

TERMS AND CONDITIONS

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Attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Association: Association of Ex Round Tablers Clubs Limited and National Association of Tangent Clubs Limited registered in England and Wales.

Booking: the Delegate's Booking for the supply of Conference, as set out in the Delegate's Booking form

Conference: the Conference (or any part of it) supplied by the Association to the Delegate as set out in the Booking and in the Programme

Conference Specification: any specification for the Conference, that is produced by Association.

Commencement Date: means either the 13th April 2027 (if the Delegate is attending the pre-tour or 15th April 2027 if the Delegate is not attending the pre-tour).

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.4.

Contract: the contract between the Association and the Delegate for the supply of Conference in accordance with these Conditions.

Contract Date: has the meaning given in clause 2.2.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.]

Delegate: the person or firm who purchases a ticket for the Conference from the Association.

Delivery Location: means Blackpool

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered 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 in any part of the world.

Losses: all liabilities, damages, losses (including loss of reputation, fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Programme : the description or specification for the Conference provided by the Association to the Delegate.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 The Booking constitutes an offer by the Delegate to purchase Conference from the Association in accordance with these Conditions.
- 2.2 The Booking shall only be deemed to be accepted when the Association issues written acceptance of the Booking and Deposit, at which point and on which date the Contract shall come into existence (**Contract Date**).
- 2.3 Any advertising issued by the Association and any descriptions of the Conference contained in the Association's Web Page are issued or published for the sole purpose of giving an approximate idea of Conference described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Delegate seeks to impose or incorporate, or that are implied by law, practice or course of dealing.
- 2.5 All of these Conditions shall apply to the supply of Conference
- 2.6 The Delegate waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Delegate that is inconsistent with these Conditions.

3. Supply of Conference

- 3.1 The Conference is described in the Booking Form and Web Page

- 3.2 The Association reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and the Association shall notify the Delegate in any such event.
- 3.3 The Association shall supply the Conference to the Delegate in accordance with the Programme in all material respects.
- 3.4 The Association shall use all reasonable endeavours to meet any dates for the Conference Communications specified in the Web Page or E-mails, but any such dates shall be estimates only and time shall not be of the essence.
- 3.5 The Association reserves the right to amend the Programme if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Conference, and the Association shall notify the Delegate in any such event.
- 3.6 The Association warrants to the Delegate that the Conference will be provided using reasonable care and skill.

Delivery of Conference

- 4.1 The Association shall ensure that they shall deliver the Conference at the location set out in the Booking or such other location as the parties may agree (**Delivery Location**):
- 4.2 The Booking is not complete until the Delegate has paid all sums due by the required dates
- 4.3 If the Association fails to deliver the Conference, its liability shall be limited to the costs and expenses incurred by the Delegate in relation to the Conference only. (for the avoidance of doubt this does not include any hotel or travelling costs). The Association shall have no liability for any failure to deliver the Conference to the extent that such failure is caused by a Force Majeure Event.
- 4.4 If the Delegate fails to attend the Conference, then except where such failure or delay is caused by a Force Majeure Event or by the Association's failure to comply with its obligations under the Contract in respect of the Conference any refund shall be at the Associations complete discretion:
- 4.5 The Delegate may transfer the Booking to another member of the Association Subject to the Associations consent
- 4.6 The Association will make every effort to ensure you are seated in line with the Delegates requests, but this cannot be guaranteed

Delegate's obligations

- 5.1 The Delegate shall:

- (a) ensure that the terms of the Booking and any information it provides is complete and accurate;
- (b) co-operate with the Association in all matters relating to the Conference;
- (c) provide the Association with such information as the Association may reasonably require in the Booking, and ensure that such information is complete and accurate in all material respects;
- (d) The Delegate is responsible for ensuring any dietary requirements including any allergies. are stated at time of booking. The Association will not be responsible for any dietary requirements which they are not made aware of.
- (e) The Delegate may not bring any alcohol into a venue. Alcohol will either be provided or sold by the event
- (f) Smoking is not permitted inside any building. This includes vaping
- (g) comply with all applicable laws, including health and safety laws;
- (h) The Conference Pass must be on the Delegates person at all times
- (i) The Association has a zero tolerance policy towards aggressive or threatening behaviour from anyone and will take swift action to protect its officers and others.

