

General Terms of Business

Thank you for choosing Wilmington Healthcare Limited (“WHL”) to support you and your business.

1. How your Agreement with WHL works

- a. Your (“Your” / “You” / “Customer”) Agreement with WHL is made up of the relevant Order Form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
- b. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
- c. This Agreement is a contract between the Customer organisation or individual identified as such in the order form for the relevant WHL products and services (‘Order Form’) and Wilmington Healthcare Ltd a company incorporated in *England and Wales* under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London, UK, E1 8QS.

2. General Terms of Business – Boilerplate Terms

- a. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
- b. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time.
- c. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
- d. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- e. Notices required under this Agreement will be sent by email to the relevant party’s address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
- f. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand’s websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically

comply with any legal or contractual requirement that such communication be made in writing.

- g. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
- h. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
- i. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
- j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- k. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
- l. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
- m. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
- n. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
- o. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
- p. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
- q. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's [Privacy Policy](#)

3. Anti-Bribery and Sanctions

- a. You warrant that you will:
 - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - ii. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 - iii. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.
- b. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.
- c. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Conference Delegate Terms of Business

When you apply to register for a conference which is organised and managed by WHL, your agreement will be subject to the terms and conditions below ('Conference Delegate Terms and Conditions').

1. Scope of these Conference Delegate Terms and Conditions

- a. These Conference Delegate Terms and Conditions set out your participation in your application to register for the Conference (as defined on the relevant Booking Form, which for the purposes of this Agreement will be deemed to be the Order Form).
- b. The Conference is organised and managed by WHL.
- c. Your application to register for the Conference is subject to availability and to you making full payment (where relevant).
- d. You may apply to register yourself for the Conference and you may apply to register other individuals for the conference. Where you apply to register other individuals for the Conference and that registration is accepted, you will ensure that each such individual is aware of, agrees to be bound by and complies with these Conference Delegate Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Conference Delegate Terms and Conditions as if it had been your failure.

2. Confirmation of Registration

- a. We will send you confirmation or rejection of your application to register for the Conference within five (5) working days of our receipt of your application.

3. Prices and Payment

- a. There may be a price payable for attending the Conference. These prices are set out on the relevant Order Form or can otherwise be obtained from us upon request.
- b. Prices may be subject to change from time to time.
- c. If your application is confirmed, we will send you an invoice for the relevant amount within ten (10) working days of confirmation. This invoice will set out payment instructions and terms. Payment is due immediately on receipt of this invoice.
- d. If you apply to register for the Conference less than two (2) weeks before the date of the Conference, we will only accept payment by a credit card, unless we expressly agree otherwise in writing. If for any reason we have not received payment in full by the date of the Conference, you will be asked as a condition of being allowed to attend the Conference to provide payment by credit card on the day of the Conference.
- e. We reserve the right to cancel your booking at any time if payment is not made.

4. Ownership of Intellectual Property Rights

- a. All intellectual property and other proprietary rights in the Customer Materials will be solely and exclusively owned by you, together with any goodwill therein, and we will not acquire any rights in the Customer Materials.
- b. All intellectual property and other proprietary rights in (the "Event Marks") will be solely and exclusively owned by us, together with any goodwill therein.
- c. You will not acquire any rights in the Event Marks all intellectual property and other proprietary rights in or arising out of or in connection with the Event (including any rights accruing in the Event Marks) will be owned by us but always without prejudice to clause 6(a).
- d. Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks.

5. Licence of Intellectual Property Rights

- a. WHL hereby grants to you a non-transferable, non-exclusive, royalty-free licence to use the Event Marks provided to solely to promote your sponsorship of the Event, during the term of this Agreement, on the terms set out in this Agreement.
- b. You agree that you will not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style.
- c. You hereby grant to WHL a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trademark (the "Customer Materials") provided to us both:
 - i. during the Term to promote and exploit the Event; and
 - ii. for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

6. Intellectual Property Rights Indemnity

- a. You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of the Customer Materials in accordance with these Conference Delegate Terms and Conditions infringes the intellectual property or other proprietary rights of any third party.
- b. If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property or other proprietary rights then it will promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including the provision or

completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but will not be obliged to take any further action.

