



## FERA SCIENCE LIMITED

### Terms and Conditions for Conference Booking

These Terms and Conditions may only be varied with the written agreement of Fera. These Terms and Conditions shall apply to all contracts for Conference services by Fera to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

The Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.

#### Definitions

**"Booking"** means the Client's booking of one or more Participants on a Conference.

**"Client"** means the party responsible for Booking and payment for the Conference.

**"Conference"** means Innovation in Plant Biosecurity 2017 conference as managed by Fera at Sand Hutton, York.

**"Confirmation"** means the confirmation message sent by Eventbrite on behalf of Fera to the Client to confirm the Booking.

**"Contract"** means the Booking, the Confirmation and these terms and conditions.

**"Eventbrite"** means the Booking system used by Fera.

**"Fera"** means Fera Science Limited of Sand Hutton, York, YO41 1LZ (a company incorporated in England and Wales under number 9413107) whose registered office is situated at 17 Rochester Row, London, SW1P 1QT and is the organisation providing the Conferences.

**"IPR"** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**"Participant"** means the person for whom the Conference is booked by the Client.

**"Price"** means the price for the Conference advertised on Fera's website.

**"Registration"** means completion of the online Registration form available on the website <https://www.eventbrite.co.uk/e/innovation-in-plant-biosecurity-2017-tickets-25668592451?aff=affiliate1>

**"Registration Deadline"** means the last date available to register for a Conference as listed on the Conference website <https://www.eventbrite.co.uk/e/innovation-in-plant-biosecurity-2017-tickets-25668592451?aff=affiliate1#tickets>

#### 1. Registration and Confirmation

- 1.1 Registration must take place before the Registration Deadline. Any Registrations made after the Registration Deadline will not be honoured.
- 1.2 Registrations will be treated as provisional until full payment is received by Fera and Fera sends a Confirmation of the participants place on the Conference. For the purposes of clarification, the Contract will consist of the Registration and Confirmation and these Terms and Conditions.

#### 2. Booking and Confirmation

- 2.1 A Booking is complete only when Fera receives full payment and sends a Confirmation of the Booking to the Client.
- 2.2 Fera reserve the right to carry out a security check on all Participants. If the result of the security check on a Participant is adverse, Fera may decline the Participant and, if the Client has already paid for the Participant to attend the Conference, refund the Client's payment for that Participant.



## FERA SCIENCE LIMITED

### Terms and Conditions for Conference Booking contd.

2.3 Unless Fera agrees otherwise in writing, the Contract will be personal to the Client and may not be assigned.

#### 3. The Conferences

3.1 The Conferences are delivered by Fera and external speakers. Fera may replace the advertised speaker without notice.

3.2 Fera may specify the minimum and maximum number of Participants registered on any Conference.

3.3 All travel, accommodation and visa arrangements and costs are the responsibility of the Client.

3.4 Client complaints and feedback regarding the Conferences should be submitted using the "Contact Us" mechanism on Fera's website (<http://www.fera.co.uk/contactUs/>).

#### 4. Cancellation or Postponement by the Client

4.1 If a Booking is cancelled more than 60 days prior to the Conference start date, Fera will refund the Price. If a Booking is cancelled between 60 and 30 days prior to the Conference start date, Fera will refund 50% of the Price. If a Booking is cancelled less than 30 days prior to the Conference start date or if the Participant does not attend the Conference, the Price will not be refunded.

4.2 All cancellations must be emailed to [biosecurity17@fera.co.uk](mailto:biosecurity17@fera.co.uk).

4.3 Fera will accept a substitute if a Participant is unable to attend, provided it receives written notification of the nominated replacement at least 14 days prior to the Conference start date.

4.4 Fera will try to rearrange a Booking cancelled by the Client but does not guarantee that it will be completed within any given timescale. Any such rearrangement of a Booking may incur additional costs which the Client shall pay in full.

#### 5. Cancellation or Postponement by Fera

5.1. Fera may cancel or postpone the Booking at any time.

5.2 If Fera postpones the Conference, the Client will be offered: 1) an alternative date; or 2) a refund of the Price. If the Client chooses an alternative date, Fera will issue a new Confirmation which together with these terms and conditions will constitute a new contract.

5.3 If Fera cancels the Conference it shall not be liable to the Client in respect of any resulting loss of profit, revenue, business, goodwill or anticipated savings or any direct or indirect consequential loss or damage. The Client is responsible for arranging insurance cover. Any contract of insurance should be made by the Client directly with the insurance company involved and should include reimbursement for cancellation for whatever reason.

#### 6. Payment Terms

6.1 The Client shall pay the Price plus Value Added Tax (VAT) at the rate prevailing on the date of the Booking.

6.2 If Fera has agreed to accept payment other than by credit or debit card:

a) it shall invoice the Client for the Price (plus VAT);

b) the Client shall pay the invoice within 30 days; and

c) the Booking shall not be complete unless and until Fera has received cleared funds for the Price (plus VAT) before the Conference start date and has sent Confirmation.



## **FOOD AND ENVIRONMENT RESEARCH AGENCY**

### **Terms and Conditions for the Supply of Training Services contd.**

#### **7. IPR**

- 7.1 Subject to any third party rights other than those created by virtue of the Contract, to the extent that the provision of the Conferences results in the creation of any IPR such IPR shall vest in Fera.
- 7.2 The copyright and all other rights in the Conference material shall be retained Fera. Fera asserts the right to be credited as the author of the Conference material in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

#### **8. Price and Price Variations**

- 8.1 The Price includes all Conference materials, lunches and refreshments whilst attending the Conference and the provision of transport between York and Fera's facility for the purpose of attending the Conference only.
- 8.2 In the event of circumstances beyond Fera's control, Fera may vary the prices quoted on its website to reflect the changed circumstances.
- 8.3 If the Client requests significant changes to the Booking once confirmed, this may result in amendments in the applicable rates and/or facilities offered by Fera. Fera provides no guarantee that it will be able to accommodate requested changes once it has sent the Confirmation.

#### **9. Liability**

- 9.1 The entire liability for any breach of this Contract or any representation, act or omission (including negligence) by Fera shall be limited to the Price and Fera shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.
- 9.2 Nothing in these terms and conditions limits or excludes Fera's liability for death or personal injury resulting from negligence; or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Fera.

#### **10. Indemnity**

- 10.1 The Client shall indemnify Fera and keep Fera indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of, or in consequence of, the provision of the Conferences or the performance or non-performance by the Client of its obligations under the Contract or the presence of the Client or its staff on Fera premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Client or, or any other loss which is caused directly or indirectly by any act or omission of the Client.

#### **11. Data Protection Act 1998**

- 11.1 To the extent that Fera has access to any personal data of the Client or during the provision of the Conferences (where personal data is defined in the Data Protection Act 1998) the Client agrees that Fera acts as the data processor (as defined in the Data Protection Act 1998) for such personal data. The Client authorises Fera to appoint sub-contractors as further data processors on their behalf provided that such further data processors are engaged on terms providing no less protection than those set out in this clause 10.
- 11.2 Fera will process such personal data only in accordance with the Contract and the Client's reasonable instructions and will take steps to ensure the reliability of those of Fera's employees who process such personal data.
- 11.3 Fera warrants that it has appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of or damage to such personal data.

#### **12. Force Majeure**

- 12.1 Fera will not be held responsible for any failure or delay in carrying out the Contract due in whole or in part to any circumstances whatsoever beyond its reasonable control.

#### **13. Governing Law**

- 13.1 The Contract shall be governed by and construed in all respects according to the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts in all matters relating to the Contract.