

The Management Consultancy Careers Fair terms and conditions for Attendees

1. Definitions

“**Attendee**” means and company, firm or person who has paid the Attendance Fee to the Organiser via the Credit Card Booking System before the Last Booking Date and has had such booking positively confirmed by the Organiser by email;

“**Attendance Fee**” means £10;

“**Credit Card Booking System**” means the set of pages at the internet site www.theconsultancycareersfair.com and the associated pages www.worldpay.co.uk;

“**Fair**” means the Management Consultancy Careers Fair to be held at the Barbican Exhibition Hall 1 in London on the 9th and 10th October 2008, organised by the Organiser;

“**Fair Premises**” means the Barbican, London;

“**Last Booking Date**” means the 1st October 2008; after this date, tickets bought will either be sent by post or be collectable at the fair on the day. Should you not receive your ticket by post, please bring your receipt and ID on the day and we will issue you with a ticket.

“**Organiser**” means ADD Ventures Europe Limited a company incorporated in England and Wales with company number 04175954 and registered office at Claire House, Bridge Street, Leatherhead, Surrey KT22 8HY.

“**Payment Date**” means the date 30 days after the date of invoice;

“**Terms and Conditions**” means these terms and conditions; and

“**Ticket**” means the document issued by the Organiser to the Attendee before the Fair and which allows (subject to clause 2.1) the Attendee to gain access to the Fair.

2. Gaining Entry to the Fair

2.1 The Organiser will admit any Attendee with a valid Ticket to the Fair.

2.2 The ticket can be used to gain entry on one of the two dates the Fair is being held i.e. either on the 9th October 2008 or on the 10th October 2008.

2.3 The Organiser is providing the service of entry to the Fair and the Attendee Fee is not a payment in any way, shape or form to finding the Attendee a job.

2.4 Subject to any variation under these Terms and Conditions, the Agreement between the Attendee and the Organiser relating to attending at the Fair shall be on these Terms and Conditions to the exclusion of all other terms and conditions.

3. Ticketing

3.1 The Organiser will post a ticket to each Attendee if the Attendee has booked the ticket by the 1st October 2008. The Organiser will use, when posting the ticket, the name and address submitted by the Attendee to the Credit Card Booking System. If the Attendee purchases a ticket on or after the 1st October, you will need to bring your confirmation email and a valid form of identification to collect your ticket at the reception desk of Hall 1, Barbican Exhibition Centre on the day you choose to attend.

3.2 The Attendee can, at any time, up to and including the Last Booking Date, change the address details via the Credit Card Booking System.

3.3 The Organiser does not make any guarantees as to whether or when the Ticket shall arrive. In the event of an Attendee not receiving or losing their Ticket they can apply to the Organiser at its discretion for a special code and instructions to be sent, by email, to them to gain admittance on the day.

4. Late Booking

The Organiser may at its sole discretion consider booking applications by potential Attendees received after the Last Booking Date but is not required to do so. In such circumstances, the Organiser may, at its sole discretion, charge a higher fee than the Attendance Fee.

5. Ticket Sales On The Day Of The Fair

The Organiser may at its sole discretion consider selling tickets for cash to Attendees on the date of The Fair, at a higher fee than the Attendance Fee.

6. Attendee Cancellation and Refund Policy

6.1 The Attendee may cancel their booking by giving notice in writing to the Organiser at any time up to 30 before the Fair is due to take place. If the Attendee gives valid notice of cancellation the Organiser will refund any payment made by the Attendee to the Organiser.

6.2 By law, customers in the European Union have the right to withdraw from the purchase of an item within 7 working days of the day after the date the item is delivered. To cancel your purchase within the seven-working-day cooling-off period, please return the receipt that will be emailed to your email address and we will process the refund with 24 hours.

7. Organiser Cancellation

The Organiser can cancel the Fair and terminate the Agreement with the Attendee immediately on notice in writing in the event that circumstances, acts or omissions beyond its control prevent, delay or substantially affect performance or its ability to perform its obligations under the Agreement. Such events include without limitation, war, national emergency, acts of God, fire or damage to the Fair Premises, insolvency of the owners of the Fair Premises, a failure to obtain all necessary licences and consents, compliance with law or governmental order, actions by the owners of the Fair Premises, strikes, lock-outs or any other form of industrial dispute. In the event of cancellation under this clause 6, the Organisers liability will be limited to refunding any payment made by the Attendee to the Organiser. For the avoidance of doubt the Organiser shall not be liable to the Attendee for any loss of business profits in the event the Fair is cancelled under this clause 7.

