

As per standard CU Terms and Conditions for delegates available below

#### Cancellations

Substitutions are welcome and may be made at any time, at no charge, provided the organisers are informed prior to the start of the event. If you have to cancel your booking, please do so in writing to Cranfield University. Cancellation up to 10 working days prior to the start date is subject to a £100 administration fee, after which, regrettably, no refund can be made. Refunds will be processed after the event.

#### Programme Changes

It may be necessary, for reasons beyond the control of the organiser's, to change programme content, speakers and/or timing of the event. Neither Cranfield University nor the Defence Academy is liable for any changes.

#### UK Military Rates

Rates advertised are for serving UK military salaried staff, these do not include associates and or staff working with or on behalf of the UK military, Symposia at Shrivenham reserve the right to cancel the booking/application or hold any monies paid as a credit toward a full payment.

#### Presentations

Access to and use of any presentations provided are for attendees use only, sharing, reproduction is forbidden without the authors permission. Cranfield accept no responsibility for any data loss due to conversion to PDF.

#### Chatham House Rule

"When a meeting, or part thereof, is held under the Chatham House Rule, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed". In addition to any security classification criteria.

#### Data Protection

If you have received correspondence from us where the personal or company details are incorrect, please contact Symposia at Shrivenham so that we may update our records. Cranfield University gathers and manages data in accordance with the Data Protection Act 1998. The information may be used to update you on our other events and courses. Cranfield University will not share your data with other companies or agencies offering similar services.

#### Health and Safety

I verify that the Company will accept responsibility for the welfare of persons entering their display space with regards to Health and Safety and also accept that all electrical appliances brought on site have been PAT tested within the last 12 months.

#### General Terms and Conditions for supply of services

##### **1.1 Definitions:**

**Charges:** the charges payable by You for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time

**Agreement:** the Agreement between us for the supply of Services in accordance with these Conditions.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:** the Symposia

**Specification:** the description of the Services including details contained in any quotation/proposal provided in writing to You.

**'We' and 'Our':** shall mean Cranfield University registered in England and Wales with company number RC000151.

**'You' and or 'Your':** the person in receipt of the Services.

**Your Default :** has the meaning set out in clause 4.2

#### 1.2 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 any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) 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.

(c) A reference to writing or written includes email.

#### 2. Basis of Agreement

2.1 The description of the Services issued by We, and any descriptions or illustrations contained in the literature, We issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.2 The following documents will form part of the Agreement between us in respect of our supply of the Services;

a) Privacy Policy (Privacy Policy – Symposia\_review\_draft\_HLH.docx)

b) GDPR (General Data Protection Regulation) Compliance document for Symposia (data\_handling\_process.docx)

c) Acceptable use Policy (Acceptable Use - Symposia\_review\_draft\_HLH.docx)

2.3 The Conditions contained and referred to herein shall apply to the Agreement to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### 3. Supply of Services

3.1 We shall supply the Services to You in accordance with the Specification in all material respects.

3.2 We shall use all reasonable endeavours to meet any performance dates specified in the quotation/proposal however any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify You in any such event.

3.4 We warrant to You that the Services will be provided using reasonable care and skill.

#### 4. Customer's obligations

#### 4.1 You shall:

- (a) ensure that any information it provides is complete and accurate;
- (b) co-operate in all matters relating to the Services;
- (c) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (d) comply with any additional obligations as set out in the Specification.

4.2 If Our performance of any obligations under the Agreement is prevented or delayed by any act or omission of Yours or by Your failure to perform any relevant obligation (Your Default):

- (a) We shall without limiting its other rights or remedies have the right to suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve it from the performance of any of its obligations to the extent Your Default prevents or delays Our performance of any obligations;
- (b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) You shall reimburse all monies on written demand for any costs or losses We sustain or incur arising directly or indirectly from Your Default.

#### 5. Charges and payment

5.1 You shall pay each invoice We submit:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account We nominate in writing, and time for payment shall be of the essence of the Agreement.

5.2 All amounts payable by You under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

5.3 If You fail to make any payment due under the Agreement by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per cent per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

5.4 You shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding

#### 6. Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services We shall own .

6.2 You acknowledge that, in respect of any third party Intellectual Property Rights, Your use of any such Intellectual Property Rights is conditional on Our obtaining a written licence from the relevant licensor on such terms as will entitle a license of such rights to You.

#### 7. Limitation of liability:

7.1 Nothing in the Agreement shall limit or exclude Our liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause 7.1, We shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- (a) loss of profits;

- (b) loss of sales or business;
- (c) loss of agreements or Agreements;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

7.3 Subject to clause 8.1, Our total liability to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to £500,000 in the aggregate.

7.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

7.5 This clause 7 shall survive termination of the Agreement.

## 8. Termination

8.1 Without limiting its other rights or remedies, either party may terminate the Agreement by giving the other party one month's written notice.

8.2 Without limiting its other rights or remedies, 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 and (if such a breach is remediable) fails to remedy that breach within 14 days of that party 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 having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (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; or
- (d) the other party's financial position deteriorates that in the terminating party's opinion the other party's capability to fulfil its obligations has been placed in jeopardy.

8.3 Without limiting its other rights or remedies, We may terminate the Agreement with immediate effect by giving You written notice if:

- (a) You fail to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) You are subject to a change of control.

8.4 Without limiting its other rights or remedies, We may suspend provision of the Services under the Agreement or any other Agreement between us if You become subject to any of the events listed in clause 8.2(b) to clause 8.2(d) or We reasonably believe that You are about to become subject to any of them, or if You fail to pay any amount due under this Agreement on the due date for payment.

## 9. Consequences of termination

On termination of the Agreement for any reason:

- (a) You shall immediately pay us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

## 10. General

10.1 Force majeure. 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 result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

(a) We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

(b) You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

10.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

10.4 Entire agreement.

(a) This Agreement and all documents referred to in it 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

10.5 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of the Agreement 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 clause shall not affect the validity and enforceability of the rest of the Agreement.

10.8 Notices. Any notice which may be required to be given by either Party under this Agreement shall be deemed to have been duly given if left at or sent by recorded delivery

post, if to Cranfield sent to Cranfield University, Contracts Office, Cranfield, Bedfordshire, MK43 0AL, and if to the Client to the Client's last known place of business or its registered office or to such other address as the Client shall have previously designated in writing.

10.9 Third parties. No one other than a party to the Agreement shall have any right to enforce any of its terms.

10.10 Freedom of Information Act. The Client acknowledges that Cranfield is subject to the Freedom of Information Act 2000 and undertakes to assist and co-operate with Cranfield to enable Cranfield to comply with any information disclosure obligations.

10.11 Governing law. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or shall be construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of courts of England.