7. Delegate Passes

- a. We will issue you with a delegate pass for use at the Conference. Your delegate passes are valid for you as the named attendee only. Subject to clause 4b below, you may not transfer your delegate passes to another event.
- b. If you are unable to attend the Conference we welcome substitute delegates at no extra cost provided that we have received payment in full. Please notify us of any substitutions by email at: eventsupport@hsj.co.uk
- c. You (or your authorised substitute) may be asked for photographic ID during the Conference. If an individual is unable to provide identification which matches the delegate pass, they may be asked to leave the Conference

8. Changes to the Conference and Cancellations

- a. It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing or location of the Conference or the advertised speakers. We reserve the right to do this at any time.
- b. Where we alter the time or location of the conference, we will notify you of that alteration and we will offer you the choice of either a voucher for a future event (up to the value of sums paid in respect of your attendance at the Conference) or the opportunity to attend the Conference as varied.
- c. We will have no obligation to refund any amounts paid in respect of any Client cancellations or non-attendance. Any balance of the payment will remain due and payable where the Client has cancelled or not attended.

9. Conference Content: Ownership and Use

- a. All rights in all presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Conference (including audio or audio-visual recording of the Conference) ("Content") are owned by us or are included with the permission of the owner of the rights.
- b. During the course of the Conference, you may be recorded in a variety of media including still photography and audio. You consent to being recorded in any media and agree that WHL may use any such recording for any purpose connected to the Conference without your prior approval and with no obligation to compensate you for that use. WHL may write reports on the Conference including as the basis for articles to be included in any of WHL's publications in digital or written format. WHL may produce articles regarding the Conference which name and quote particular delegates and you consent to being named and quoted in any such article.

- c. Subject to the remainder of this Clause 6, you may only use Content for your own internal business purposes, in accordance with fair practice and only to the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.
- d. Nothing in these Conference Delegate Terms and Conditions permits you to, and you agree that you will not:
 - i. upload any Content into any shared system;
 - ii. include any Content in a database;
 - iii. include any Content in a website or on any intranet;
 - iv. transmit, re-circulate or otherwise make available any Content to anyone else;
 - v. make any commercial use of the Content whatsoever; or
 - vi. use Content in any way that might infringe third party rights or that may bring WHL or any of our affiliates into disrepute.

10. Content Disclaimers

- a. You acknowledge that the Content does not necessarily reflect our views or opinions.
- b. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.
- c. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
- d. The Content is provided on an 'as is' basis without any warranties of any kind, express or implied.
- e. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.
- f. WHL excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

11. Limitation on WHL's Liability

- a. Subject to clause 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Conference Delegate Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your attendance at the Conference.

- a. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by You (including your delegates) during or otherwise in relation to a Conference.

12. GDPR

- a. This clause sets out the responsibilities of WHL ('the Provider'), and the Customer in relation to the General Data Protection Regulation, Data Protection Act 2018 and any other applicable data protection law ("Data Protection Law"). Any terms or words defined in Data Protection Law and used in this clause relating to personal data shall have the meaning set out in Data Protection Law. Where the Provider processes any personal data in relation to services or products covers by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement), and shall comply with Data Protection Law in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Law and that the Provider may, under Data Protection Law, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty.
 - I. All data collected and processed in connection with the delivery of the Services to You shall be processed in accordance with WHL's Privacy Notice which can be found at <https://www.wilmingtonplc.com/wilmington-plc-privacy-notice>.
 - II. You agree that your name, job title and organisation will be added to a delegate list for the event which will be shared with our partners and speakers. Our website may also feature information on the event which details the type of attendees already registered.
 - III. If you view a partner session (live or on demand) your name, job title and organisation will be shared with that Event Partner.
 - IV. Whilst completing the Order Form, you can choose to receive further relevant information by email from the Event Partners. If you opt in, you consent to allow WHL to share your name, job title, organisation and email with the Event Partners for this purpose.

13. Force Majeure

- a. Neither Party shall be liable to the other for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the Party in question.