

ATTENDEE TERMS AND CONDITIONS

Background

We organise scientific conferences and events. You have expressed interest in attending one of our events, and we have agreed to provide you with access to the event in accordance with this Agreement.

1. Introduction and Acceptance

- 1.1 This agreement (**Agreement**) is entered into between ELRIG UK Limited, a company registered in England and Wales, with company registration number 05440961 (**we, us or our**) and you, together the Parties and each a Party.
- 1.2 In this Agreement, **you** means the person registering to attend the Event.
- 1.3 You accept this Agreement by the earlier of checking the box, registering to attend the Event or attending the Event.

2. Registering for the Event

- 2.1 You may register to attend the Event by completing the Registration Form on our Website.
- 2.2 It is your responsibility to check the registration details, including selected ticket and ticket type, quantity of tickets, venue, date and time, before you submit your Registration Form.
- 2.3 When you complete and submit your Registration Form, we will provide you with a copy of your ticket(s) in PDF form and/or a QR code by email to the email address provided at the time of registration (**Ticket**).
- 2.4 You acknowledge and agree that your Ticket does not include any transport to or from the Event or any accommodation. You are responsible for arranging this for yourself, if necessary. We may, from time to time, advertise offers from third party partners who may be able to provide these additional services. If you choose to engage these services from the relevant third parties, you acknowledge and agree that those services are not supplied by us, and the terms and conditions of that third party will apply to your experience with them.
- 2.5 In consideration for your compliance with this Agreement, we will provide the Event in accordance with this Agreement and all applicable Laws, whether ourselves or through our Personnel.
- 2.6 We warrant to you that the Event will be provided using reasonable care and skill.
- 2.7 We will not be responsible for any services or features of the Event unless expressly set out in the inclusions on the Website.

3. Disclaimers

- 3.1 The statements, views or opinions expressed by a Speaker or a Vendor at the Event belong to the respective Speaker or Vendor and cannot be attributed to us. These statements, views or opinions do not reflect the opinions, views or policies of our business. We do not endorse or approve any statements, views or opinions not expressly attributed to us, including (but not limited to) any endorsement or promotion of particular scientific theories or products.
- 3.2 We cannot confirm the accuracy of any information provided by a Speaker or Vendor at the Event, and you rely on any such information at your own risk. To the maximum extent permitted by law, we will not be liable for, and you waive and release us from any Liability arising from or in connection with, any information provided by a Speaker or a Vendor, or your reliance on such information.

4. Changes and Cancellations

- 4.1 We reserve the right to cancel a Ticket at any time before an event, if the Ticket was subject to an error on our Website (for example, in relation to an event description or availability). If an error occurs, we will contact you using the details you provided in your Registration Form.
- 4.2 We may, from time to time, be required to make changes to the Event, including its location, date or time, or its schedule of events, including the lineup of Speakers, or cancel the Event, for reasons outside of our control. We will use our best endeavours to provide you with advance notice of any changes or cancellations. To the maximum extent permitted by law, we will not be liable for, and you waive and release us from any Liability arising from or in connection with, any changes made by us to the Event.

5. Warranties and Representations

- 5.1 Each Party represents, warrants and agrees that:
 - (a) it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business; and
 - (b) that this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms.
- 5.2 You represent, warrant and agree:
 - (a) to comply with this Agreement, including the Attendee Rules contained in Attachment 1, and all applicable Laws;
 - (b) that all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
 - (c) to comply with our reasonable requests or requirements;

- (d) that you have not relied on any representations or warranties made by us in relation to the Event (including as to whether the Event will be fit or suitable for any particular purposes), unless expressly stipulated in this Agreement;
 - (e) that the Event is provided to you solely for your benefit and you will not (or you will not attempt to) provide access to, the Event to third parties without our prior written consent.
- 5.3 You agree not to offer Tickets issued by us for resale at a premium or to use Tickets for advertising, promotional or other commercial purposes, including trade promotions or competitions, unless previously agreed in writing by us. If you sell a Ticket or it is used in breach of this Agreement, we may cancel the validity of the Ticket without Liability to you, and the ticketholder may be refused admission to the relevant Event.
- 5.4 You acknowledge and agree that taking photographs or videos, or otherwise making any recordings, at the Event is strictly prohibited without our prior written consent. An official photographer will be available at the Event, and you may request access to content captured by the official photographer should you require. If you do not wish to be captured in the photos or videos taken by the official photographer, you must give us written notice prior to the Event.
- 6. Intellectual Property**
- 6.1 You acknowledge and agree that all Intellectual Property Rights in Our Materials vest, or remain vested, in us.
- 6.2 We authorise you to use Our Materials solely for your personal use. You must not exploit Our Materials for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Materials on your personal device, and you may not use Our Materials for any commercial purpose.
- 6.3 You acknowledge and agree that any Intellectual Property or content used at the Event by a Speaker or Vendor is owned or licensed by the relevant Speaker or Vendor (**Exhibitor's Materials**).
- 6.4 You must not, without our, or the relevant Speaker or Vendor's, prior written consent:
- (a) copy, in whole or in part, any of Our Materials or an Exhibitor's Materials;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Materials or an Exhibitor's Materials to any third party; or
 - (c) breach any Intellectual Property Rights connected with our Website, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
- 6.5 This clause 6 will survive termination or expiry of this Agreement.
- 7. Limitations on and exclusions to our liability**
- 7.1 Neither Party may benefit from the limitations and exclusions set out in this clause 7 in respect of any liability arising from its deliberate default.
- 7.2 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this Agreement including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.
- 7.3 Nothing in this Agreement limits any Liability which cannot legally be limited, including Liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 7.4 Subject to clauses 7.1 (no limitation in respect of deliberate default), and 7.2 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:
- (a) we only supply the Event for domestic and private use. If you participate in the Event for any commercial, business or re-sale purpose we will have no liability to you for liability involving any loss of profit, loss of business, business interruption, or loss of business opportunity; and
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss.
- 7.5 Subject to clauses 7.1 (no limitation in respect of deliberate default) and 7.2 (liability which cannot legally be limited), but despite anything else to the contrary, if either Party fails to comply with this Agreement, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with this Agreement.
- 7.6 Subject to clauses 7.1 (no limitation in respect of deliberate default) and 7.2 (liability which cannot legally be limited), but despite anything else to the contrary, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:

