

## TERMS AND CONDITIONS

Think Publishing Limited (“Think”, “we”) is a company registered in England and Wales, registered number 03817566 and registered address 65 Riding House Street, London, W1W 7EH.

Think is responsible for running the CIPS Sustainable Procurement and Supply Summit (the “Event”) on behalf of CIPS.

These terms set out the conditions which apply to your purchase of a ticket and your attendance at the event and form an agreement between us (the “Agreement”).

Think events are intended only for business, academic or professional audiences. If you are an individual consumer, you must make this clear to us prior to making any booking and different terms may apply to your booking.

### 1. PURCHASING A TICKET

1.1 The price of a ticket for each person attending the Event (“Attendee”), together with any supplementary options and packages available, for attendance at the Event (the “Attendance Fees”) shall be as specified on the Event website.

1.2 You are required to complete an online registration form and should check the order carefully before confirming it. Your booking is not confirmed until you receive an email confirmation from us which sets out the details of your booking and other useful information. If you do not receive the email confirmation within 24 hours of submitting the online registration form, please contact us as soon as possible before the start of the Event. It is your responsibility to update us with any changes to your contact details so that we can contact you about your booking and the Event if required.

1.2 Where the Event is directed at or intended for certain categories of Attendee, we shall be entitled to refuse entry to the Event if we reasonably believe you do not meet any attendance criteria specified by us on the Event website. We reserve the right to refuse admission to any person whom we consider to be unsuitable for admission to the Event or to remove such person after the start of the Event.

1.3 Unless otherwise stated, the Attendance Fees for the Event do not include accommodation, travel, meals or refreshments and you shall be responsible for arranging such at your own cost where required.

1.4 The Attendance Fees payable may depend on whether you are a CIPS Member and on the level of membership held by you. This will be set out in the online registration form.

1.5 Any discounts or offers advertised for a particular event (such as “Early Bird” offers) may be time limited and/or subject to availability and will be subject to additional terms and conditions. If you have a discount code, you will need to enter this at the time of booking your registration ticket. A maximum of one discount code per customer can be redeemed at any given time. Please note that not all registration ticket options will be eligible for discount codes.

1.6 Payment of Attendance Fees can be made either via credit card as part of the online registration process, or via invoice. VAT will be charged where applicable in

addition to any publicised prices. Where the invoice option is selected, we shall raise an invoice for the amount specified. Payment is due on the date specified on that invoice and in any event prior to the start of the Event. Payment of any bank transfer charges are your responsibility. If you fail to make payment in full of sums due to us we reserve the right to cancel your registration and/or refuse entry to the Event, and you shall be liable to be pay an administration fee and interest on the amount unpaid, together with all costs and expenses incurred by us (including legal costs and expenses) in recovering sums due.

1.7 In the event that you need to cancel your booking, you must provide us notice in writing via email to [logistics@thinkpublishing.co.uk](mailto:logistics@thinkpublishing.co.uk). Such notice will not be deemed as received unless we issue an acknowledgement to you. If you cancel 30 or more calendar days before the Event, we will refund your Attendance Fee in full, less a 15% administration fee. Where you cancel less than 30 calendar days before the Event, there will be no refund. If you cancel a booking and there are outstanding payments you may be liable for payment of the full Attendance Fee depending on the date and time of the cancellation.

1.8 If you are unable to attend, we welcome you nominating a substitute Attendee to attend in your place. Please email [logistics@thinkpublishing.co.uk](mailto:logistics@thinkpublishing.co.uk) as soon as possible and no later than 30 calendar days before the Event, providing us with the name of the person who will not be attending as well as the full name of the substitute, job title and contact details. If the substitute Attendee has differing requirements (e.g. dietary) from the original Attendee, we may not be able to accommodate such changes. We may reject any unsuitable Attendees at our absolute discretion.

1.9 You agree not to resell, transfer ownership of or allow any other person to use your right to attend the Event without our permission.

