

UKAEA Delegate Terms and Conditions

1. Definitions and Interpretation

1.1 In these Terms and Conditions (the "Conditions"), unless the context otherwise requires, the following words and expressions shall have the following meanings:

- "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity.
- "Agreement" means these Conditions and the Registration Form.
- "Authority" means the United Kingdom Atomic Energy Authority as identified in the Registration Form as the organiser of the Event.
- "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Charges" means any fees charged by the Authority to the Delegate for attendance at the Event.
- "Confidential Information" means information disclosed by or on behalf of a party to the other party under or in connection with this Agreement which is marked as confidential, or which the disclosing party has indicated to the receiving party is confidential, or which would be regarded as confidential by a reasonable business person, including all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind.
- "Control" means in respect of any entity, the beneficial ownership of more than 50% of the issued share capital or other equity interests of that entity or the legal power to direct or cause the direction of the general management of that entity, and Controls and Controlled shall be construed accordingly.
- "Data Protection Laws" means, as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with this Agreement: a) the UK GDPR; b) the Data Protection Act 2018; c) any laws which implement or supplement any such laws; and d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- "Delegate" means the individual identified as the Delegate on the Registration Form who has applied for and been accepted to attend the Event.
- "Event" means the exhibition, conference, awards ceremony, or other event set out in the Registration Form.
- "Event Date" means the date(s) on which the Event is to be held as set out in the Registration Form.
- "Force Majeure Event" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing any of its obligations under this Agreement. Inability to pay is not Force Majeure.
- "Intellectual Property Rights" means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software and all similar rights of whatever nature and, in each case: a) whether registered or not; b) including any applications to protect or register such rights; c) including all renewals and extensions of such rights or applications; d) whether vested, contingent or future; and e) wherever existing.
- "Registration Form" means the Authority's prescribed form for registering to attend the Event to which these Conditions are attached, and which is to be completed and submitted by the prospective Delegate.

- "UK GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
- "Venue" means the venue at which the Event is held.

1.2 In these Conditions, unless the context clearly indicates another intention:

- (a) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (b) A reference to "writing" or "written" includes emails.
- (c) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (d) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. Application of Conditions

2.1 These Conditions shall apply to and be incorporated in the Agreement and shall be in substitution for any ongoing arrangement made between the Authority and the Delegate and shall prevail over any terms or conditions contained in or referred to in the Delegate's registration or acceptance of a quotation or specification or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Agreement shall be binding on the Authority unless in writing and signed by a duly authorised representative of the Authority.

3. Registration

3.1 The Registration Form constitutes an offer by the Delegate to purchase attendance at the Event in accordance with these Conditions.

3.2 All registrations are accepted solely on a 'payment with registration' basis and must be made in advance of the Event Date, unless the Delegate has been provided with a specific code or link that identifies them as associated with a Sponsor entitled to free attendance.

3.3 The Authority reserves the right in its sole discretion to refuse to accept a Registration Form and shall be under no obligation to provide any reason for such refusal.

3.4 The Registration Form shall only be deemed to be accepted when the Authority issues written acceptance of the Registration Form, which may be in the form of a confirmation email, at which point and on which date the Agreement shall come into existence.

3.5 If for any reason the Delegate is not accepted for attendance at the Event then any Charges accompanying the registration will be reimbursed in full.

3.6 Any descriptive matter or advertising issued by the Authority, and any descriptions contained in the Authority's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Event described in them. They shall not form part of the Agreement or have any contractual force.

3.7 The Authority does not make any warranty as to the Event in general and in particular in relation to the benefit or outcome (commercial or otherwise) that the Delegate may achieve as a result of attending the Event.

4. Delegate's Obligations

4.1 The Delegate shall:

- (a) Ensure that the personal details submitted in the Registration Form are complete and accurate;
- (b) Co-operate with the Authority in all matters relating to the Event;

- (c) Comply with all applicable laws, including health and safety laws;
- (d) Comply with the no-smoking policies of all venues used for the Event;
- (e) Wear visitor or exhibitor badges, if required, at all times during the Event and comply with any restrictions associated with the badges;
- (f) Ensure familiarity with and compliance with fire evacuation procedures, Venue rules, and any specific requirements provided by the Authority for the Event location;
- (g) Take sole responsibility for their personal belongings and materials brought to the Event, which remain at the Delegate's sole risk and responsibility at all times;
- (h) Not do or omit to do anything that could bring the Authority (or its Affiliates) into disrepute or damage the reputation of the Authority (or its Affiliates);
- (i) Not transfer their registration to another person without the prior written consent of the Authority;
- (j) Behave in a manner that is respectful to other delegates, speakers, exhibitors, and Authority staff throughout the Event;
- (k) Not distribute promotional materials, conduct unauthorised commercial activities, or solicit business from other attendees unless specifically authorised by the Authority;
- (l) Not record, photograph, or film any presentations, exhibitions, or sessions without prior written consent from the Authority and the relevant presenter or exhibitor.

5. Authority's Rights and Obligations

5.1 Subject to clause 3.4, the Authority shall supply access to the Event to the Delegate in accordance with the Registration Form in all material respects.

5.2 The Authority shall use all reasonable endeavours to meet any Event Date specified in the Registration Form, but time shall not be of the essence for performance.

5.3 The Authority reserves the right to amend the Event programme, speakers, or venue if necessary to comply with any applicable law or regulatory requirement, or for any other reasonable cause, provided that any such amendment will not materially affect the nature or quality of the Event.

