

## Terms and conditions

### 1 Information about us

Thank you for choosing ETC Venues Limited ("ETC" and references to "we", "us" or "our" shall be construed accordingly) from whom to hire a venue (the "Venue") for the event described in the Particulars and the Final Details as defined below (the "Event"), together with the services described in the Particulars (the "Services"). ETC is a company registered in England and Wales, company number 02717522 having its registered office at Prospero House, 241 Borough High Street, London SE1 1GA.

### 2 Important information

- 2.1 In these terms and conditions, references to "you" and "your" are references to the "Customer", as identified in the particulars to which these terms and conditions are attached (the "Particulars") as updated in the document entitled 'Final Details', as further defined in clause 6 below.
- 2.2 The Particulars, the Final Details, these terms and conditions and any document attached thereto to the Particulars constitute the contract between you and ETC (the "Contract"). For the purposes of this Contract: the words "in writing" or "written" shall include by email or fax; and references to a "credit account" with us is to a credit account in your name with us that we have approved; and reference to any aspect of an Event being "Booked" shall mean the details of such aspect as set out in the Particulars or as otherwise agreed as part of the Contract.
- 2.3 Please note that ETC's venues are booked in advance and cancellations do not always allow ETC the opportunity to re-book venues for replacement clients. Your attention is particularly drawn to ETC's cancellations policy in clause 7. Agents must have regard to clauses 15 and 16.
- 2.4 If you have any questions, please contact the person handling your booking for any further information. Alternatively, you can contact us by telephoning our customer service team on 020 7105 6080 or by e-mailing us at the following address: [theteam@etcvenues.co.uk](mailto:theteam@etcvenues.co.uk).

### 3 The booking process

- 3.1 For credit account bookings to become confirmed, ETC must receive a signed copy of the Particulars together with your deposit(s) (if applicable) within 3 working days of the date stated on the Particulars, otherwise the Venue may be released by ETC for use by any third party.
- 3.2 Credit account bookings booked online will become confirmed after ETC receives the online booking form and confirms your booking in writing having processed your order. Credit/debit card bookings booked online will become confirmed after ETC receives the online booking form and confirms your booking in writing having processed your order. Confirmation of an online booking by email does not constitute full and final confirmation but a provisional booking.
- 3.3 Bookings will not be confirmed if you have any outstanding and overdue debts or if there are any other queries over your credit status.

### 4 Payment

- 4.1 You must pay the charges set out in the Contract by the due dates specified in the Particulars and ETC must receive the charges in cleared funds into its bank account in English Pounds Sterling. Your failure to pay any amount due and payable under the Contract or, if you are a credit account customer, there not being sufficient funds on your account to meet the total amount that is due (but not necessarily payable) under the Contract (the "Booking Value"), shall entitle ETC (at its absolute discretion) to choose to cancel your booking with immediate effect by written notice to you. ETC reserves the right to charge you for any charges incurred where insufficient funds are available or where your foreign currency payment is converted into English Pounds Sterling.
- 4.2 ETC shall be entitled to charge your account for the charges incurred for any extras such as food, beverages or facilities provided at your Event at ETC's prevailing standard venue rates and for any additional attendees (which for the purposes of the Contract includes scheduled attendees, visitors, invitees and/or guests) that attend your Event beyond the number confirmed in the Final Details at the agreed price per attendee.

- 4.3 Our bank account details for payment are as follows:

Bank: Santander UK plc  
A/C name: etc venues limited Current Account  
Sort code: 09-02-22  
A/C no: 10530762  
Iban: GB46 ABBY 0902 2210 5307 62  
BIC: ABBY GB2L

**We will not change the details of our bank account that is relevant to your payment of our charges without having first contacted you in writing. As an anti-fraud measure you should then verify by phone that the written notification is validly from us. Accordingly, if at any time you receive any communication that appears to be from us notifying you of any change to the above bank details, without us having contacted you as aforesaid, then please do not make any payments pursuant to this Contract to any other bank account other than the one whose details are set out above and contact us immediately of such event.**

### 5 Methods of payment

#### 5.1 Online Bookings paid by credit/debit card

Online bookings (that are not on a credit account with us) may be paid by the following credit or debit cards: MasterCard, Visa, Visa Debit, Solo or American Express. ETC charges a 2.0% administration fee on all online bookings paid by credit, debit or charge card. Bookings made online and paid by credit, debit or charge card are non-refundable (except in the event of a Force Majeure Event).

