

## TERMS AND CONDITIONS FOR DELEGATES

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words will have the following meanings:

<b>Booking</b>	means the booking provided by Us giving You the right to attend a JANET Event.
<b>Delegate</b>	means any person attending a JANET Event as a Delegate.
<b>Delegate Booking Form</b>	means the booking form submitted by You to confirm your Booking for a JANET Event.
<b>Delegate Booking Information</b>	means the delegate booking information issued by Us.
<b>JANET Event</b>	means any event organised by Us in relation to which You have submitted a Booking as a Delegate.
<b>JANET Event Administrator</b>	means the administrator for any JANET Event whose details are set out in the Delegate Booking Information.
<b>Terms and Conditions</b>	means these Terms and Conditions.
<b>Venue</b>	means any facilities or locations of any nature relating to any JANET Event (including any accommodation provided to You as part of the Booking).
<b>We</b>	means the JNT ASSOCIATION (Company Number 2881024) whose registered office is at Lumen House, Library Avenue, Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0SG trading as JANET(UK). "Us" and "Our" shall be read accordingly.
<b>You</b>	means the Delegate or anybody who in Our reasonable opinion is acting with the Delegate's authority or permission. "Your" shall be read accordingly.

### 2. Terms and Conditions

2.1. All Bookings are provided subject to availability and these Terms and Conditions. These Terms and Conditions should be read carefully prior to making a Booking and any queries relating to them should be raised with Us prior to making a Booking, as making the Booking constitutes acceptance by You of these Terms and Conditions.

2.2. If you have any queries relating to these Terms and Conditions please contact the JANET Event Administrator.

### 3. Online Booking

3.1. Bookings will only be accepted if You use the online Delegate Booking Form provided. You are responsible for the accuracy of all information which you provide to Us.

3.2. Your Booking will not be confirmed until it has been acknowledged by Us. We will use reasonable endeavours to send You a Confirmation of Your Booking by e-mail within 5 working days.

### 4. Price

4.1. The prices are as set out on the Delegate Booking Information and the Delegate Booking Form at the time which We accept Your Booking.

4.2. The price of the Booking is per Delegate and is exclusive of VAT at the current rate.

4.3. Further details about the Venue, accommodation, catering, conference packages and rates for Delegates are set out in the Delegate Booking Information.

#### **5. Payment**

5.1. If applicable, payment for the Booking may be made by credit card (MasterCard and VISA only), by BACs transfer or by cheque within 30 days of the date of Our invoice.

5.2. All financial transactions will be between the Delegate and JANET(UK). Cheques and purchase orders should be made out to `JANET(UK)', Lumen House, Library Avenue, Harwell Science & Innovation Campus, Didcot, Oxon OX11 0SG and sent to JANET(UK) on receipt of an invoice.

#### **6. Cancellation by Delegates**

6.1. Any cancelled Bookings, to be effective, must be received by Us in writing by e-mail. Refunds shall only be made to You at Our discretion and, when possible, be made using the same payment method as was used to purchase the Booking.

6.2. You should refer to the Delegate Booking Information for specific conditions relating to cancellation of Your JANET Event.

#### **7. Cancellation or re-scheduling of JANET Events**

7.1. Where a JANET Event is cancelled or re-scheduled by Us, we will use Our reasonable endeavours to notify You using the details You provided Us with at the time of booking.

7.2. It is Your responsibility to inform Us of any change to the contact address, telephone number or email address You provide Us with at the time of booking. We and the Venue reserve the right to reschedule any JANET Event without notice and without any liability whatsoever.

#### **8. Resale of Booking**

8.1. You may not re-sell a Booking without Our prior consent.

#### **9. Substitute Delegates**

9.1. You may substitute another person from Your organisation without charge provided that You notify the JANET Event Administrator by e-mail or telephone of the name of Your replacement. The JANET Event Administrator's contact details are set out in the Delegate Booking Information.

#### **10. Booking Information**

10.1. The information on the Delegate Booking Form may be released to those of Our employees, officers, representatives or sub-contractors who reasonably require the same to ensure that all your requirements are met. Booking details are kept on file for 18 months after the JANET Event.

10.2. If You have provided consent at the time of Booking, Your name and organisation will be included on the Delegate list at the JANET Event.

#### **11. Conditions of Booking**

11.1. You must comply with instructions and directions given by staff, stewards and agents of the Venue and JANET(UK) and any applicable policies and procedures.

11.2. We reserve the right to refuse access to, or remove any Delegate from any JANET Event who, in our reasonable opinion has, or is likely to affect the enjoyment of the other Delegates, in our reasonable opinion is acting under the influence of alcohol or drugs or who uses threatening, abusive or insulting words or behaviour or who behaves in a manner which may cause a breach of the peace.

#### **12. Photography**

12.1. Photographs may be taken at any JANET Event. Please advise the JANET Event Administrator if you do not wish your photo to be included in the JANET Event publicity.

**13. Changes to JANET Events**

13.1. We reserve the right to make alterations to the published Event programme for any JANET Event where reasonably necessary. Any changes to the JANET Event programme will be published on the website or notified by e-mail as applicable.

**14. Health & Safety**

14.1. You must comply with all relevant statutes, safety announcements and Venue regulations whilst attending any JANET Event.

**15. Contacts**

15.1. Please direct any enquiries to the JANET Event Administrator.

**16. Limitation of Liability**

16.1. Personal arrangements including travel, accommodation or hospitality relating to any JANET Event which have been arranged by You are at your own risk. Neither We nor the Venue will be responsible for any loss, theft or damage to Your personal belongings, other than caused as a result of Our negligence or that of the Venue or other breach of statutory duty. You will be responsible for paying for any damage which you cause to property at the Venue.

16.2. Nothing in these Terms and Conditions will operate to limit or exclude liability of each party for death or personal injury arising out of its negligence, or for its fraud nor any other liability which cannot be excluded or limited under applicable law.

16.3. Subject to the above Condition, in no circumstances will either party be liable to the other party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss arising out of or in connection with these Terms and Conditions.

**17. Dispute Resolution**

17.1. If any dispute arises out of these Terms and Conditions, We will attempt to settle it. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

17.2. Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

**18. Waiver**

18.1. Failure by either party to exercise or enforce any right or benefit conferred by these Terms and Conditions will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

**19. Assignment**

19.1. We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

**20. Severability**

20.1. If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

**21. Third Parties**

21.1. No person who is not a party to these Terms and Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

22. **Force Majeure**

22.1. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our reasonable control including, but not limited to, war, acts of terrorism, governmental requirements, acts of local or central Government or other competent authorities, Acts of God and industrial disputes. We will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

23. **Amendments and variations**

23.1. We intend to rely on the written terms set out here in these Terms and Conditions. You should read the Terms and Conditions carefully before entering into the contract to ensure that they contain everything that You consider has been agreed. If they do not then You should contact the JANET Event Administrator.

24. **Governing Law and Jurisdiction**

24.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.