5.2 If the Association's performance of any of its obligations under the Contract is prevented or delayed by any act of the Delegate or failure by the Delegate to perform any relevant obligation (**Delegate Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Association may suspend performance of the Conference to the Delegate until the Delegate remedies the Delegate Default, and rely on the Delegate Default to relieve it from the performance of any of its obligations in each case to the extent the Delegate Default prevents or delays the Association's performance of any of its obligations; and
- (b) the Delegate shall reimburse the Association on written demand for any costs or losses sustained or incurred by the Association arising directly or indirectly from the Delegate Default.

6. Charges and payment

6.1 The price for the Conference:

- (a) is the price set out in the Booking, and
- (b) excludes the costs of Accommodation, which shall be paid separately by the Delegate to the Delegates chosen Hotel.
- (c) excludes the costs of Delegate insurance and transport to or from of the Conference, which shall be paid by the Delegate.
- (d) It is strongly recommend that the Delegate takes out their own personal cancellation /holiday/travel insurance

- 6.2 The Association reserves the right to increase the charges for the Conference in the event of an increase in costs by the suppliers which are outside of the Associations control, such increase will be notified to the delegate no less than 12 weeks prior to the commencement date
- 6.3 The Delegate shall pay the balance of the cost due on or before the date notified on their acknowledgement of booking form submitted by the Association in full and in cleared funds to a bank account nominated in writing by the Association and time for payment shall be of the essence of the Contract.
- 6.4 All amounts payable by the Delegate under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**).

Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Conference shall be owned by the Association.

8. Data protection

- 8.1 The following definitions apply in this clause **8**:
- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].
 - (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
 - (d) **UK GDPR:** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause **8** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.3 Without prejudice to the generality of clause **8.2**, the Association shall, in relation to any Personal Data processed in connection with the performance by the Association of its obligations under the Contract:
- (a) process the Personal Data only on the documented written instructions of the Delegate unless the Association is required by Domestic Law to otherwise process that Personal Data. Where the Association is relying on Domestic

Law as the basis for processing Personal Data, the Association shall promptly notify the Delegate of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Association from so notifying the Delegate;

- (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (c) assist the Delegate, at the Delegate's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) notify the Delegate without undue delay on becoming aware of a Personal Data Breach;
- (e) at the written direction of the Delegate, delete or return Personal Data and copies thereof to the Delegate on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and immediately inform the Delegate if, in the opinion of the Association, an instruction infringes the Data Protection Legislation.

9. Limitation of liability

- 9.1 The limits and exclusions in this clause 9 reflect the insurance cover the Association has been able to arrange. The Delegate is responsible for making its own arrangements for Cancellation insurance.
- 9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 9.3 Nothing in the Contract limits any liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any liability that legally cannot be limited
- 9.4 Subject to clause 9.3, the Association's total liability to the Delegate shall not exceed the total; cost of the Delegates Booking

10. Termination

- 10.1 Without affecting any other right or remedy available to it, the Association may terminate the Contract with immediate effect by giving written notice to the Delegate if the Delegate fails to pay any amount due under the Contract on the due date for payment:

11. Consequences of termination

- 11.1 On termination of the Contract (or non-payment of the balance due by the relevant date) the Association shall retain the Deposit paid by the Delegate.
- 11.2 If the Contract is terminated after payment of the balance due then the Association may retain all monies paid. Any refund agreed by the Association is at the Associations sole discretion

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the Contract, disclose to any person any confidential information concerning the, Delegates, except as permitted by clause 12.2.
- 12.2 The Association may disclose the Delegates confidential information:
- (a) to its, officers, contractors, and subcontractors, who need to know such information for the purposes of carrying out its obligations in connection with the Contract. The Association shall ensure that its employees, officers, and contractors, to whom it discloses the Delegates confidential information comply with this clause 12;
 - (b) If the Delegate has requested accommodation at The Holiday Inn, Blackpool, on the Booking Form then the Association will pass the Delegates information to them to facilitate the collection of the cost of accommodation. For the avoidance of doubt the Association will not be arranging accommodation on behalf of Delegates in any hotel other than the Holiday Inn, Blackpool
- 12.3 No party may use any other party's confidential information for any purpose other than to perform its obligations under or in connection with the Contract.

13. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event

14. General

14.1 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) sent by email to the following addresses (or an address substituted in writing by the party to be served):
Association: enquiries@strictlyblackpool27.com
Delegate: The address given in the Booking form

- (b) Any notice shall be deemed to have been received if sent by email, at the time of transmission.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 14.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 14.3 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties
- 14.5 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.6 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.