#### 5.2 Bookings via a credit account

Payments to us in respect of any booking under any credit account you have with us may be made by cash, cheque, credit card, debit card, CHAPS or BACS transfer. Payment (in cleared funds) is required within 14 days of the date of the invoice unless otherwise agreed by ETC in writing. If payment is made by cheque, please ensure the cheque is made payable to "ETC Venues Ltd". **NB:** any cheque payment by you will be deemed to have been made only after the cheque has cleared into our account in full. ETC charges a 2.0% administration fee on all credit bookings paid by credit, debit or charge card.

#### 5.3 Other Bookings paid by credit/debit card

Any other bookings not mentioned above paid by card will have a 2% administration fee applied by ETC.

#### 5.4 Business-to-business payments

By signing this contract, you represent and warrant that you are a business and not a consumer as defined under The Consumer Rights (Payment Surcharges) Regulations 2012 as revised from time to time. You represent and warrant that you will only use a business card if you pay by credit card or other card for any charges. As such the 2% administration fee will be applicable.

### 6 Costs are calculated on attendee numbers

Our charges for your Event will be calculated on the number of attendees: (i) that are set out in the Contract; or (ii) who attended the Event (for any period), **whichever is the higher**. To enable ETC to prepare properly for your Event, please send ETC a written update of the final number of attendees you expect together with a list of the names and details of the scheduled attendees (which includes scheduled attendees, visitors and/or guests) and any corresponding dietary requirements no later than 5 working days prior to the commencement date of the period of hire for the Venue and no later than 10 working days for events with 100 attendees or more (the "Final Details").

### 7 Cancellations, amendments and deposits

- 7.1 Whilst ETC appreciates that the number of attendees can vary, unless ETC receives written notice with 5 working days of the period of hire of the Venue (and at least 10 working days in respect of an Event with more than 100 or more attendees) in the Final Details of any reduction or increase in attendee numbers, ETC shall assume that the number of attendees stated in the Particulars is correct and shall make its preparations in reliance upon that information provided by you, the costs for which you will be liable for at the corresponding rates set out in the Contract.

- 7.2 If you cancel the Event, then you will be liable to pay our cancellation fees in accordance with this clause 7. To the fullest extent permitted by law, you acknowledge that the applicable cancellation fees represent a genuine pre-estimate of ETC's loss and opportunity cost in such circumstances and that you will not seek to challenge or avoid paying such fees. You must confirm cancellations and/or changes to the number of attendees in writing to us, otherwise such cancellations or changes will not be accepted by us. The notice period becomes effective on our receipt of that written confirmation.
- 7.3 At any time prior to the Event, we are entitled to require and you agree to pay a deposit in such amount as we consider (in our reasonable opinion) is required in order to secure the satisfaction of your obligations pursuant to the Contract.
- 7.4 Any deposits paid are non-refundable (except in the event of a Force Majeure Event or where ETC cancels the Event without cause) regardless of when cancellation takes place because the deposit is required to be paid to secure and reserve the space for the Event and cancellations do not always allow ETC the opportunity to re-book venues. Subject to the foregoing, the amount of your non-refunded deposits will be offset against any applicable cancellation charges that you incur.
- 7.5 Unless otherwise agreed, until you have paid the full amount of all deposits that we have required from you, we are not under any obligation to satisfy the Booking as payment of sums due to ETC to agreed terms and due dates is your fundamental obligation under this Agreement; and ETC may, at its absolute discretion, resell the space you have Booked if you fail to meet these payment obligations. If you cancel the Event before a first deposit is paid whether or not it is due, cancellation fees are still due and payable as ETC has reserved the space of for you and withheld it from sale.
- 7.6 An invoice for any balance due to us in respect of your Event that is not covered by your deposit(s) will be raised after the last day of the Event.
- 7.7 ETC cancellation charges are as follows (with attendees calculated as per clause 6):