- (a) your acts or omissions;
 - (b) your reliance on any information or representations made by a Speaker or a Vendor; and/or
 - (c) any works, services, goods, materials or items which have not been provided by us.
- 7.7 Subject to clauses 7.1 (no limitation in respect of deliberate default) and 7.2 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law, you are liable for and agree to indemnify us and hold us harmless in respect of any Liability that we may suffer or incur as a result of or arising in connection with any property loss or damage, or personal injury arising from:
- (a) your negligent acts or omissions; and/or
 - (b) your failure or refusal to follow our reasonable directions (including with regards to safety procedures).
- 7.8 We have given commitments as to the compliance of the Event with this Agreement and applicable Laws in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from this Agreement.
- 7.9 This clause 7 will survive the termination or expiry of this Agreement.

8. Term & Termination

- 8.1 This Agreement will commence on the day it is accepted in accordance with its terms, and will continue until we have completed the supply of the Event to you (as reasonably determined by us), unless earlier terminated in accordance with its terms.
- 8.2 You must provide us with at least 48 hours' notice if you are unable to attend the Event.
- 8.3 You acknowledge and agree that where you repeatedly register for Events and fail to attend without providing us with advance notice, we may, in our sole discretion, limit your ability to register for future Events.
- 8.4 During the course of the Event, we may, in our sole discretion, remove you from the Event and terminate this Agreement immediately without notice, where you are in breach of this Agreement or any applicable Laws during the Event.
- 8.5 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.
- 8.6 This clause 8 will survive the termination or expiry of this Agreement.

9. General

- 9.1 **Assignment:** Subject to clause 9.2, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 9.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 9.3 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 9.4 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 9.5 **Disputes:** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/>. The Centre for Effective Dispute Resolution will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
- 9.6 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. To the maximum extent permitted by law, you release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 9.7 **Entire agreement:** Subject to your Consumer Law Rights, this Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 9.8 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their perspective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may, by notice, terminate this Agreement, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

- 9.9 **Governing law:** This Agreement is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 9.10 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 9.11 **Privacy:** We will only use your personal information as set out in our privacy notice. You can find our privacy notice at https://www.elrig.org/downloads/gdpr/privacy_policy.pdf.
- 9.12 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 9.2, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

Agreement means these terms and conditions and any documents attached to, or referred to in, each of them.

Dispute has the meaning given in clause 9.5.

Event means the event you are registering to attend, as set out in your Registration Form on the Website.

Exhibitor's Materials has the meaning given in clause 6.3.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Intellectual Property means any copyright, registered or unregistered designs, patents or trade marks, business names, get-up, goodwill, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the supply of the Event.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation, and services that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by United Kingdom and international laws.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Registration Form means the form completed by you on our Website to register your intention to attend the Event.

Speaker means a speaker or presenter at the Event.

VAT means value added tax or any equivalent tax chargeable in the United Kingdom.

Vendor means a vendor or business exhibiting their goods and/or services at the Event.

Venue means the location that the Event is being held at, as specified in the Registration Form.

Website means our website available at www.erlig.org.

11. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) a reference to time is to local time in London; and
- (i) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.

For any questions or feedback, please contact us at:

ELRIG UK Limited, a company registered in England and Wales, with company registration number 05440961.

Email: info@erlig.org

Address: Salisbury House, Station Road, Cambridge, CB1 2LA, UK

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Attachment 1 – Attendee Rules

1. You must carry your official attendee pass, as issued by us, at all times during the Event.
2. An official photographer will be available during the Event. You are not permitted to take photos, videos or otherwise make any recordings of the Event without our prior written consent.
3. You must not engage in any indecent or offensive behaviour at the Event, including appearing intoxicated, under the influence of illicit drugs, using vulgar or abusive language, or wearing inappropriate clothing.
4. You must behave in a respectful manner at all times during the Event, and participate in scientific discussion in a calm and professional manner.
5. We do not accept bullying or harassment of any kind, and we may remove you from the Event should you act in an unfavourable manner towards us, our Speakers, Vendors, or other attendees.