

The Balanced Business Forum Terms and Conditions



Your attendance at The Balanced Business Forum 2016 event is subject exclusively to these terms and conditions. Please read these Terms and Conditions carefully. If you do not accept them in full you will not be entitled to attend the Event. By attending the Event, you are fully accepting these Terms and Conditions of which our Privacy Policy forms a part.

In this Agreement the following words and expressions shall be deemed to have the following meanings:

"Agreement" means these terms and conditions;

"Event" means any part of The Balanced Business Forum event being the Gala Dinner on 23rd November 2016 and/or the Forum on 24th November 2016;

"Charges" means the amount payable by the Customer for attendance at that portion of the Event to which they have purchased tickets;

"Customer", "you", "your" means the party who places an Order with the Company;

"Contract" means the contract for the supply of tickets to the part of the Event specified in the Order formed by the Company's acceptance of the Order in whole or in part (which, however made or communicated, shall be deemed made subject to this Agreement);

"Venue" means Sofitel London Heathrow;

"Delegate(s)" means the delegates for whom tickets to the Event have been purchased by the Customer;

"Company" means The Balanced Business Forum, a trading name of Believe Corporate Relations Ltd whose registered office is at Suite E10, Josephs Well, Hanover Walk, Leeds, West Yorkshire, LS3 1AB a company registered in England (company number 03857567);

"Content" means any content or material, whether of an audio or visual nature and including but not limited to words, presentations, pictures, blogs, comments, biographies, case studies, programmes and podcasts displayed or otherwise provided at or via the Event;

"Order" means the Customer's order to purchase tickets for any part of the Event; and

"Website" means www.balancedbusinessforum.com

1 THE BALANCED BUSINESS FORUM EVENT

1.1 Attendance at this event is by prior application and all individuals who wish to attend the Event are subject to acceptance by the Company. Orders for attendance can be made either directly to the Company or via the Website using The Balanced Business Forum 2016 on-line Application Form. Please note, the Customer's Order constitutes an offer to purchase tickets to the relevant part of the Event from the Company in accordance with this Agreement. The Contract shall be deemed to have been entered into when the Company notifies the Customer their Order has been approved and accepted. The Company reserves the right to refuse any Order and in this respect its decision is final and binding.

1.2 You recognise that the aim is to achieve a mix of 50:50 male to female ratio. This is an aspirational goal and the final mix is subject to a number of variables which may be outside of the Company's control.

1.3 Delegates of Customers whose Orders have been accepted by the Company shall be entitled to attend that part of the Event for which their ticket has been purchased.

1.4 Details of the Event and itinerary are held on the Website however it may be necessary to alter the content, timings and Venue of the Event or the speakers at short notice due to circumstances beyond the Company's control. To the fullest extent permitted by law, the Company shall not be responsible or liable in any way for any costs and/or inconveniences caused by such change.

1.5 The Company will deliver the Event using reasonable skill and care.

1.6 If in the reasonable opinion of the Company any Delegate behaves inappropriately at the Event or is found to be acting in a manner so as to bring the Event into disrepute the Company may terminate the Contract immediately and exclude such Delegate from the Event. In such case, no refund of the Charges will be given.

2 APPLICATION TO ATTEND THE BALANCED BUSINESS FORUM 2016

2.1 If the Company accepts your Order an invoice will be raised to be payable in order to complete registration.

3 CUSTOMERS' OBLIGATIONS

3.1 The Customer shall select suitable Delegates to participate in the Event and liaise with the Company to obtain approval of such Delegates.

3.2 The Customer will be responsible for the Charges together with any expenses incurred by the Delegates in attending the Event.

3.3 It is the Customer's responsibility to ensure that all Delegates for which they have purchased tickets to the Event behave appropriately at all times.

4 THE CHARGES

4.1 The Charges for the Event shall be those set out on the Website or otherwise communicated to the Customer by the Company. The Charges under this Agreement shall be paid by the Customer in pounds sterling in advance of the Event. Charges are subject to the addition of Value Added Tax (VAT) and any other similar taxes which UK Government legislation may apply to this Agreement from time to time.

4.2 Payment of the charges is due within 7 days of the invoice date. Payment can be made by Bacs, Cheque or Debit/Credit Card. If paying by Credit Card a 2% admin fee will be added to the amount payable. Payment by Debit Card will not incur any admin fees.

4.3 If any sum due from the Customer shall not be paid by the due date for payment, then the Company shall be entitled to refuse access of their Delegates to the Event and to charge interest on the Charges at a rate of 4% above the base rate of Nat West plc from time to time until such time as the Charges have been paid in full whether before or after any judgement.

5 PERSONNEL

5.1 The Company will take all reasonable precautions to protect the health and safety of all Delegates at the Event.

5.2 The Company shall take all reasonable precautions to ensure that its employees shall retain in complete confidence any information, or trade secrets of the Customer, its business or its clients of which they shall become aware as a result of performing their duties under this Agreement.

6 FORCE MAJEURE

6.1 The Company shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to Acts of God, flood, earthquake or other natural disaster, epidemic, war, terrorism, riots, fire, extreme adverse weather or transport conditions, labour dispute, strike and industrial action, provided the Company shall use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

7 SUBSTITUTION AND CANCELLATION

7.1 Delegates may be substituted in this Agreement up to 13th October 2016 if required by the Customer provided always that such replacement Delegate is acceptable to the Company for inclusion within this Agreement.

7.2 In the unfortunate circumstances that you have to cancel your tickets, we will refund an amount to you equal to; 100% of the Charges if you cancel more than 10 weeks prior to the Event or 50% of the Charges if you cancel 6-10 weeks prior to the Event. No refunds will be made if you cancel within 6 weeks of the Event, however in this unfortunate circumstance, we may contact you about donating your purchased ticket(s) to a registered charity.

8 DISCLAIMERS AND LIMITATIONS OF LIABILITY

8.1 This clause 8 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of this Agreement and/or the Contract; any use made by the Customer and/or Delegates of the Event in whole or in part; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 Nothing in this Agreement limits or excludes the liability of the Company for death or personal injury resulting from negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or for any liability that, by law, cannot be limited or excluded.

8.3 Subject to clause 8.2 above:

(a) the Company shall not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for any: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise to the Customer shall be limited to the Charges.

8.4 The express undertakings and warranties given by the Company in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, trade usage, course of dealing or in any other way. All of these are excluded to fullest extent permitted by law.

9 INTELLECTUAL PROPERTY

9.1 None of the Content of the Event may be copied, filmed, reproduced, transmitted, stored, sold or distributed in any way without the Company's prior written consent.

9.2 The Company reserves the right to use photographic images including video recordings taken during the event for publicity purposes. In accepting the terms and conditions of this Agreement the Customer expressly grants consent, and shall procure the consent of its Delegates, for such images to be used.

10 GENERAL TERMS

10.1 The terms and conditions of this Agreement shall prevail over any terms and conditions on the Order submitted by the Customer for the Event.

10.2 No person who is not a party to this Agreement may enforce any term of it and the Contracts (Rights of Third Parties) Act 1999 is excluded to the fullest extent permitted by law.

10.3 The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage or deal in any other manner with all or any of its rights or obligations under this Agreement or the Contract. The Company may at any time assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement and the Contract.

10.4 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.5 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.6 This Agreement shall be governed by the Laws of England and the parties hereto agree to submit to the exclusive jurisdiction of the English Law Courts.