8. Attendee Obligations

8.1 The Attendee must not:

- 8.1.1 impede in any way the Organiser or its agents in the conduct of the Fair and the arrangements for security of, and supervision of the Fair Premises;
- 8.1.2 do anything on the Fair Premises which will cause damage to the Fair Premises or cause nuisance, annoyance, disturbance, inconvenience, injury or damage to the Organiser, the owners or occupiers of the Fair Premises or adjacent or neighbouring premises;
- 8.1.3 conduct any unlawful activities on the Fair Premises;
- 8.1.4 do anything on the Fair Premises which is reasonably to be considered a hazardous activity or which could endanger the public;
- 8.1.5 do or omit to do anything that could cause any insurance policy on or in relation to the Fair or Fair Premises to become wholly or partly void or voidable;
- 8.1.6 alter, or affix anything to the structure, fittings or furnishings of the Fair Premises;
- 8.1.7 obstruct walkways of the Fair;

- 8.1.8 use any electrical equipment without first obtaining the written consent of the Organiser, in the event that permission is given the Attendee shall ensure that the electrical equipment is in good working order and used in a safe manner and in compliance with all applicable legislation;
- 8.1.9 sell any goods or supply any food, liquor or other refreshments;
- 8.1.10 distribute, display or hand out any promotional or advertising material in the Fair Premises;
- 8.1.11 take photographs or make video recordings other than for private non-commercial use.

9. Property Damage

Property brought to the Fair Premises by the Attendee is the sole responsibility of the Attendee. The Organiser shall not be responsible or liable for the safety or security of, nor any loss or destruction of or damage to any such property.

10. Indemnity and Liability

- 10.1 The Attendee shall on demand indemnify the Organiser against all losses arising directly or indirectly from (i) any act, omission or negligence of the Attendee or any persons at the Fair expressly or impliedly with its authority, or (ii) any breach by the Attendee of the obligations contained in these Terms and conditions.
- 10.2 In no circumstances whatsoever shall the Organiser be liable to the Attendee in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill, or business opportunity or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if it had been advised of the possibility of the other incurring the same).
- 10.3 The total liability of the Organiser to the Attendee in respect of this Agreement shall not in any event exceed twice the Attendance Fee.
- 10.4 Nothing in these Terms and Conditions excludes or limits the Organiser's liability for (i) death or personal injury caused by their negligence (ii) for fraud or fraudulent misrepresentation or (iii) for any matter for which it is not possible by law to exclude, or attempt to exclude, liability.

11. Termination

- 11.1 The organiser may immediately terminate the Agreement by giving the Attendee notice in writing and refuse to allow the Attendee to attend the Fair;

- 11.1.1 if the Attendee commits any material breach of its obligations under the Agreement which (if remediable) is not remedied within 7 days after the service of written notice specifying the breach and requiring it to be remedied; or
- 11.1.2 if the Organiser reasonably considers there to be a risk to public security or of damage to the Fair Premises; or
- 11.1.3 if the agreement to hire the Fair Premises expires or is terminated for any reason.

12. General Conditions

- 12.1 No variation of the Agreement shall be binding unless agreed in writing between, and signed by, the authorised representatives of the Attendee and the Organiser.
- 12.2 The Attendee shall not be entitled to assign, subcontract or otherwise transfer any of its obligations under the Agreement without the prior consent in writing of the Organiser.
- 12.3 No waiver by the Organiser of any breach these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision. The rights and remedies under these Terms and conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 12.4 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.5 Any notices required to be given under the provisions of these Terms and Conditions shall be in writing and shall be deemed to have been duly served within two days after posting if sent by first class registered or recorded delivery post correctly addressed to the relevant party's address. The address for the Organiser is as specified at clause 1 of these Terms and Conditions and the address for the Attendee is as specified in the submittal to the Credit Card Booking System
- 12.6 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement, but his clause does affect a right or remedy of a third party which exists or is available apart from the Act.
- 12.7 These Terms and Conditions, the Ticket and submittal to the Credit Card System represent the entire agreement between the Organiser and the Attendee and supersede any prior oral agreement, understanding or arrangement whether oral or written.

12.8 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the Courts of England for the settlement of all disputes or claims which may arise out of or in connection with the Agreement.