**A. Cancellation charge for an Event with 200 or more attendees per day:**

Notice period before the scheduled first day of Venue hire	% of value of total Booking (including room hire and catering (as applicable))
More than 36 weeks to 52 weeks inclusive of part weeks	50%
24 to 36 weeks inclusive	75%
Less than 24 weeks	100%

**B. Cancellation charge for an Event with 150 or more (but less than 200) attendees per day:**

Notice period before the scheduled first day of Venue hire	% of value of total Booking (incl room hire and catering (as applicable))
More than 24 weeks to 36 weeks inclusive of part weeks	50%
12 to 24 weeks inclusive	75%
Less than 12 weeks	100%

**C. Cancellation charge for an Event with 100 or more (but less than 150) attendees per day:**

Notice period before the scheduled first day of Venue hire	% of value of total Booking (incl. room hire and catering (as applicable))
More than 18 weeks to 30 weeks inclusive of part weeks	50%
8 to 18 weeks inclusive	75%
Less than 8 weeks	100%

**D. Cancellation charge for an Event with 40 or more attendees per day (but less than 100 attendees):**

Notice period before the scheduled first day of Venue hire	% of value of total Booking (incl. room hire and catering (as applicable))
More than 12 weeks to 24 weeks inclusive of part weeks	50%
4 to 12 weeks inclusive	75%
Less than 4 weeks	100%

**E. Cancellation charges for any other Event not reflected above:**

Notice period before the scheduled	% of value of total booking (including
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first day of Venue hire of	room hire and catering (as applicable)
2 to 8 weeks inclusive of part weeks	50%
Less than 2 weeks	100%

Half days are counted as days on a pro rata basis: i.e. 20 delegates for a half day are treated as 10 delegate for a full day for cancellation purposes.

**8 Training/event rooms and facilities**

- 8.1 Booked attendee numbers are taken into consideration for the purposes of allocating any room(s) for your or our other customers' Event(s), and therefore your room(s) may be subject to change unless expressly agreed otherwise.
- 8.2 Advertised facilities and the information quoted in marketing materials regarding the Venue may be subject to change at any time. No liability is accepted for any errors or omissions in such marketing materials.

**9 Wifi**

Access to the Wi-Fi service provided at the Venue may be affected (including suspended and/or terminated) by a number of factors including acceptable and lawful use of the Wi-Fi service. You remain responsible for the use (including misuse and abuse) of the Wi-Fi service by your officers, employees, agents, sub-contractors, attendees, visitors, invitees, guests and/or anyone accessing the Wi-Fi service through them.

**10 Audio visual and IT Equipment**

You remain responsible for the use of audio visual and any other IT equipment provided at the Venue (the "IT Equipment"). Use of the IT Equipment shall at all times remain subject to compliance with any guidelines, instructions, safety and security procedures applicable to the use of such IT Equipment.

**11 Damage to the Venue**

You are responsible for the space allocated to you during the Event. Any damage to your allocated rooms or its contents (or any other part of the Venue) incurred as a result of your acts, omissions or negligence, including those of your contractors, agents, attendees (or representatives of any of the foregoing), will result in your being charged for the costs of repair.

**12 Damage to or loss of property**

Whilst reasonable efforts are made to ensure the Venue and ETC's other premises are safe and secure, ETC does not accept any liability for any theft or loss of or damage to your and/or any visitors' property.

**13 Third party sourced food and beverages**

You shall ensure that food and beverage not purchased from us shall not be brought into or consumed at the Venue by you or your attendees. Unless supplied by ETC, wines or other beverages are not permitted in the Venue without ETC's prior written consent. A corkage charge will be applied at our standard rates where consent is given for third party sourced beverages.

**14 Credit accounts**

Credit accounts are granted to ETC's customers at ETC's absolute discretion. To apply for a credit account, ETC requires you to complete and return an application form at the latest 10 working days before your Event and pay any deposit(s) as stipulated by ETC therein. The grant of a credit account is subject to credit checks, credit status and, where appropriate, approval by ETC's credit insurer. Credit accounts may be suspended immediately without notice where credit customers fail to meet agreed credit terms or credit status deteriorates or credit insurance is withdrawn.

