

EdYOUFest Terms and Conditions

1. INTRODUCTION

1.1 EdYOUFest (the event) is organised and managed by EDYUUGALLERY LTD, a company registered in Ireland with registration number IE623755 and registered office at 4, Cornfield Lane Newtown Cunningham Ireland.

1.2 References to “us” means EDYUUGALLERY LTD and references to “we” “us” and “our” shall be construed accordingly. Reference to “you” means the entity completing a booking request and references to “your” shall be construed accordingly.

1.3 All applications to register for the event, are made subject to these Terms & Conditions (which shall apply to the exclusion of any terms imposed by you).

2. BOOKINGS

2.1 All applications to register for the event are subject to availability and you making full payment.

2.2 Confirmation (or rejection) of your booking will be sent to you by email within five (5) working days of our receipt of your booking request.

3. PRICES AND PAYMENT

3.1 Our prices for attending the event, is set out on the relevant registration booking form or the relevant purchase order form or can otherwise be obtained from us upon request or from our website. Prices may be subject to change from time to time.

3.2 If your booking has been confirmed an invoice will be sent to you of the full amount.

3.3 If for any reason we have not received payment in full by the date of the conference you (or the attending delegate) will be asked as a condition of being allowed to attend the conference to provide payment in cash on the day of the conference. We reserve the right to cancel your booking at any time if payment is not made.

4. CONTENT

4.1 Although the Speakers will keep the intellectual property of their presentations, all rights in all presentations, documentation and materials published or otherwise made available as part of the event (including but not limited to any documentation packs or 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. No (i) photography, filming or recording; or (ii) republication, broadcast or other dissemination of the Content is permitted. You shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Content (save that use by the relevant delegate for internal business purposes shall be permitted), and in particular (but without limitation) you shall not (and shall procure that each of your delegates shall not):

4.1.1 upload any Content into any shared system;

4.1.2 include any Content in a database;

4.1.3 include any Content in a website or on any intranet;

4.1.4 transmit, re-circulate or otherwise make available any Content to anyone else;

4.1.5 make any commercial use of the Content whatsoever; or

4.1.6 use Content in any way that might infringe third party rights or that may bring us or any of our affiliates into disrepute.

4.2 The Content does not necessarily reflect our views or opinions.

4.3 Suggestions or advice contained in the Content should not be relied upon in place of professional or other advice. Whilst we take reasonable care to ensure that the Content created by us is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an “AS IS” basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

4.4 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.

5. LIABILITY

5.1 Subject to Clause 6.4, our aggregate liability to you, however caused, in respect of all claims (or series of claims) arising out of or in connection with these Terms & Conditions or otherwise in connection with any booking (or requested booking) made by you or otherwise in relation to the event, shall be limited to the price paid by you in respect of your booking to attend the conference.

5.2 Notwithstanding any other provision in these Terms & Conditions, but subject to Clause 6.4, we shall not be liable, in each case however caused for any:

5.2.1 direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) business;
- (d) contracts;
- (e) opportunities;
- (f) data;
- (g) anticipated savings or interest;
- (h) reputation;
- (i) goodwill;
- (j) use; or

5.2.2 costs of wasted management or staff time; or

5.2.3 travel, accommodation or other costs and expenses; or

5.2.4 indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

5.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you during or otherwise in relation to a conference.

5.4 Nothing in this these Terms and Conditions shall limit or exclude either party's liability for:

5.4.1 death or personal injury caused by that party's negligence, to the extent prohibited by law;

5.4.2 fraud or fraudulent misrepresentation; or

5.4.3 any other liability which cannot be limited or excluded by applicable law.

5.5 We shall not be in breach of these Terms & Conditions for any change to the conference under clause 4.1 or any postponement and/or cancellation of the conference under clause 4.2 of these Terms & Conditions and you acknowledge that the rights in respect of postponement and/or cancellation of the conference under clause 4.2 are your sole rights and you waive all other rights and remedies in respect of any postponement and/cancellation of the conference. For the avoidance of doubt, we shall not be liable to you or any third party for any travel, accommodation or other costs and expenses incurred in connection with any change to the conference under clause 4.1 or any postponement and/or cancellation of the conference under clause 4.2 of these Terms & Conditions.

5.6 The parties agree that each of the sub-clauses in clause 6.2 and each of the sub-paragraphs 6.2.1(a) to 6.2.1(j) in sub-clause 6.2.1 constitute separate terms and the introductory wording of clause 6.2 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 6.2 or otherwise.

5.7 The term “however caused” when used or referred to in this clause 6 shall cover all causes and actions giving rise to our liability arising out of or in connection with these Terms & Conditions or the conference: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in these Terms & Conditions), negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether caused by any total or partial failure or delay of the conference; and (iii) whether deliberate (but not in bad faith) or otherwise, however fundamental the result.

6. FORCE MAJEURE

6.1 We shall not be liable for any hindrance, failure or delay in performing any of our obligations arising out of or in connection with these Terms & Conditions as a result of an event or series of connected events beyond our reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), default of suppliers or sub-contractors, compliance with any law or

governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) (“Force Majeure Event”).

6.2 In the event of a Force Majeure Event, we shall be entitled, without liability, at our sole discretion to vary, perform, suspend performance of, postpone, cancel the conference and/or the contract between us and/or terminate the contract between us subject to these Terms & Conditions on giving written notice to you.

7 GENERAL

7.1 These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

7.2 You acknowledge that in registering a delegate place you have not relied on, and shall 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 and Conditions.

7.3 EDYUOGALLERY LTD is a company which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU Government. We operate a Company Sanctions Policy which means that we cannot allow attendees at our conferences or awards to be based, residing or connected with a country or organisation subject to EU sanctions and EDYUOGALLERY LTD reserves the right to refuse bookings from or entry to any such persons or organisations

7.4 If any one or more provisions of these Terms & Conditions shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of these Terms & Conditions shall not as a result in any way be affected or impaired. However, if any provisions of these Terms & Conditions shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

7.5 These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

7.6 You accept that communication with us may be electronic. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication is made in writing.

7.7 These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder.

8 SITE Terms & Cookies

Please read Site Terms & Cookies.