## 2. ATTENDANCE AT THE EVENT

2.1 You are required to make your own arrangements for transport to the Venue. We are not responsible for any inability to attend owing to failure of transport.

2.2 If you arrive late you may not be allowed to enter the Event until there is a suitable break in the Event and/or until suitable door arrangements have been made.

2.3 If you have any additional requirements due to a disability, food allergies or for any other reason, please contact us as soon as possible and, in any event, 7 days before the start of the Event.

2.4 You acknowledge and agree that we may vary the Event venue ("Venue"), the date and time of the Event, the presenters, speakers, discounts, offers, and other elements of the Event.

2.5 We, or a third party appointed by us, may from time to time photograph and/or film the Event and utilise any footage or photos for publicity and/or marketing materials. You acknowledge and agree that it is your responsibility to notify a member of the our staff or one of our volunteers on the day of the Event if you do not wish any photograph or footage in which you may appear to be published by us or CIPS.

2.6 Any breakout session places will be allocated on a first come, first served basis and can be pre-booked. Please review the programme once available before booking on to a breakout session. Please ensure that you arrive promptly for your session(s) as latecomers may not be admitted.

2.7 Unless otherwise agreed by us in advance and in writing, all attendees must be at least 18 years of age.

2.8 You shall behave in a manner appropriate to the Event and the Venue whilst travelling to or from the Event and attending the Event. You must comply with the rules and regulations governing the Venue including dress codes and rules of entry. If you bring any property to the Venue, or if you use car parking facilities at the Venue, you do so at your own risk. We are not responsible for any loss and/or damage to such property or vehicles.

2.9 We reserve the right to refuse admission to any person whom we consider in our absolute discretion to be unsuitable for admission to the Event or to remove such person after the start of the Event. In such circumstances, there will be no refund of the Attendance Fee.

2.10 You assume all of the risks of participating in the Event including but not limited to any accidents, slips, falls, negligent acts of other participants or effects of weather.

2.11 You shall not do anything which we reasonably believe could bring us, CIPS, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such.

2.12 You shall not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event unless expressly permitted in writing by us.

### 3. CANCELLATION OR POSTPONEMENT OF THE EVENT

3.1 We reserve the right to cancel or reschedule the Event at our sole discretion for any reason and at any time including but not limited to by reason of a force majeure event as set out in these terms. We shall notify you in writing of the cancellation or rescheduling as soon as possible.

3.2 You agree that we shall not be in breach of these terms by virtue of any cancellation or rescheduling of the Event which is effected in accordance with these terms.

3.3 If we cancel the Event we will refund any Fees paid and we will use reasonable endeavours to notify you of such cancellation.

3.4 Upon us notifying you of any rescheduling of the Event, you may contact us following receipt of such notice and request a refund of any sums paid by you, at which point the Agreement shall be terminated.

3.5 Any refund any sums paid by you under these terms shall be payable within 30 days of the amount being agreed.

3.6 For the avoidance of doubt, no reduction or refund of the Fees shall be payable where the Agreement is terminated other than in accordance with this clause 3.

3.7 You agree that we will have no further liability under this Agreement, in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with respect of any cancellation or postponement of the Event or the moving of the Event to a new Venue, including but not limited to travel and accommodation costs.

#### 4. NOT USED

#### 5. LIMITATION OF LIABILITY

5.1 Neither you nor us shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraud and/or fraudulent misrepresentation; and (c) any other loss that cannot legally be limited at law.

5.2 You shall not exclude or limit your liability under any indemnities given by you under this Agreement.

5.3 You shall fully and effectively indemnify and hold harmless us and CIPS against all losses, actions, costs (including reasonable legal fees and disbursements), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of these terms by you and any acts or omissions of yourself, your employees, agents, contractors, visitors, attendees and/or guests at the Venue arising out of or in connection with the Event and/or the Venue.

5.4 We shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

5.5 Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the Fees you paid to us.