5.4 The Authority reserves the right to refuse to admit any person, or remove from the Event, any person whose presence, in the opinion of the Authority, is likely to be undesirable and the Authority may exercise such rights notwithstanding that any person is a Delegate who has paid to attend the Event.

6. The Authority's Publications or Other Media

6.1 The Delegate acknowledges that the Authority may record, photograph, or film parts of the Event. The Delegate consents to being recorded, photographed, or filmed during their attendance at the Event and grants the Authority a non-exclusive, worldwide, royalty-free licence to use their image and likeness in any media created by or on behalf of the Authority in connection with the Event.

6.2 Any recordings, photographs, films, or other materials created by or on behalf of the Authority during the Event are the property of the Authority. The Delegate agrees to the reproduction and use of such materials for promotional purposes without limitation or additional consent.

7. Data Protection

7.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

7.2 The Authority will process the Delegate's personal data in accordance with the Data Protection Laws.

7.3 The Delegate acknowledges that third-party exhibitors or sponsors at the Event may capture their personal data if the Delegate chooses to share it with them. The Authority is not responsible for how these third parties process the Delegate's personal data.

8. Confidentiality

8.1 The Delegate undertakes that they shall not at any time during the Agreement, and for a period of five years after attendance at the Event, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the Authority or of any member of the group of companies to which the Authority belongs, except as permitted by clause 8.2.

8.2 The Delegate may disclose the Authority's Confidential Information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 The Delegate shall not use the Authority's Confidential Information for any purpose other than to exercise their rights and perform their obligations under or in connection with the Agreement.

9. Cancellation

9.1 The Authority may (at its sole discretion) suspend, change the date, or cancel an Event at any time for any reason without incurring any liability to the Delegate other than, in the event of cancellation, the reimbursement of any Charges (only) received by the Authority. [If the Delegate notifies the Authority in writing within thirty (30) days of receiving notification of a revised Event Date that they do not wish to attend the re-arranged Event, the Authority shall reimburse any Charges (only) paid by the Delegate.] The Authority shall have no other liability to the Delegate (including, without limitation, any associated travel or accommodation costs).

9.2 If the Delegate wishes to cancel a booking, the Customer shall notify the Authority in writing prior to the Event Date. Upon such written notice, the following cancellation charges shall apply:

a. More than ten (10) weeks prior to the Event Date: No fee will be charged. The Authority shall reimburse 100% of any Charges paid by the Customer.

b. Between six (6) and ten (10) weeks prior to the Event Date: A cancellation fee equal to 50% of the full Charges shall be payable. The Authority shall reimburse 50% of any Charges paid by the Customer.

c. Less than six (6) weeks prior to the Event Date: A cancellation fee equal to 100% of the full Charges shall apply. The Authority shall not reimburse any of the Charges paid by the Customer

The Authority shall have no other liability to the Delegate (including, without limitation, any associated travel or accommodation costs).

10. Limitation of Liability

10.1 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; and
- (c) Any other losses which cannot be excluded or limited by applicable law.

10.2 Subject to clause 10.1, the Authority's total liability to the Delegate shall not exceed the total Charges paid under the Agreement. The Authority's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

10.3 The Authority shall not be liable for any of the following (whether direct or indirect):

- a) loss of profit;
- b) loss of revenue;
- c) loss or corruption of data;
- d) loss or corruption of software or systems;

- e) loss or damage to equipment;
- f) loss of use;
- g) loss of production;
- h) loss of contract;
- i) loss of commercial opportunity;
- j) loss of savings, discount or rebate (whether actual or anticipated);
- k) harm to reputation or loss of goodwill; and/or
- l) wasted expenditure.

10.4 Whilst the Authority shall use reasonable endeavours to deliver the Event as advertised, the Delegate acknowledges and agrees that the Authority shall not be held responsible for any changes to the Event programme, speakers, or other aspects of the Event that are beyond the reasonable control of the Authority.

10.5 The Authority shall not be liable for costs arising as a result of, or in connection with, disruptions on the Event Date caused by the enforcement of Venue site rules, policies and procedures, or unforeseen incidents.

10.6 Subject to clause 10.1, and unless caused by negligence of the Authority, its employees or agents, the Authority shall not be liable for any personal injury caused to the Delegate.

10.7 Subject to clause 9.1, the Authority shall not be liable for any loss or damages as a result of a substitution, alteration or cancellation/postponement of an Event.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) The other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) The other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.2 Without affecting any other right or remedy available to it, the Authority may terminate the Agreement with immediate effect by giving written notice to the Delegate if the Delegate fails to pay any amount due under the Agreement on the due date for payment.

12. Consequences of Termination

12.1 On termination of the Agreement, the Delegate shall immediately pay to the Authority all of the Authority's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the Authority shall submit an invoice, which shall be payable by the Delegate immediately on receipt.

12.2 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

12.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

13. Force Majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for eight (8) weeks, the party not affected may terminate the Agreement by giving 14 days' written notice to the affected party.

14. General

14.1 The Authority 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 Agreement.

14.2 The Delegate shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of their rights and obligations under the Agreement without the prior written consent of the Authority.

14.3 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be: (a) Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) Sent by email to the address specified in the Registration Form.

14.4 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.

14.5 If any provision or part-provision of the Agreement 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 Agreement.

14.6 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 The Agreement 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.

14.8 Each party acknowledges that in entering into the Agreement 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

14.9 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

14.10 Except as set out in these Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.11 The Agreement 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.

14.12 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 Agreement or its subject matter or formation.