**15 Your booking on behalf of Your Client**

If you are booking a Venue on behalf of a third party, you must disclose in writing prior to entering into a Contract with us the name and other reasonable identification details of the party that you are booking the Venue on behalf of ("**Your Client**"). If you are entering into a Contract with us on behalf of Your Client, you hereby confirm, warrant and represent that you have the approval and the necessary authority of Your Client to enter into the booking on their behalf and to bind Your Client to the term and conditions of the Contract. We will not be required to satisfy any bookings made by a party on behalf of another party without the written approval and authority of that other party first being supplied to us. Where Your Client requires a purchase order number or similar reference number for any Event and you have not supplied one before the date of the Event, ETC shall be entitled not to satisfy the corresponding

Contract for the Event. At any time prior to the Event, we shall be entitled to require and you agree to procure from Your Client (promptly on our demand) a letter of credit indemnity in our favour if we consider (at our absolute discretion) that your creditworthiness is inadequate in respect of your obligations pursuant to the Contract.

#### 16 Your booking on your own account for Your Client

If you are entering into a Contract on your own account for the benefit of Your Client, you must (prior to the date of entering into the Contract) disclose to us the name of Your Client. If you are acting as aforesaid, you hereby warrant and covenant that you have the full legal responsibility for the Booking and our costs and charges in the event that the Your Client does not satisfy its obligations to you.

#### 17 Your obligations

17.1 You must provide full and accurate information to ETC in a timely manner for the purposes of the Booking. Incomplete or inaccurate information could result in additional charges being levied on you. ETC reserves the right to cancel your booking and terminate the Contract if the information that you have provided is incomplete or inaccurate.

17.2 You may make, sell, broadcast, distribute or reproduce any material (in any format (audio or visual or otherwise) or medium) from your Event provided it does not disparage, adversely affect the reputation of ETC or otherwise creates or potentially creates any perception of an adverse connection or association of ETC or any of its employees, officers, venues or spaces with any party (be it with you or a third party).

17.3 You must not use the Venue or any part of it for any activities which in ETC's reasonable opinion, are dangerous, offensive, breach health and safety rules or which are or may become a nuisance to ETC or the owner or occupier of the Venue or any neighbouring property. ETC reserves the right (i) to require you or your attendees (or representatives of either) to leave the Venue; (ii) to terminate the Contract immediately (in which case the full amount will be payable) if the noise or nuisance cannot be controlled at an acceptable level and the offending party refuses to leave; (iii) to disconnect electricity supplies to noise producing or audio visual equipment; and (iv) to cancel any further bookings which you have made (irrespective of whether you have paid a deposit).

17.4 Where ETC has agreed to provide catering services for the Event, you must disclose full and accurate details of the food allergies of the attendees of the Event to us in a pro-active and timely manner and /or as required by ETC.

17.5 You must observe all rules notified to you from time to time relating to the use of the Venue and staging of the Event.

17.6 An obligation on you not to do any act, matter or thing includes an obligation not to cause or permit the doing of such act, matter or thing.

17.7 If you request us to copy and we provide you copies of any material that you supply to us, you warrant and covenant to us you have all appropriate legal rights and permissions (for example copyright licences) to ensure that our creating and supplying you with such copies is lawful.

#### 18 Termination

18.1 ETC shall be entitled to terminate a Contract immediately on notice to you if any money due and payable under the Contract has not been paid by the due date for payment.

18.2 Either party may terminate a Contract by written notice to the other if the other party commits a material breach of its obligations under this Contract and (where the breach is capable of being remedied) that breach has not been remedied within 5 working days following receipt of written notice giving full particulars of the breach and requiring it to be remedied.

18.3 Either party may terminate a Contract immediately by written notice to the other party if the other party becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order or a receiver or

administrative receiver is appointed over all or any of its assets or takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, has its shares or assets taken over by a company whose financial standing is unacceptable to the other party.

18.4 The termination or expiry of a Contract shall not affect any rights or obligations which may have accrued prior to termination or expiry. Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of a Contract shall remain in full force and effect.

