

GENERAL TERMS AND CONDITIONS FOR THE ACRN OXFORD LTD

1 Definitions

In this Agreement the following words and phrases shall bear the following meanings:

- | | | |
|------|----------------------|--|
| 1.1 | Agreement | means the terms and conditions contained herein and the terms contained in the Booking Confirmation |
| 1.2 | Additional Services | means services other than the Facility agreed to be provided by ACRN to the Client brief details of which appear in the Booking Confirmation |
| 1.3 | Additional Charges | means the charges in addition to the Basic Charge for the provision of the Additional Services requested by the Client |
| 1.4 | Booking Confirmation | means the letter from ACRN to the Client setting out the details of the Event |
| 1.5 | Basic Charges | means the charge specified in the Booking Confirmation exclusive of VAT |
| 1.6 | the Client | means the person whose name and address appears as the Client |
| 1.7 | ACRN | means ACRN Oxford Ltd. |
| 1.8 | Daily Rate | means the charge per Delegate per day for the provision of the Facility exclusive of VAT as determined by ACRN |
| 1.9 | the Delegate | means an individual who attends or who is booked to attend the Event |
| 1.10 | the Event | means the conference, group training or seminar intended to take place on the date or dates given in the Booking Confirmation of which ACRN is the organizer and the Client is a participant |
| 1.11 | Facility | means the basic facility and/or service to be supplied by ACRN, to the Client, brief details of which are given in the Booking Confirmation. |
| 1.12 | the Guarantor | means the person (if any) whose name and address appears as the Guarantor in the Booking Confirmation |
| 1.13 | Provisional Balance | means the amount expected to be payable by the Client prior to the commencement of the Event exclusive of VAT |
| 1.14 | Total Charge | means the aggregate of the Basic Charge and the Additional Charges |

2 The Agreement

2.1 With effect from the date the Booking Confirmation has been signed by the Client and the Guarantor (if any) a contract for the provision by ACRN and (if any) of the Additional Services specified in the Booking Confirmation shall come into force subject to the terms contained in this Agreement.

3 Variations

3.1 Save as otherwise expressly provided in this Agreement no variation to this Agreement shall be binding unless agreed in writing between ACRN and the Client by their duly authorized representatives.

3.2 ACRN will not unreasonably refuse to accept a written request from the Client to increase the number of Delegates specified in the Booking Confirmation subject always to

- (a) the availability of accommodation and staff;
- (b) such request being made not later than 14 days prior to the date or the first day of the Event; and
- (c) payment of the additional non-refundable deposit under Clause 4.2.

3.3 Unless otherwise agreed in writing the Daily Charge for additional Delegates will be based on the Daily Rate specified in the Booking Confirmation.

3.4 The Client may give notice of a reduction in the number of Delegates in accordance with the provisions of Clause 7.5 and subject to Clause 8 and after receipt of such notice ACRN shall be obliged to provide the Facility only in respect of the reduced number of Delegates.

4 Deposit

4.1 This Agreement is conditional upon the payment by the Client to ACRN on the date of this Agreement of a non-refundable deposit in the amount referred to in the Booking Confirmation (30%) which deposit shall not be repayable under any circumstances.

4.2 If ACRN agrees to accept additional Delegates pursuant to Clause 3.2 the Client shall as a condition of such acceptance forthwith pay to ACRN an additional non-refundable deposit equal to 30% of the product of the number of additional Delegates and the Daily Rate and the number of days on which such additional Delegates shall be attending the Event which additional deposit shall not be repayable in any circumstances.

5 Payment

5.1 ACRN will dispatch an interim invoice to the Client three month before the date of the Event in accordance with clause 5.2 hereof.

5.2 A sum of 30% of the Provisional Balance as adjusted by any agreed variations to the Agreement in accordance with Clause 3 and any value added tax thereon shall be paid by the Client to ACRN not later than fourteen days prior to the date (or first day) of the Event.

5.3 ACRN will submit a final invoice to the Client six weeks before the date of the Event. Any amount payable is due within fourteen days of the date of the invoice.

5.4 Individual delegate accounts will not be provided.

5.5 If any amount remains unpaid thirty days after its due date, the Client will pay to ACRN interest thereon at two percent compound per calendar month (or part thereof) from the due date until the date of payment (irrespective of whether the date of payment is before or after any judgement or award in respect of the same) without prejudice to any other rights or remedies of ACRN.

5.6 All payments shall be made by the Client in sterling and/or by transfer to such bank account or payment service as ACRN may from time to time notify in writing to the Client.

5.7 Prices are subject to change without notice.

6 VAT

Unless otherwise stated, VAT is charged except for exemptions

7 Termination

7.1 Subject to Clause 8, ACRN shall be entitled forthwith to terminate this Agreement by written notice to the Client if:-

(a) payment of 30% of the Provisional Balance is not made at least four weeks prior to the commencement of the Event;

(b) without prejudice to the preceding sub-clause the Client commits any breach of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

(c) an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Client;

(d) the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order;

(e) the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Client under this Agreement);

(f) anything analogous to the foregoing under the law of any jurisdiction occurs in the relation to the Client; or

(g) the Client ceases, or threatens to cease, to carry on business.

7.2 For the purpose of Clause 7.1(b) a breach shall be considered capable of remedy if the Client can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).

