Cobalt Institute Delegate Agreement

1. Agreement

1.1 These “Terms and Conditions” set out the contract between the Cobalt Institute Limited (CI) a company incorporated in England with registered number 02647768 and registered office at 18 Jeffries Passage, Guildford, GU1 4AP, UK) and the “Company” in the “Registration Form” submitted by you regarding the attendance by the delegates (“Delegates”) at the event(s) (each an “Event”) specified in the Registration Form. The expressions "we", "us" and "our" refer to the CI and "you" and "your" refer to the Company. Where the person who registered to attend this Event is attending in his or her personal capacity, this contract will be between us and that person, and “you” and “your” will refer to that individual Delegate.

1.2 These Terms and Conditions, the Registration Form, the “CI Confirmation of Registration” (if applicable) and the “Event Invoice” in respect of the Fees (as defined below) set out the entire “Agreement” between you and us. In the event of any conflict, the Terms and Conditions shall prevail. Please print and retain a copy of these Terms and Conditions for future reference.

1.3 These Terms and Conditions set out the conditions of entry to, and attendance at, our Events, and must be complied with by all Delegates. Payment of our Fees will constitute acceptance of these Terms and Conditions. You undertake to draw these Terms and Conditions to the attention of every Delegate, including any Delegate Substitute. You warrant and undertake that any consent provided in the Registration Form on behalf of a Delegate has been authorised by that Delegate. By attending the Event, each Delegate confirms that any consent provided on his or her behalf is authorised by that Delegate.

2. Event attendance, programme and materials

2.1 Subject to availability and provided the CI has received payment in full of the Fees, the CI grants a revocable, non-exclusive, personal right to each of the Delegates to: (a) attend the Event; and (b) use the materials made available by us at the Event (the “Event Materials”) for the purpose of supporting their attendance at the Event.

2.2 You acknowledge and agree: (a) to comply, and procure the compliance of the Delegates, with all applicable laws, regulations and requirements (including without limitation health and safety requirements) in respect of the Event; and (b) that no films, photograph or other recordings of all or any part of the Event (including, for the avoidance of doubt, films, photographs or other recordings of any individual speaker or any presentation made by that speaker) are permitted without our prior written consent. We reserve the right to refuse admission/eject any Delegate without liability to/from an Event for any reason.

2.3 The CI reserves the right in its sole discretion to change the content, speakers, location, and/or timing of the Event without liability. The CI shall use reasonable endeavours to notify you of any Event changes by no later than when it notifies other Event delegates.

2.4 The CI will use reasonable endeavours to satisfy any access or dietary requirements provided you or the relevant Delegate notifies us of such requirements in reasonable
advance of the Event. You acknowledge and agree that, due to the nature of the location/venue of the Events, it may not be possible for such requirements to be satisfied.

2.5 You acknowledge and agree that unless otherwise stated views expressed by speakers at the Event do not represent the views of the CI.

2.6 All Event Materials are provided to you on an "as is" basis and we give no warranties, representations or guarantees that the Event Materials are in sequence, accurate, up-to-date or complete or that use of them will meet the particular requirements of the Delegates. Use of the Event Materials is entirely at your and each Delegate’s risk.

2.7 You acknowledge and agree that, unless otherwise expressly stated, we own all intellectual property and other rights in all Event Materials. You shall not, and shall procure that the Delegates shall not, disclose, distribute or use the Event Materials other than as expressly permitted in clause 2.1.

3. Fees

3.1 The CI shall be entitled to submit an Event Invoice for the registration fee together with all applicable taxes (including without limitation VAT) for the attendance by the Delegates at the Event (the “Fee”) upon receipt of a Registration Form from you. The Fees are not refundable in whole or in part other than as expressly set out at clauses 4.1 and 4.2.

3.2 You shall pay the Fee in full without deduction or set-off: (i) within 30 days of the date of the Event Invoice; or (ii) by the first day of the Event, whichever is earlier.

3.3 The CI may (at its sole discretion) offer discounts (including without limitation “early bird” discounts). To qualify for any “early bird” discounts, you must have: (a) submitted your Registration Form within the discount period specified on our website for the Event; and (b) paid the Fees in full within 30 days of the date of the Event Invoice.

3.4 You shall pay/procure payment of the Fees into any bank account and by any method of payment that the CI shall reasonably request. From time to time the CI may, but is not obligated to, accept payment by you of the Fees via a third-party payment intermediary (the ‘Third Party Payment Provider’). Use of the Third Party Payment Provider is entirely at your own risk. You should ensure that you read any third-party privacy policies and terms of use before using such services.

