Organisation shall obey the instructions and/or directions of any responsible member of the Company's staff and/or any responsible member of staff associated with the Premises and shall ensure that its representatives required to attend the Event shall do the same.



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11. The Organisation shall comply with any rules and regulations associated with the Premises and shall ensure that its representatives required to attend the Event shall do the same.
12. The Organisation shall not apply any substance or coating, including without limitation any paint, lacquer or adhesive, to the Premises or to any property at the Premises.
13. The Company reserves the right to refuse entry to the Event to the Organisation and/or any person attending the Event because of the Organisation if the Company believes that it would be detrimental to the Company's business or property or the business or property of the venue provider to permit entry.
14. The Company does not accept liability for loss or damage to the Organisation's property nor shall the Organisation hold the venue provider liable for any such loss or damage. Should the Company become liable to the Organisation despite this clause any such liability shall be limited to any fee paid in respect of the Event as at Clause 2 above.
15. Save where such claim or expense arises as a result of the Company's negligence the Organisation shall indemnify the Company against any claim or expense relating to its attendance or proposed attendance at the Event.
16. In the event of the Company entering administration, being wound-up or the dissolution of the Company, registration fees shall not be refunded.
17. Nothing in these Terms shall limit or exclude the Company's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.
18. Subject to clause 14, the Company shall not be liable to the Organisation, whether in contract, tort (including negligence), or otherwise, arising under or in connection with these Terms for loss of profits, loss of sales or business, loss of agreements or contracts, loss of opportunity or any indirect or consequential loss.
19. Subject to clause 14, the Company's total liability to the Organisation, whether in contract, tort (including negligence), or otherwise, arising under or in connection with the Terms shall be limited to the Event fee paid.
20. The Company shall incur no liability to the Organisation if the Company is prevented or hindered by any cause whatsoever beyond its control from holding the Event and/or from making any provision at the Event and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotion, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting therefrom suffered by the Organisation; nor shall it have any liability to refund any monies paid by the Organisation in respect of the Event.
21. The Company processes information about each Organisation in accordance with the Company's privacy policy, a copy of which is available on our website or by written request. By submitting information to the Company, the Organisation consents to such processing and warrants that all data the Organisation provides is accurate.
22. The Company may cancel this contract with the Organisation at any time prior to the Event if the Company suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - 22.1. (being an individual) is the subject of a bankruptcy petition, application or order;



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- 22.2. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed on behalf of/by the Company;
- 22.3. the holder of a qualifying floating charge has become entitled to appoint or has appointed an administrative receiver;
- 22.4. the Company commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or solvent reconstruction;
- 22.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or solvent reconstruction;
- 22.6. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 22.7. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 22.8. any event occurs, or proceeding is taken in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 22.1 to 22.7 (inclusive).
23. The Company will use the personal information the Organisation provides to the Company in order to keep the Organisation updated on arrangements being made for the Event and as reasonably required to run the Event. Any other use of the Organisation's personal information will only be made with the Organisation's express permission or where the law either requires or allows the Company to do so. The Company shall not be responsible for any information or the use of any information provided by the Organisation to a third party at the Event.
24. The Company offers no warranties in respect of services provided at the Event.
25. The Organisation warrants that it or its representatives have been given express permission to (a) attend the Event by his/her organisation and (b) represent the Organisation at the Event.
26. If a competent court declares any of these Terms unenforceable all other terms and conditions shall remain in full force and effect and the unenforceable term and/or condition shall endure to the extent permissible.
27. These Terms shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.