

Standard Terms and Conditions for Events and Training

1. Interpretation

- 1.1 "Agreement" means these terms and conditions and the supply of Services to which it relates; "Booking Form" means the Events Sponsorship Booking Form or Online Booking Portal completed by the Customer. "Customer" means the company, organisation or individual which accepts the supply of Services; "BRC" means BRC Trading Limited (company number: 04281617); "Personnel" means any officers, employees, agents or sub-contractors; "Price" means the price agreed for the Services; "Services" means the services to be provided by BRC to the Customer as specified on the Booking Form.
- 1.2 Unless other terms and conditions are expressly accepted by BRC by a specific written amendment hereto, the Agreement between the parties shall be on the terms and conditions set out below, whether or not the same are endorsed upon, delivered with or referred to in any Booking Form or other document delivered or sent by the Customer to BRC.

2. Basis of Contract

- 2.1 By submitting a Booking Form the Customer agrees to be bound by this Agreement and a binding contract between Customer and BRC will only be formed when written confirmation of acceptance is sent by BRC to the Customer using the Customer contact details provided in the Booking Form (whether or not the confirmation is received by the Customer). The Customer is advised to contact BRC (events@brcglobalstandards.com or training@brcglobalstandards.com, as applicable) if confirmation is not received within 7 days of submitting the Booking Form.

3. Price

- 3.1 Unless expressly stated otherwise the Price is exclusive of VAT which shall be charged at the rate and in the manner prescribed by law from time to time.

4. Payment

- 4.1 Payment shall be made in full by the Customer when purchasing the Services in respect of the Online Booking Portal or within 28 days of the date of BRC's invoice in the currency specified on the invoice for events providing that full payment shall be made by the Customer prior to the start of the Services.
- 4.2 Debt recovery costs and interest on overdue payments shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 as amended, extended, consolidated or replaced from time to time or other similar laws that may be applicable.
- 4.3 Where the Customer defaults under any agreement with BRC in payment on the due date of any sum due to BRC, BRC without liability may cancel this Agreement with immediate effect, or any other agreement between BRC and the Customer, but without prejudice to any right or remedy which BRC may have against the Customer in respect of such default.

5. Liability and Indemnity

- 5.1 BRC shall perform the Services with reasonable care and skill. Except to the extent that BRC can be shown to have been negligent in carrying out the Services or in providing information or advice to the Customer, BRC accepts no responsibility for the use made of any information or advice arising therefrom by the Customer or any third party. The aggregate liability of BRC under this Agreement shall be limited to the value of the Services, and the Customer shall have a duty to mitigate any loss suffered by it pursuant hereto. In no event shall BRC be liable for loss of profits, loss of business or revenue, loss of anticipated savings, depletion of goodwill, any third party claims, or any indirect or consequential loss or damage, which arise out of or in connection with this Agreement. Nothing in this Agreement shall exclude or limit BRC's liability for death or personal injury caused by the negligence of BRC, its employees or agents or for fraudulent misrepresentation.
- 5.2 BRC specifically excludes liability for Customer travel, accommodation and other ancillary expenses in the event that the Services are terminated or cancelled pursuant to this Agreement. While BRC shall endeavour to provide as much notice as feasible prior to any such cancellation or termination, Customer is advised to bear this in mind in its travel and accommodation choices.
- 5.3 BRC hereby excludes all conditions, warranties and stipulations statutory, express or implied, which but for such exclusion would or might subsist in favour of the Customer except as expressly provided for in this Agreement or where the Customer is by law deemed to be a consumer.
- 5.4 Save insofar as BRC can be shown to have been negligent under clause 5.1, the Customer shall: (1) fully indemnify BRC and BRC's Personnel against any loss, damage or injury (including injury resulting in death) to property or person sustained by (a) BRC and/or its Personnel, (b) the Customer and/or its Personnel, and (c) any third party, where such loss, damage or injury is caused by the negligent act or omission of the Customer or the Customer's Personnel; and (2) fully indemnify BRC against all financial liability (including professional costs) suffered or incurred by BRC as a result of, or in connection with any third party claim brought against BRC resulting from death, injury, damage or loss occasioned by the use, operation, methods or other results of the Services.
- 5.5 The Customer's sole remedy in respect of any liability of BRC or its Personnel shall be in damages.

6. Health and Safety

- 6.1 The Customer shall ensure that all appropriate safety measures and legislation are observed in connection with the Services.
- 6.2 Where applicable, the Customer shall ensure that the Customer's Personnel attending external premises in connection with the Services comply at all times with all health and safety measures, procedures and protocols in place on the external premises and with such other directions regarding safe working as may be directed. BRC reserves the right at its absolute discretion to refuse to admit to or remove from external premises any of the Customer's Personnel who in BRC's opinion are unable to comply with this clause 6.2.

7. Intellectual Property

- 7.1 Unless otherwise agreed in writing, the ownership of any and all rights in and to any training materials, copyright, patents, designs, conceptual solutions, analyses, processes, inventions, software, databases, know-how, confidential information, any other rights in intellectual property (whether registered or unregistered) or otherwise ("IP"), other than third party rights, arising as a result of BRC providing the Services ("BRC IP"), shall remain vested in BRC. BRC shall grant the Customer a non-exclusive non-transferable licence to use the BRC IP solely in accordance with this Agreement.

