

Terms and Conditions

Smee & Ford and MiExact Limited - Terms & Conditions

Conference Delegate Terms of Business

1. Scope of these Conference Delegate Terms and Conditions

- a. These Conference Delegate Terms and Conditions govern your booking for the Conference (in live or recorded webinar format) as detailed on the relevant order form.
- b. The Conference is organised and managed by Smee & Ford, part of MiExact LTD.
- c. Your booking for the Conference is subject to availability and to you making full payment (where relevant).
- d. You may make a booking for yourself for the Conference and you may make bookings on behalf of others. Where you make bookings on behalf of other individuals for the Conference you will ensure that each such individual is aware of, agrees to be bound by and complies with these Conference Delegate Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Conference Delegate Terms and Conditions as if it had been your failure.

2. Acceptance of Bookings

- a. MiExact LTD reserves the right to refuse a booking at any time prior to the event for any reason.
- b. MiExact LTD reserves the right to reject delegate bookings from vendors and solutions providers.

3. Prices and Payment

- a. There may be a price payable for attending the Conference on the day or in recorded format. These prices are set out on the relevant Order Form or can otherwise be obtained from us upon request or from our website.
- b. Prices may be subject to change from time to time.
- c. Prices quoted in Euros are calculated at the correct conversion rate at the time of booking.
- d. Bookings are subject to 20% standard UK VAT charges where applicable.
- e. Early bird offers cannot be used in conjunction with any other MiExact LTD promotion code or offer.
- f. Upon receipt of your booking we will send you an invoice for the relevant amount. This invoice will set out payment instructions and terms.
- g. If you apply to register for the Conference less than two (2) weeks before the date of the Conference, payment will be due immediately by credit card. If for any reason we have not received payment in full by the date of the Conference, you 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.
- h. We reserve the right to cancel your booking at any time if payment is not made.
- i. Failure to pay in accordance with this clause shall entitle MiExact LTD without prejudice to any other rights to charge interest at the rate of 8% per annum above the Bank of England base rate together with compensation for debt recovery cost pursuant to the provisions of The Late Payment of Commercial Debts Regulations 2002.
- j. In the event that any breakout / workshop sessions are oversubscribed MiExact LTD reserves the right to allocate an alternative session.

4. Delegate Places

- a. We will issue you with a name badge when you arrive at the event. Your delegate place is valid for you as the named attendee only. Subject to clause 4b below, you may not transfer your delegate passes.
- b. If you are unable to attend the Conference we welcome substitute delegates at no extra cost provided that we have at least two (2) days' prior notice of the name of the proposed substitute and we have received payment in full. Please notify us of any substitutions by email at: forms@Wilmington.co.uk

5. Changes to the Conference and Cancellations

- a. It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing or location of the Conference or the advertised speakers. We reserve the right to do this at any time.
- b. Where we alter the time or location of the conference, we will notify you of that alteration and we will offer you the choice of either a credit or the opportunity to attend the Conference as varied. MiExact LTD will not be held liable for any compensation or resulting consequential loss incurred.
- c. All booking cancellations must be received in writing.
- d. If a delegate cancels after the booking has been accepted the following cancellation charges will apply:
Cancellations received over 45 days prior to the event will be refunded in full
Cancellations received between 45 and 30 days prior to the event will incur a 40% cancellation fee
Cancellations received less than 30 days prior to the event will remain chargeable in full and no refunds will be made. Alternatively a substitute delegate may attend in place of the original delegate provided that they are from the same organisation.
- e. We will have no obligation to refund any amounts paid in respect of non-attendance.
- f. Cancellations for the recorded webinar version of the Conference can be made up to 14 days after booking. To cancel an order, email forms@wilmington.co.uk within 14 days of booking. Refunds will not be made if any or part of the recorded webinar version of the Conference has been viewed during this time.

6. Conference Content: Ownership and Use

- a. All rights in all presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Conference (including documentation packs or audio or audio-visual recording of the Conference) ("Content") are owned by us or are included with the permission of the owner of the rights. You may not photograph, film, record, republish or broadcast any of the Content.
- b. During the course of the Conference, you may be recorded in a variety of media including still photography and audio. Unless otherwise notified to forms@Wilmington.co.uk you consent to being recorded in any media and agree that MiExact LTD may use any such recording for any purpose connected to the Conference without your prior approval and with no obligation to compensate you for that use. MiExact LTD may write reports on the Conference including as the basis for articles to be included in any of MiExact LTD's publications in digital or written format. MiExact LTD may produce articles regarding the Conference which name and quote particular delegates and you consent to being named and quoted in any such article.
- c. Subject to the remainder of this Clause 6, you may only use Content for your own internal business purposes, in accordance with fair practice and only to the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.

- d. Nothing in these Conference Delegate Terms and Conditions permits you to, and you agree that you will not:
- i. upload any Content into any shared system;
 - ii. include any Content in a database;
 - iii. include any Content in a website or on any intranet;
 - iv. transmit, re-circulate or otherwise make available any Content to anyone else;
 - v. make any commercial use of the Content whatsoever; or
 - vi. use Content in any way that might infringe third party rights or that may bring MiExact LTD or any of our affiliates into disrepute.
- e. The recorded webinar version of the Conference may not include all content covered on the day, especially where the live Conference has breakout sessions. Where possible, summaries and outcomes will be provided as text documents, although this will not always be guaranteed. The content of the recorded webinar version of the Conference will be detailed on website information pages before booking. By booking the recording webinar version of the Conference you can accept the content provided may not reflect the full content of the Conference on the day.

7. Content Disclaimers

- a. You acknowledge that the Content does not necessarily reflect our views or opinions.
- b. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.
- c. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
- d. The Content is provided on an 'as is' basis without any warranties of any kind, express or implied.
- e. 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.
- f. MiExact LTD excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

8. Limitation on MiExact LTD's Liability

- a. MiExact LTD's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Conference Delegate Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your attendance at the Conference.
- b. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to a Conference.

9. Use of client information

- a. This clause sets out the responsibilities of MiExact LTD and the customer in relation to the General Data Protection Regulation and any other applicable data protection law (Data Protection Law). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where MiExact LTD processes any personal data in relation to services or products covered by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its

obligations and exercise its rights under this agreement) and shall comply with Data Protection Law in respect of such processing. Where the customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that MiExact LTD may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses MiExact LTD incurs or suffers as a result of breach of such warranty.

b. Your details will be added to the MiExact LTD database in order to process your booking and inform you of related events, publications and services from MiExact LTD. If you do not wish to receive these please email forms@Wilmington.co.uk

c. By booking a delegate place at a MiExact LTD event, you authorise MiExact LTD to share your information with sponsors, other delegates at the same event and carefully selected commercial partners involved in the event in order for them to operate the event, send direct marketing to attendees and as otherwise required by them. These organisations are acting as data controllers in their own right and you should refer to their own privacy policies if you have any questions or concerns over their use of such information. MiExact LTD is not responsible for and shall not be liable in any way in respect of, such third parties' use of personal data. Please email forms@Wilmington.co.uk if you do not wish to receive information from our commercial partners.

d. For more information about how we store and use your information please view our MiExact privacy policy.

10. Assignment

MiExact LTD and Wilmington may at any time assign all or part of its rights and benefits under this Agreement to any other party.