18.5 On termination or expiry of a Contract (howsoever caused), you shall within 5 working days, pay ETC all sums due and payable under the Contract together with any accrued interest (if applicable).

#### 19 Insurance

19.1 ETC shall maintain employer's liability insurance that complies with the statutory requirements and public and products liability insurance cover of £10,000,000 with a limit of not less than £5,000,000 in respect of any one claim.

19.2 You shall maintain employer's liability insurance that complies with the statutory requirements and public and products liability insurance cover of £10,000,000 with a limit of not less than £5,000,000 in respect of any one claim.

19.3 You shall be responsible for insuring against loss of or damage to your property and the property of your: attendees, contactors, sub-contractors and agents; and against the death, injury, loss or damage suffered by any such persons.

19.4 Each party shall deliver certificates of insurance to the other upon reasonable request to satisfy the other that the abovementioned requirements are satisfied, and, in the case of your certificates, in any event prior to the Event.

#### 20 Liability

20.1 To the maximum extent permitted by law, your and ETC's respective aggregate liability, whether in contract (including under any indemnity or warranty), in tort (including negligence) under any statute or otherwise under or in connection with this Contract shall be limited to the higher of (i) the charges payable by you to us under the Contract; or (ii) £20,000.

20.2 Save for clause 7, but otherwise notwithstanding any other provision of the Contract, neither party shall be liable to the other party or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under any statute or otherwise for or in respect of any indirect or consequential loss even if it was notified of any potential consequential loss.

20.3 The limits on liability set out in the Contract shall not apply in respect of any liability for death or personal injury resulting from a party's negligence; any liability for fraud or fraudulent misrepresentation by a party; any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and any other liability to the extent which it cannot be lawfully excluded.

#### 21 Force Majeure

21.1 Subject always to clause 21.2, neither party shall be liable to the other for any failure to fulfil its duties hereunder if and to the extent that such failure results from any circumstances beyond the reasonable control of that party, which shall include (without prejudice to the generality of the foregoing): fire, flood, strikes, loss of utilities, suspension of transportation facilities, any act of God, any act of war or civil disorder, government intervention, acts of terrorism, or any event which causes the whole or a substantial part of the Venue to be closed to the public or make it impossible or illegal to host the Event at the Venue (a **Force Majeure Event**).

21.2 Save (only) where the Venue is reasonably unavailable for the Event due to having suffered physical damage or not being supplied with gas, electricity or water utilities required for your Event, any event or circumstance that obstructs or otherwise interferes adversely with any of your attendees being able to travel to or attend the Event at the Venue (for example any transport, travel or border control restrictions,

whether caused by political or governmental actions, local or national security alerts or restrictions, war or natural events) shall not be construed as a Force Majeure Event, and it shall be entirely your responsibility to have protected yourself from your liability to us under the Contract by way of having effected and maintained appropriate insurance cover in such regard.

21.3 A Force Majeure Event will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by such period as is reasonable.

21.4 To the extent that the material satisfaction of the Contract is prevented by a Force Majeure Event affecting our ability to satisfy the Contract, the Contract shall be deemed to have terminated and you shall be repaid all sums you have paid under the Contract.

## 22 Subcontractors

You shall not, without ETC's prior written consent, subcontract or assign any of your rights or obligations under the Contract. ETC's consent to any subcontracting under this clause shall not relieve you of your obligations to ETC under this Contract. You shall be fully responsible to ETC for the acts or omissions of your agents, subcontractors and their personnel and of Your Client, if applicable. Any obligation on you to do, or refrain from doing, any act or thing shall include an obligation upon you to procure that any agents and subcontractors and Your Client (if applicable) also do, or refrain from doing, such act or thing.

