

Movement & the Mind® Conference Delegates Terms and Conditions

1. INTRODUCTION

1.1 The conference is hosted by Active Devon, The Loft Haven Banks, Haven Road, Exeter, England, EX2 8DP. Devon County Council (DCC) is the accountable body for Active Devon.

2. BOOKINGS

2.1 All applications to register for the conference are subject to availability and you making full payment.

2.2 Confirmation of delegate registration will be sent to the originator of the booking upon completion of the registration form and payment.

2.3 Tickets issued for use at the conference are valid for named attendee only and, subject to clause 3.2 below, cannot be transferred.

3. CHANGES TO THE CONFERENCE, POSTPONEMENT AND CANCELLATIONS

3.1 We reserve the right and shall be entitled to make changes to the conference at any time without liability to you, including without limitation in respect of the advertised content, timings on the day, date, format, venue and/or location of the conference or the advertised speakers. We will keep you informed of any such changes from time to time.

3.2 We reserve the right and shall be entitled, in our sole discretion, to cancel or postpone the date of the conference. We shall give written notice to you of our decision to cancel or postpone the conference. In the case of our:

3.2.1 postponement of the conference, we will offer you the choice of either:

- (i) the opportunity to attend the conference on the new date as varied
- (ii) refund for your ticket.

3.2.2 cancellation of the conference:

- (i) refund for your ticket.

3.3 If you are unable to attend the conference we welcome substitute delegates attending in your place at no extra cost provided that we have been notified of the name of your proposed substitute and have received payment in full. Please notify us of any substitutions by email at: victoria.radcliffe@activedevon.org

3.4 No refunds will be given by us in respect of any cancellations, or non-attendance.

4. CONTENT

4.1 All rights in all presentations, documentation and materials published or otherwise made available as part of the conference (including but not limited to any audio or audio-visual recording of the conference) ("Content") are owned by us or are included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

4.1.1 upload any Content into any shared system;

4.1.2 include any Content in a database;

4.1.3 include any Content in a website or on any intranet;

4.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

4.1.5 make any commercial use of the Content whatsoever; or

4.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

4.2 The Content does not necessarily reflect our views or opinions.

4.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an "AS IS" basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

4.4 To the extent that any Content is made available by us online we reserve the right to suspend or remove access to such Content at any time.

5. LIABILITY

5.1 Subject to Clause 5.4, our aggregate liability to you, however caused, in respect of all claims (or series of claims) arising out of or in connection with these Terms & Conditions or otherwise in connection with any booking (or requested booking) made by you or otherwise in relation to the conference, shall be limited to the price paid by you in respect of your booking to attend the conference.

5.2 Notwithstanding any other provision in these Terms & Conditions, but subject to Clause 5.4, we shall not be liable, in each case however caused for any:

5.2.1 direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) business;
- (d) contracts;
- (e) opportunities;
- (f) data;
- (g) anticipated savings or interest;
- (h) reputation;
- (i) goodwill;
- (j) use; or

5.2.2 costs of wasted management or staff time; or

5.2.3 travel, accommodation or other costs and expenses; or

5.2.4 indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

5.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you (including your delegates) during or otherwise in relation to a conference.

5.4 Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

5.4.2 fraud or fraudulent misrepresentation; or

5.4.3 any other liability which cannot be limited or excluded by applicable law.

5.5 We shall not be in breach of these Terms & Conditions for any change to the conference under clause 3.1 or any postponement and/or cancellation of the conference under clause 3.2 of these Terms & Conditions and you acknowledge that the rights in respect of postponement and/or cancellation of the conference under clause 3.2 are your sole rights and you waive all other rights and remedies in respect of any postponement and/cancellation of the conference. For the avoidance of doubt, we shall not be liable to you or any third party for any costs and expenses incurred in connection with any change to the conference under clause 3.1 or any postponement and/or cancellation of the conference under clause 3.2 of these Terms & Conditions.

6. ANTI-BRIBERY

6.1 You warrant that you shall:

6.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

7. GENERAL

7.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

7.2 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

7.3 These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder.

8. PRIVACY POLICY

For further information on our privacy policy, please refer to our website www.actedevon.org/privacynotice