

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 9 (LIMITATION OF LIABILITY).

1. BACKGROUND

- 1.1 These terms and conditions apply between the person, firm, company or other entity specified on your booking form (“**you**” or “**your**”) and Kirklees and Calderdale Charity Lunch Limited, registered in England and Wales at Abacus House, Pennine Business Park, Longbow Close, Huddersfield, West Yorkshire HD2 1GQ (“**KACCL**”) for delegate reservations for the event (including but not limited to conferences, seminars, workshops and networking events) specified on your booking form (“**Event**”).
- 1.2 Please read them carefully as they contain important information. By completing the form found on our website at www.kaccl.uk thus submitting your reservation to attend the Event (“**your reservation**”) you agree to be bound by these terms to the exclusion of all other terms.
- 1.3 If you do not agree to be bound by these terms KACCL will be unable to accept your reservation.
- 1.4 KACCL reserves the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your reservation

2. INTERPRETATION

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

2.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with Condition 10.3.

Contract: as defined at Condition 3.1.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Force Majeure Event: as defined at Condition 6.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection

Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

3. BASIS OF CONTRACT

- 3.1 Your reservation is an offer to KACCL to attend an Event in accordance with these Conditions which is subject to KACCL's acceptance in writing. A binding contract between KACCL and you will only be formed when KACCL issues their invoice for the reservation (whether or not it is received) using the contact details you provided at the time of reservation ("**Contract**").
- 3.2 KACCL reserve the right in its sole discretion to refuse to accept your reservation.
- 3.3 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. CHARGES AND PAYMENT

- 4.1 You will pay KACCL any fees specified in your booking form for the Event ("**your fees**"). Payment of your fees must be received in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and in cleared funds by KACCL from you within 30 days of the date of the invoice but in any event not later than 48 hours before the Event.
- 4.2 If payment of your fees in full is not received before the Event, KACCL may (at its sole discretion) either require such payment as a condition of your entry to the Event or refuse you entry to the Event.
- 4.3 No refunds of any proportion of your fees already paid (if any) will be made and any balance of your fees will remain due and payable where entry to an Event is refused under this Condition 4.
- 4.4 Prices for each Event, where applicable, are correct at the time of publication. KACCL reserved the right to change the prices at any time but changes will not affect reservations which have already been confirmed by KACCL.

4.5 Prices for each Event are exclusive of amounts in respect of value added tax (**VAT**). You shall, on receipt of a valid VAT invoice from KACCL, pay to KACCL such additional amounts in respect of VAT as are chargeable on the supply of the Event.

5. CANCELLATION AND CHANGES OF THE EVENT

5.1 You may cancel your reservation in accordance with this Condition 5.

5.2 You will receive a full refund of your fees paid to KACCL if you cancel your reservation 45 days or more before the Event

5.3 KACCL regrets that the full amount of your fee remains payable in the event that your cancellation is fewer than 45 days before the Event or if you fail to attend the Event.

5.4 All cancellations must be sent by email to Steve@crowther.accountants and must be received by KACCL.

5.5 For the avoidance of doubt telephone cancellations are not accepted.

5.6 You acknowledge that the refund of your fees in accordance with Condition 5 is your sole remedy in respect of any cancellation of your reservation by you and all other liability is expressly excluded.

5.7 If KACCL is unable or elects not to rearrange or reschedule the Event pursuant to this Condition 5, then you will (as its sole remedy) be entitled, in your sole discretion, to receive either a refund or credit note in respect of your fees received by KACCL.

5.8 These terms and conditions shall apply in respect of any rearrange or rescheduled Event organised by KACCL pursuant to this Condition 5.

5.9 To the fullest extent permitted by the applicable law, KACCL shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change.

5.10 You acknowledge and agree that the provisions of Conditions 5.7, 6.2 and 6.3 set out your sole remedy should the Event date be changed or cancelled and all other liability of KACCL is expressly excluded.

6. FORCE MAJEURE

6.1 KACCL may (at its sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability. For the purposes of the Conditions 6.1, and 6.2 "**Force Majeure Event**" means any event arising that is beyond the reasonable control of KACCL including (without limitation) speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war.

- 6.2 Where a Force Majeure Event has or may have (in KACCL's sole discretion) an adverse impact on:
- (a) the ability of KACCL to hold the Event at the planned venue or on the planned date; or
 - (b) the Event generally
- then KACCL shall be entitled but not obliged (in its sole discretion) to either:
- (c) provide alternative facilities or venue of the Event; and/or
 - (d) reschedule the Event.
- 6.3 Any of your fees received by KACCL shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 6 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect of thereof.
- 6.4 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7. ADMISSION AND CONDUCT AT THE EVENT

- 7.1 KACCL may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of KACCL represents a security risk, nuisance or annoyance to the running of the Event.
- 7.2 You agree to comply with all reasonable instruction issued by KACCL or the venue owners at the Event.

8. DATA PROTECTION

- 8.1 Your information will be added to our marketing database and will not be given to third parties without your prior consent. Your information will be used to send you relevant marketing and informational material on our products and services.
- 8.2 You consent to filming and sound recording and photography of the Event as a delegate and you consent to the use by KACCL or any such recording or photography anywhere in the world for promotional, marketing and other purposes.
- 8.3 At any time you may ask KACCL to send you a copy of your information from their records, remove your information from their records or correct or update your information. If you do not wish to receive information about products and services or for a detailed privacy statement or correction of your information please write to Steve Crowther of Abacus House, Pennine Business Park, Longbow Close, Huddersfield HD2 1GQ or call 01484 515544.
- 8.4 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. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

- 8.5 You and KACCL acknowledge that for the purposes of the Data Protection Legislation, you are the controller and KACCL is the processor.
- 8.6 Without prejudice to the generality of clause 8.4, you will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 8.7 Without prejudice to the generality of clause 8.4, KACCL shall, in relation to any personal data processed in connection with the performance by KACCL of its obligations under the Contract:
- (a) process that personal data only on your documented written instructions unless KACCL is required by Applicable Laws to otherwise process that personal data. Where KACCL is relying on Applicable Laws as the basis for processing personal data, KACCL shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit KACCL from so notifying you;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (d) not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) you or KACCL has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;

- (iii) KACCL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (iv) KACCL complies with reasonable instructions notified to it in advance by you with respect to the processing of the personal data;
- (e) assist you, at your 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;
- (f) notify you without undue delay on becoming aware of a personal data breach;
- (g) at your written direction, delete or return personal data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by you or by your designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

8.8 You do not consent to KACCL appointing any third party processor of personal data under the Contract.

8.9 Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

9. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

9.1 To the fullest extent permitted by the applicable law, KACCL excludes:

- (a) all liability for loss, injury or damage to persons or property at the Event;
- (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and
- (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect).

9.2 If KACCL is liable to you for any reason, KACCL's total liability to you in relation to the Event (whether under these terms and conditions or otherwise) is limited to the amount of your fees received by KACCL.

10. GENERAL

10.1 **Assignment and other dealings.**

- (a) KACCL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without KACCL's prior written consent.

10.2 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this Condition shall limit or exclude any liability for fraud.

10.3 **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 (or their authorised representatives).

10.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 10.5 shall not affect the validity and enforceability of the rest of the Contract.

10.6 **Notices.**

- (a) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 10.6(a)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (b) This Condition 10.6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

10.7 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of the Contract without the prior written agreement of you and KACCL.

10.8 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.

10.9 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.