## 23 Data Protection

23.1 For the purposes of these terms and conditions:

"**Data Protection Legislation**" means all applicable data protection, privacy and electronic marketing legislation including Directives 95/46/EC and 2002/58/EC, Regulation (EU) 2016/679 (the **GDPR**) and any legislation and/or binding regulations amending, replacing, supplementing, implementing them or made in pursuance of them including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and any codes of practice relating to the same;

"**ICO**" means the Information Commissioner's Office; and

"**Personal Data**" means personal data (as defined in Article 4 of GDPR) that are provided by the Customer to ETC and the Venue in relation to the Event and the Services comprising the following: (1) the following information regarding the proposed attendees of the Event to which the Services relate: name, email address, dietary or other particular requirements in relation to the event (the **Delegate Data**); and (2) the following information regarding the employees or other representatives of the Customer with whom Venue will liaise for the purposes of planning and hosting the Event and delivering the Services: name, job title, work office address, work email address and work direct dial and switch board telephone number (the **Contact Data**).

23.2 For the purposes of this clause 23, the terms "**controller**", "**processor**", "**data subject**" and "**processing**" (and its cognate terms) shall have the meaning given to them in Article 4 of GDPR. It is acknowledged between the parties that the processing of the Personal Data is for the legitimate business interests of the parties, for the purpose of the demand for and supply of the Event and the Services and to perform our obligations under this Contract or any other contract that we have agreed with you, and with regards to the Contact Data, on the basis and for the purposes set out in ETC's prevailing privacy policy, as referred to below.

23.3 To the extent that ETC and the Venue receives any Personal Data, the parties hereby acknowledge that the Customer shall be the controller, and ETC shall be the processor, in respect of Personal Data, save that ETC shall be a controller of the Contact Data under the terms of and for the purposes set out in ETC's prevailing privacy policy, a copy of which is at <https://www.etcvenues.co.uk>. To the extent that ETC is the Customer's processor of the Personal Data save to the extent of any conflict with and without limitation to ETC's rights and obligations as a controller of the Contact Data, ETC shall:

23.3.1 only process such Personal Data as is necessary to provide the Services or in accordance with the Customer's express written instructions from time to time;

23.3.2 to the extent that tETC is acting as processor, the Customer hereby gives ETC its general authorisation to use sub-processors to process the Personal Data on behalf of the Customer provided that: the same data protection obligations of ETC as set out in this clause 23 between shall be imposed on that other processor by way of written contract or other law; and where that other processor fails to fulfil such obligations, ETC shall be fully liable to the Customer for the performance of that other processors obligations; and ETC shall notify the Customer of any intended changes to such sub-processors so that the Customer shall have a reasonable opportunity thereafter to object to such change (and the Customer hereby agrees not to unreasonably object to such change);

23.3.3 take all measures required by Article 32 of the GDPR (or such provisions as they appear in successor Data Protection Legislation);

23.3.4 not transfer Personal Data outside the European Economic Area without the prior written consent of the Customer;

23.3.5 ensure that persons authorised by ETC to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

23.3.6 provide assistance to the Customer (by appropriate technical and organisational measures in so far this is possible taking into account the nature of the processing) in the Customer complying with its obligations under Articles 32 to 36 of the GDPR (or such provisions as they appear in successor Data Protection Legislation) in respect of the Personal Data, including assisting the Customer in complying with a data subject's rights laid down in Chapter III of GDPR (or such provisions as they appear in successor Data Protection Legislation) and to co-operate with supervisory authorities;

23.3.7 save to the extent reasonably required by ETC for its audit, legal or other compliance purposes, at the end of the duration of this Agreement, promptly delete or return to the Customer (at the Customer's discretion) all Personal Data (subject to agreeing a reasonable period for the completion of such obligation); and

23.3.8 upon request by the Customer, provide all information necessary to demonstrate its compliance with the obligations set out in clauses 23.3.1 to 23.3.8 (inclusive).

