

# Event Terms & Conditions

These terms and conditions apply between the person, firm, company or other entity specified on your registration form (“you” or “your”) and Shipping Innovation (SI). Please read them carefully as they contain important information. By submitting your registration to attend the Event (“your registration”) you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these terms (SI) will be unable to accept your registration.

- 1.** Your registration is an offer to (SI) to attend an Event which is subject to (SI’s) acceptance in writing (which may include (without limitation) email). A binding contract between (SI) and you will only be formed when written confirmation of acceptance (“Confirmation” or “Confirmed”) is sent by (SI) to you (whether or not it is received) using the contact details you provided at the time of registration. You should contact (SI) if you have not received Confirmation within 5 days of your registration, but in any event if Confirmation is not sent within 14 days of (SI) receiving your registration, your registration will be deemed to be accepted unless (SI) notify you otherwise. (SI) reserves the right in its sole discretion to refuse to accept your registration.
- 2.** You will pay (SI) the fees specified in your booking form for the Event (“your fees”). Payment of your fees must be received in full and in cleared funds by (SI) from you in accordance with (SI’s) payment terms.
- 3.** All discounts can only be applied at the time of registration and discounts cannot be combined. All discounts are subject to (SI’s) approval.
- 4.** Prices for each Event are correct at the time of publication.
- 5.** It is the intent of the parties that (SI) will receive payment of your fees net of all applicable taxes, including without limitation, sales, VAT, service or withholding taxes (“Taxes”), all of which shall be paid solely by you.
- 6.** Cancellations must be received in writing. Those received before 18 August will be subject to an administration fee of 15% of the total fee invoiced. Cancellations received thereafter cannot be accepted and are subject to the full invoiced registration fee. Substitutions may be made at any time. In the unfortunate event that this event is cancelled (SI) is not liable for any costs incurred in connection with delegate attendance. This contract is subject to English Law.
- 7.** Substitutions referring to confirmed guests are welcome at any time but in all other respects registrations are issued for your personal use only and cannot be shared with any person during the Event.

**8.** (SI) may (at its sole discretion) change the venue whether or not due to a Force Majeure Event, in each case without liability

**9.** (SI) may (at its sole discretion) change the date or cancel an Event at any time for any reason. Where (SI) changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the terms of Condition 10 shall apply) (SI) shall offer you the option of attending any rearranged Event that (SI) chooses to organise (acting in its sole discretion). If you promptly notify (SI) in writing before the date of the Event that you do not wish to attend the rearranged Event or if (SI) elects not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive either a credit note or a refund in respect of your fees received by (SI).

**10.** Where a Force Majeure Event has or may have (in (SI's) sole discretion) an adverse impact on: (i) the ability of (SI) to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then (SI) shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. Any of your fees received by (SI) shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 10 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. If (SI) is unable or elects not to rearrange or reschedule the Event pursuant to this Condition 10, then you will (as its sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees received by (SI) in each case less an administration charge equivalent to 25% per cent of the total amount of your fees (which (SI) may (in its sole discretion) either deduct from any refund or credit note or invoice the you separately). For the purpose of this Condition 10 "Force Majeure Event" means any event arising that is beyond the reasonable control of (SI) including (without limitation) to speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war. These terms and conditions shall apply in respect of any rearranged or rescheduled Conference organised by (SI) pursuant to this Condition 10.

**11.** To the fullest extent permitted by the applicable law, (SI) shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change. You acknowledge and agree that the provisions of conditions 9 and 10 set out your sole remedy should the Event date be changed or cancelled and all other liability of (SI) is expressly excluded.

**12.** (SI) may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any

person who fails to comply with these terms and conditions or who in the opinion of (SI) represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by (SI) or the venue owners at the Event.

**13.** All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. You consent to filming and sound recording and photography of the Event as a guest and you consent to the use by (SI) of any such recording or photography anywhere in the world for promotional, marketing and other purposes.

**14.** The personal information which you provide to us will be held by us on a database. You agree that (SI) may share this information with selected third parties in the UK and internationally for direct marketing purposes.

**15.** To the fullest extent permitted by the applicable law, (SI) excludes: (a) all liability for loss, injury or damage to persons or property at the Event; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If (SI) is liable to you for any reason, (SI's) total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of your fees received by (SI).

**16.** If, by reason of any Force Majeure Event, (SI) is delayed in or prevented from performing any of its obligations under this Agreement, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by you by reason thereof. (SI's) obligations shall be suspended during the period of the delay or non-performance and (SI) and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 16 are subject to the provision of Condition 10.

**17.** (SI) reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.

**18.** No person other than you and (SI) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise) to enforce these terms and conditions between us without the prior written agreement of you and (SI).

**19.** This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English courts. Nothing in this Condition 19 shall

prevent or restrict (SI) from pursuing any action against you in any court of competent jurisdiction

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