#### 6. DATA AND MARKETING

6.1 Think and CIPS are committed to safeguarding your personal information. Whenever Attendees provide such information, Think and CIPS are legally obliged to use Attendee information in line with all applicable laws concerning the protection of personal information, including the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) May 2018. For further information, please view CIPS' privacy policy.

6.2 To the extent that you provide us with Personal Data under this Agreement, the CIPS Privacy Policy (as set out on the CIPS website) shall apply to the provision of such Personal Data to us. In respect of your personal data, Think acts as a processor on behalf of CIPS, who act as the data controller.

6.3 We want all interactions with Think Publishing and CIPS to be safe environments for members, non-members, as well as for other organisations and members of the public that interact with us.

6.3 Any Personal Data provided to us in the provision, administration or delivery of the Event (including associated activity such as any awards competition) will be used strictly for those purposes. This may include passing such information to Venue staff for purposes required for conference delivery. It remains your responsibility to advise the organisers of any dietary and/or access requirements that you may have. It may also include sharing your data with an approved list of data processors who act under our direct instruction to ensure the effective operation of the Event. No data is kept by these data processors after the Event.

6.4 In providing your information to us, you agree for use your data in this way. No data will be shared with an advertiser or other third party without your explicit consent.

6.4 Please note that Attendee data provided to Think Publishing at the time of registration will be shared with CIPS. By registering for the Event, you are agreeing to have your information shared with CIPS. We shall be entitled to refer to you as an Attendee of our Event in sales and marketing literature (including websites) and reproduce any of your business logos and/or trademarks for that sole purpose.

6.5 The Event websites contain hyperlinks to websites owned and operated by third parties. These third party websites have their own privacy policies, and are also likely to use cookies, and we therefore urge you to review them. They will govern the use of personal information you submit when visiting these websites, which may also be collected by cookies. Think and CIPS do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

6.7 If an Attendee gives permission, the Attendee's name and contact information (name, company, email and country) will be shared with Event sponsors. Please note, once this information is shared with Event sponsors, this data then belongs to the relevant Event sponsor(s).

## 7. GENERAL TERMS

7.1 Termination. This Agreement shall commence on the date your booking is confirmed and shall continue, unless the Event or your attendance at such is cancelled in accordance with these terms, until the date upon which the Event ends ("Term") when it shall terminate automatically without notice. We may terminate this Agreement at any time by giving you 15 days' written notice and we may terminate this Agreement immediately by written notice whenever you breach any provision hereof which expressly entitles us to terminate the Agreement.

7.2 Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

7.3 Notices. All notices (including any invoices) under this Agreement shall be in writing via email and shall be sent to the address specified by the recipient. The notice shall be deemed to have been given within 12 hours of delivery to the sender's ISP provided within that time no notice of delivery failure has been received.

7.4 Force Majeure. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, any curtailment to or cancellation of public transport, strikes or walkouts, communicable disease, epidemic, acts or threats of terrorism or civil unrest, or communications line failure which (a) hinders, delays or prevents us in performing any of our obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against ("Force Majeure Event"). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate this Agreement by giving you 5 Business Days written notice. In such circumstances we reserve the right not to refund your Attendance Fees and advise that insurance should be taken to cover such

eventualities. A Force Majeure Event shall not entitle you to delay payment of any sums under this Agreement.

7.5 Third party rights. Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.

7.6 Assignment and sub-contracting. This Agreement is personal to you. You shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of your rights and responsibilities under this Agreement without our prior written consent. Such consent shall not relieve you from any liability or obligation under this Agreement and you shall be responsible for the acts, omissions, defaults and/or negligence of your sub-contractors as fully as if they were your own. We may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of our rights and responsibilities under this Agreement at any time without your prior written consent.

7.7 Amendments and changes. No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.

7.8 Severability. If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and the Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.

7.9 No Waiver. A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

7.10 Further assurance. Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested of it by any other party to implement and give full effect to the terms of this Agreement.

7.11 Entire Agreement. This Agreement sets out the entire understanding of the parties in relation to its subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

7.12 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English Courts, to which the parties irrevocably submit.