4. Cancellations, Substitutions and Termination

4.1 If one or more Delegate is unable to attend the Event, (a) you may cancel this Agreement and the CI may in its sole discretion either refund the applicable Fees less a 10% administration charge provided notification of such non-attendance is received by email sent to the email address from which the Confirmation of Registration is issued by 17 April 2019 (no refunds will be given for cancellations received thereafter or non-attendance of all or any part of the Event for any reason) or: (b) “Delegate Substitute(s)” may attend provided that the CI receives notification in writing to the email address from which the Confirmation of Registration is issued at least 48 hours before the first day of the Event and in its sole discretion consents to such substitution. You acknowledge that a refund is your sole remedy in respect of any cancellation under this clause.
4.2 If the Event is cancelled for any reason within our control, then in the CI’s sole discretion the Fee will be fully refunded. We shall not be liable for any loss, damage, costs (including without limitation travel, visa or accommodation costs), expenses or other liabilities incurred by you and/or the Delegates in connection with such Event cancellation. You acknowledge that a refund is your sole remedy in respect of our cancellation under this clause.

4.3 The CI shall be entitled in its sole discretion to terminate all or any part of this Agreement immediately on written notice if (i) you, the Company and/or any of the Delegates is in material or persistent breach of any of its obligations under this Agreement and has not remedied such breach (if capable of remedy) within thirty (30) days of written notice from the CI; or (ii) there is a change of Control of the Company (where "Control" means the power of a person to secure that the Company's affairs are conducted in accordance with the wishes of that person).

5. Privacy, Delegate Lists

5.1 We will process Delegates’ information in accordance with the CI’s Privacy Policy.

5.2 If a Delegate has consented for his or her business information to appear on the delegate list for the Event ("Delegate List"), he or she will be given access to the Delegate List. As between you and us, the Delegate List constitutes the confidential and proprietary information of the CI.

5.3 The Delegate List may only be used for networking purposes connected with the Event. In particular but without limitation, neither you nor a Delegate may:

5.3.1 Disclose the Delegate List to any third party, including another Delegate, another conference participant or any organisation or association of which you or a Delegate may be a member; or

5.3.2 Use the Delegate List for marketing purposes or to host or promote your own event.

5.4 The delegate list may be provided in hard copy or it may be uploaded to the CI website at our discretion.

5.5 The CI (and any entity permitted by the CI) may take photography and make films and other recordings at CI Events and it (and in certain instances, the sponsors of a relevant CI Event or other entities permitted to do so by the CI) may use, incorporate, incorporate and/or publish the photography, film or other recording including in its advertising and marketing campaigns and in any corporate communications. If a Delegate does not wish his or her image to be used in this way he or she must notify the event organiser or another member of the CI team as soon as possible and in any event prior to the end of the Event.

6. Liability and Warranties

6.1 The CI shall not be liable to the Company, any of the Delegates, nor to any other party, for any inaccuracies, errors, omissions, defects, or delays in respect of the Event, the
Event Materials, the Third Party Payment Service Providers, or for any loss or damage, howsoever caused and whether or not for breach of contract, negligence or otherwise and whether or not the CI is advised of the possibility of such loss or damage, including loss of profit, data, business, reputation or anticipated savings, and all indirect, incidental, special, punitive or consequential loss and damage arising in connection with the Event, the Event Materials, the Third Party Payment Service Providers, or otherwise in connection with this Agreement.

6.2 Subject to clause 6.3, the total aggregate liability of the CI, its employees, Affiliates, sub-contractors and agents, to the Company and the Delegates or any other party arising out of or in connection with this Agreement whether the action is grounded in contract or tort (including negligence) or in any other law, and whether common law or statute, will in no event exceed the total amount actually paid by the Company to the CI in respect of the Event.

6.3 Nothing in this Agreement shall be construed as limiting the liability of either party for fraud or for death or personal injury caused by that party's negligence.

6.4 You are fully responsible and liable for any loss or damage howsoever caused by you and/or the Delegates to property (including for the avoidance of doubt the Event venue) or individuals at an Event. You shall on written demand indemnify and keep the CI fully indemnified from and against any loss, damage (including statutory damages), claims, costs and expenses (including legal and other professional costs and expenses), and liabilities suffered or incurred by the CI and/or its Affiliates arising out of or in connection with the attendance of you and/or the Delegates at the Event.

6.5 It is your responsibility to arrange appropriate insurance cover for travel to and attendance at the Event. You and each Delegate are responsible for safeguarding your and their own property at the Event.

7. General

7.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results (or is likely to result) from events, circumstances or causes beyond its reasonable control.

7.2 If any provision of this Agreement (in whole or in part) is found by any competent authority to be unenforceable or illegal, the remainder of the provisions shall remain in force.

7.3 This Agreement is governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

7.4 The English language version of this Agreement prevails over all translations howsoever made available.

For any questions on the terms and conditions, please contact us at:

ci@cobaltinstitute.org