

SEMINAR TERMS & CONDITIONS

1. General

With submission of your booking You enter into a binding agreement ("Agreement") with LEIA to participate in a Seminar ("Seminar") managed by LEIA based on these terms and conditions, any rules and regulations issued by LEIA if applicable. Any other terms and conditions contained in any purchase order or proposed by You are not binding on LEIA unless agreed by LEIA in writing.

LEIA reserve the right to refuse any booking without explanation.

2. Booking

You may make a Booking by completing our Booking form and returning it by post or by email to LEIA.

At the time of Booking you shall provide us with the name of the Delegate(s) and any special requirements they may require particularly with regard to diet, mobility and access.

Our Seminars are open to bookings from current LEIA member companies only. All Delegates must be an employee of a current LEIA member company.

3. Price

The total price ("Price") for participating in a Seminar is shown in the Seminar literature. VAT will be added to the Price at a prevailing rate.

4. Payment

You become liable for the full payment of the Price with the submission of Your booking.

The Application shall be accompanied by the purchase order.

Payment for attending the Seminar must be made within 30 calendar days of the date of the LEIA invoice or before the Seminar whichever takes place earlier.

5. Entry and Admission

LEIA reserve the right to refuse admission to any person or to remove persons from a Seminar without explanation.

6. Filming and Photography

- 6.1 We may, at our discretion, choose to photograph of film the Seminar. Subject to Clause 6.2, you grant us an irrevocable licence to use your name, voice, likeness, image and any contribution made by you at or to the Seminar in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.
- 6.2. You must notify us at least 72 hours prior to the Seminar if you do not consent to the use of your name, voice, likeness, image and/or contribution in accordance with Clause 6.1. All such notices must be sent to enquiries@leia.co.uk
- 6.3. On the basis that other Seminar attendees may not consent to the use of their name, voice, likeness, image and/or contribution in accordance with Clause 6.2, we are unable to permit you to photograph, film, broadcast or record the Seminar without our express prior approval.

7. Transfer

You cannot assign, sell or give Your rights to participate in the Seminar to a third party without written consent by LEIA.

8. Variations and Amendments

If You wish to vary or amend Your Application, You must notify LEIA in writing as soon as possible. LEIA will use reasonable endeavours to accommodate requests for change. You will be liable for any increase in Price arising from the variation or amendment.

If, for any reason, LEIA has to change any of the arrangements relating to the Seminar it will inform You forthwith and use reasonable endeavours to minimise the impact of the changes.

9. Cancellation

<u>Cancellation by LEIA</u>: If, for any reason, it becomes necessary for LEIA to cancel the Seminar, Your payment will be refunded less any costs reasonably incurred by LEIA.

<u>Cancellation by You</u>: If You cancel 10 calendar days, or more, prior to its commencement, LEIA will refund You 100% of the Price. If You cancel less than 10 days before the Seminar start date no refund shall be made.

<u>Cancellation due to a force majeure event</u>: Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations if the Seminar is cancelled or abandoned or suspended in whole or in part by a force majeure event which is beyond reasonable control of either of the Parties including but not limited to acts of god, civil unrest, natural disaster, change of law, act of terrorism or vandalism. LEIA shall not be liable to refund to You Your fees if the Seminar is cancelled due to a force majeure Event.

10. Bankruptcy or Insolvency

LEIA may cancel the Agreement after the beginning of any bankruptcy or insolvency proceeding by or against You, or after the appointment of a receiver or an assignee for the benefit of Your creditors.

11. Liability

LEIA will not be liable in contract, tort or otherwise for any indirect or consequential losses including but not limited to loss of profit, loss of use, costs or expenses, or other claims whether caused by LEIA, its employees, contractors or agents arising from You taking part in a Seminar.

Nothing in this Agreement excludes or limits the liability of either Party for: death or personal injury caused by negligence or any other liability which cannot lawfully be excluded or limited.

The liability of LEIA to You for all claims in aggregate attributable to any one Seminar and arising from Your participation in the Seminar shall not exceed the fees paid by You under this Agreement.

12. Indemnity

You shall indemnify, and keep LEIA indemnified, against any loss or damage suffered by LEIA arising from any negligent act by You, Your employees, servants or agents in connection with the Seminar especially when it caused personal injury or damage to property.

13. Data Protection

- 13.1 Any personal data supplied in the Application will be used by LEIA solely for the purposes of facilitating the booking and processing of applicable Seminar CPD certificates. Any personal data provided may be processed outside of the territory of the European Union. All such information shall be retained for 18 months from the date of the Seminar.
- 13.2 In addition, but subject to Clause 13.3:

13.2.1 your job title and organisation will be included on a delegate list, which will be available to all attendees at the Seminar; and

13.2.2 your information will be shared with Seminar speakers. This will enable them to follow up with presentations or relevant information on products or services which they believe may be of interest to you.

13.3 You must notify us at least 72 hours prior to the Seminar if you do not consent to the use of your information in accordance with Clause 13.2. All such notices should be sent to: enquiries@leia.co.uk.

14. Rights of Third Parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

15. Applicable Law

This Agreement is governed and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

16. Contact

You can contact us by emailing enquiries@leia.co.uk or by telephone on 020 7935 3013 or by post to:

Lift & Escalator Industry Association 33-34 Devonshire Street London W1G 6PY

Our office hours are 09.00-17.00 Monday to Friday excluding public holidays (in England and Wales).