23.4 To the extent that ETC cannot reasonably satisfy its obligation under clause 23.3.8 above, the Customer shall have the right (but not the obligation) to audit ETC to ensure ETC's compliance with the obligations set out in clauses 23.3.1 to 23.3.8 (inclusive), in which regard ETC shall provide information and files (whether in electronic copy or hard copy) as requested by the Customer and give the Customer (or the Customer's nominated auditors) reasonable access to ETC's premises and systems **provided always that** such audit is conducted as follows:

23.4.1 only after reasonable written notice of such audit having been given by the Customer to

ETC and it being reasonable for the Customer (or its nominated auditor) to undertake such audit instead of obtaining the demonstration of ETC's compliance with the obligations set out in clauses 23.3.1 to 23.3.8 above by other (less obtrusive or onerous) means, for example, by seeking (any or further) information from ETC under clause 23.3 above; and

23.4.2 only to the scope and extent as is necessary to demonstrate such compliance (with the redaction of any parts of any documentation or other information made available by ETC that are of a commercial, financial, proprietary, market sensitive or confidential nature); and

23.4.3 to the extent that such audit takes place at the premises of ETC or using any of the systems, staff or other resources of ETC, at all times under the chaperone of ETC (or such representative of ETC as is/are notified by ETC to the Customer or the Customer's nominated auditors); and

23.4.4 that no copies of any information that are not the Personal Data are taken or kept by the Customer (or by any other auditor instructed by the Customer) without the prior written consent of ETC (or its nominated representative for such purpose); and

23.4.5 only after the Customer (and any other auditor instructed by the Customer) has entered into a written confidentiality agreement on such terms as are reasonably required by the ETC in respect of any information made available by ETC and/or that are disclosed to, viewed or otherwise gathered by the Customer (and/or any other auditor instructed by the Customer) during or as a result of the audit.

23.5 ETC shall be entitled to recover from the Customer its reasonable costs and expenses for fulfilling its obligations set out in clauses 23.3.6 to 23.3.8 (inclusive) and in clause 23.4.

## 24 General

### 24.1 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto. The parties acknowledge and agree that in entering into the Contract they have not relied on any statement, representation, undertaking or promise given or implied from anything said or written in communications between the parties prior to the date of the Contract, save for (if applicable) any notification by you of your acting on behalf of a third party in relation to this Contract and the details of Your Client.

### 24.2 Confidentiality

The Contract, these terms and conditions (and any provision and/or information relating to them) are confidential and you shall not (unless required by law or relevant authority) disclose any part of them to anyone else (other than to Your Client, if applicable) without ETC's prior written consent, which ETC may withhold in its absolute discretion.

### 24.3 Notices

All notices to be given under the Contract shall be in writing and shall either be delivered personally or sent by first-class or pre-paid post, facsimile transmission or email and shall be deemed duly served: in the case of a notice delivered personally, at the time of delivery; in the case of a notice sent by first-class pre-paid post, two business days after the date of dispatch; and in the case of a facsimile transmission or electronic mail, if sent during normal business hours, then at the time of transmission and if sent outside normal business hours then on the next following business day. Each notice shall be addressed to the address of the party concerned set out in the Particulars or

to such other address as that party shall have previously notified to the other party.

### 24.4 Non-solicitation

You shall not and shall procure that your agents and sub-contractors and (if applicable) Your Client shall not, for the duration of the Contract solicit or entice away any employees of ETC during the term of the Contract. Your breach of this clause shall entitle ETC to charge you an amount equivalent to 25% of the final year's gross salary of the employee whilst he was employed by ETC.

### 24.5 Third Party Rights

A person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 24.6 Waiver

ETC's rights and remedies shall not be affected by any failure to exercise or delay in exercising any right or remedy except a specific waiver or release in writing and any such waiver or release shall not prejudice any other rights or remedies of ETC. No waiver by ETC of any breach of these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 24.7 Intellectual property

ETC grants to the Customer a revocable, non-exclusive, royalty-free licence to use the intellectual property of ETC solely for the purposes of organising, marketing and advertising the event to its actual or prospective attendees and/or employees.

### 24.8 Amendment and variation

Any amendment or variation to the Contract must be agreed by ETC in writing and signed by one of your directors and a director of ETC.

### 24.9 Assignment

Neither party may assign, novate or otherwise transfer any of its rights or obligations under the Contract to any other person without the prior written consent of the other party.

### 24.10 No agency

Each party represents and undertakes that it is entering into the Contract as principal unless specifically agreed otherwise in advance in writing by the parties.

### 24.11 Invalidity

If any provision of the Contract is found to be invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

### 24.12 Governing law and jurisdiction

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).