8. Confidentiality

- 8.1 Each party acknowledges and agrees that any and all information concerning the other party's business disclosed in the performance of the Services is confidential ("Confidential Information") and each party agrees to keep confidential such Confidential Information for a period of five (5) years from the date of acceptance for the supply of Services. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, or which is required to be disclosed in order to comply with a legal requirement.

9. Cancellation

- 9.1 The Customer may cancel this Agreement by providing BRC with notice in writing (to events@brcglobalstandards.com or training@brcglobalstandards.com, as applicable) not less than 28 days prior to the start of the Services for Services booked through the Online Booking Portal or not less than 60 days prior to the start of the Services for Services booked through the Events Sponsorship Booking Form.
- 9.2 Subject to compliance with clause 9.1 a full refund of the Price less any outstanding sums due will be payable to the Customer by BRC.

10. Termination

- 10.1 BRC may terminate this Agreement for convenience with immediate effect by notice in writing.
- 10.2 BRC may terminate this Agreement if the Customer is in material breach of this Agreement and, where such breach is remediable, the Customer fails to remedy the same within 14 days of the receipt of a written request to so remedy.
- 10.3 Either party has the right to immediately terminate the Agreement at its discretion if, in respect of the other party (a) an order is made or a resolution passed for its winding up or an order is made for the appointment of an administrator to manage its affairs, business and property, (b) a receiver is appointed of such party's assets or undertaking, or (c) if circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order or if either party takes or suffers any similar or analogous action in consequence of debt.
- 10.4 The termination of this Agreement shall be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. The Customer shall pay the Price in respect of any Services (or part thereof) supplied prior to termination, regardless of the reason for termination.

11. Events

- 11.1 Event attendee details can be amended by the Customer by written notice to BRC (events@brcglobalstandards.com). BRC cannot guarantee an entry in the official event programme if an amend request is submitted to BRC less than 28 days prior to the date of the event.

12. Training Courses

- 12.1 Subject to availability, the Customer may request to transfer to a later training course by providing written notice to BRC (training@brcglobalstandards.com) not less than 28 days prior to the start of the training course.
- 12.2 If the transfer request is made within the 28 day period an administration fee (25% of the Price) will be payable by the Customer.
- 12.3 Clauses 9.1 and 9.2 shall not apply to any course transferred under 12.2.

13. Force Majeure

- 13.1 If BRC is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Services or if the supply of the Services is prevented or hindered by reason of any cause beyond BRC's reasonable control (which shall include acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, currency restrictions, strikes or other labour dispute, or restraints or delays outside of BRC's control) BRC may cancel the Agreement by notice in writing to the Customer so far as it relates to the Services not then supplied or work not then done and such cancellation shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for the Services supplied prior to the date of such cancellation.

14. Data Protection

- 14.1 Where BRC acts as a data controller in the processing of personal data in performing the Services, it shall comply with the provisions of the Data Protection Act 1998 ("DPA"). Where BRC acts as a data processor, BRC shall take such security measures as are required to process personal data equivalent to those imposed on the Customer by the Seventh Principle of the DPA. Save as required by law, BRC does not pass on personal details to third parties outside the BRC group of companies.
- 14.2 Customer hereby consents and agrees that BRC may use the information provided by the Customer to contact the Customer and appropriate persons within Customer's organisation ("recipient") about goods and services offered by BRC, whether pursuant to this Agreement or otherwise. A recipient can contact the Marketing Department at BRC at any time if it does not wish to receive (or wishes to amend or update) such information, and following receipt of such notification BRC shall suppress (or amend or update) the recipient's details as requested for the purposes of future marketing. A recipient may obtain a copy of the personal information BRC holds in relation to it by writing to the BRC Data Protection Officer ("DPO") and, upon payment of the legally prescribed fee, the DPO shall provide the recipient with a copy of such personal information.

15. Legal and Regulatory Compliance

- 15.1 The Customer will comply with all applicable laws, statutes, regulations, directives, and/or codes of practice in force from time to time. Failure to comply with any provision of this clause 15 is grounds for immediate termination of this Agreement by BRC, which termination shall not result in any costs or compensation becoming payable by BRC to the Customer.
- 15.2 The Customer agrees and undertakes to comply with all applicable requirements of the DPA. The Customer agrees to indemnify BRC in the event of any loss or damage (of any nature) incurred by BRC as a result of the Customer's failure to comply with its duties under the DPA.

16. General

- 16.1 The Customer shall not assign any Agreement or any part thereof without the written consent of BRC. BRC may assign the Agreement or any part thereof to any member of the BRC group of companies or its successors. BRC shall be entitled to sub-contract any part of the Services to be provided hereunder.
- 16.2 Each right or remedy of BRC under the Agreement is without prejudice to any other right or remedy of BRC whether under the Agreement or not.
- 16.3 If any provision of the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected.
- 16.4 BRC reserves the right to announce publicly that it is providing services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld.
- 16.5 Failure by BRC to enforce any of the terms of this Agreement (which includes the Services) shall not be construed as a waiver of any of its rights hereunder.
- 16.6 The Customer shall have no right of set off, statutory or otherwise.
- 16.7 A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or any amending legislation thereto.
- 16.8 The Agreement is subject to English Law and the parties submit themselves to the exclusive jurisdiction of the English Courts.