7.3 Any waiver by ACRN of any provisions of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

7.4 The rights to terminate this Agreement given by this Clause 7 shall be without prejudice to any other right or remedy of ACRN in respect of the breach concerned or (if any) any other breach.

7.5 Subject to Clause 8, the Client may terminate this Agreement or reduce the number of Delegates by giving written notice to ACRN at any time prior to the commencement of the Event.

8 Consequences of Complete or Partial Termination

8.1 Upon signature of this contract, the Client is committed to participate in the event set out in the Booking Confirmation.

8.2 Upon provision of the lists of delegates and numbers of meals referred to in paragraph 4, the Client is committed to taking up accommodation (including meals) for the greater of:

- (i) the minimum number set out in paragraph 1; and
- (ii) the number set out in the lists provided by the Client.

8.3 The charges in the final account will be based on the number for whom the Client is at the date of the conference committed to taking up accommodation, unless

- (i) actual attendance exceeds the number of delegates for whom the Client is committed to taking up accommodation, in which case the charges will be based on the number of delegates actually attending; or
- (ii) actual attendance is less than the number of delegates for whom the Client is committed to taking up accommodation, in which case credit will be given for any savings of cost made by ACRN as a result of the shortfall in attendance, and any reduction of ACRN's loss which results from the venue being able to re-let unused accommodation, or
- (iii) this booking is cancelled in which case the following sub-paragraph will apply.

8.4 In the event of cancellation of this booking the Client will be immediately liable to pay to ACRN:

- (i) the total Basic Charge; plus
- (ii) any Additional Charges which have been agreed at the date of the cancellation; less
- (iii) any saving of costs made by ACRN as a result of the cancellation, and any reductions of ACRN's loss being able to re-invite other participants.

8.4.1 Only for individual (non-institutional, non-group) bookings for public conferences hosted by the ACRN

You can cancel any time up to a month before the event and we will refund your fee (minus banking and administrative charge of 15%). You can always send a substitute delegate but please let us know in advance

8.5 In the event of either a shortfall or of the cancellation of this booking, ACRN will make all reasonable endeavors to invite further delegates, but will not be liable for any failure on its part.

8.6 ACRN accepts no responsibility for any loss suffered by the Client as a result of termination of this Agreement pursuant to Clause 7.1 and the Client agrees to indemnify ACRN against any claim made by any prospective Delegate against ACRN attributable to such termination.

8.7 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Agreement following termination thereof.

9 Clients' Responsibilities

9.1 The Client undertakes with ACRN:-

- (a) if requested by ACRN, to provide satisfactory references in respect of the Client and (if any) the

Guarantor;

- (b) to ensure that a representative of the Client is resident at the venue throughout the Event;
- (c) to be responsible for their good behaviour;
- (d) to fully compensate ACRN for any damage done to the premises, furniture or other property of ACRN or the venue, or any other person, by the Client or any Delegate and to indemnify ACRN against any claims or costs in respect thereof;
- (e) to provide ACRN with:-
 - (i) a typed or printed list of all Delegates in alphabetical order which shows any special accommodation or dietary requirements at least two weeks of the Event;
 - (ii) a separate written notification of the number of Delegates requiring meals including the number of Delegates requiring a special diet no later than seven days prior to the date (or first day) of the Event. It shall be the Client's responsibility to make any special dietary arrangements if notified after that time; and
- (f) the final number of Delegates requiring meals (including special diet) must be notified to the ACRN not less than seven working days prior to any catering service for the Event.
 - (iii) to provide to ACRN final drafts of programmes of the Event in good time to permit amendments to be suggested, being no later than two weeks to the date (or first day) of the Event. The Client will only quote meal commencement times, as agreed between the Client and ACRN, in the programmes of the Event. Unless specific arrangements are made to the contrary, Delegates are expected to attend for meals within fifteen minutes of the agreed commencement time; Unless explicitly booked by the client, no catering is included in the programme.
- (g) not to undertake any activity that may be liable to bring ACRN into disrepute.
- (h) not to affix anything to, attach or otherwise decorate any part or the whole of the facilities without prior written approval of ACRN.
- (i) to comply with certain licensing and statutory regulations and ensure compliance with such obligations.
- (j) to procure that the Delegates follow all instructions provided by ACRN with respect to health and safety regulations.
- (k) to procure that the Delegates treat the facilities and all premises with care and respect for the privacy of its residents and shall not interfere with or gain access to or attempt to gain access to those parts of the premises for which public use or access are indicated by ACRN to be unauthorised.
- (l) not to publish any promotional material in connection with the Event by any medium whatsoever without the prior written consent of ACRN.

9.2 ACRN reserves the right at any time to exclude from the Event any Delegate whose behaviour is, in the reasonable opinion of ACRN, an unacceptable nuisance or annoyance to other Delegates or to others on the premises. There will be no refund or reduction in the Total Charge for the Event.

10 Limitation of Liability

10.1 ACRN shall not be liable to the Client for any damages, loss, costs, expenses, claims or proceedings whether express or implied arising in connection with this Agreement except for death

or personal injury resulting from proven negligence of ACRN, its employees or suppliers whilst acting within the scope of or in the course of their employment or contract provided that such liability is limited to the Total Charge.

10.2 Without limiting the generality of Clause 10.1; ACRN shall not accept liability' in the following circumstances:-

- (a) Loss of or damage to personal belongings whether or not caused by ACRN's negligence. Delegates are recommended to make their own insurance arrangements;
- (b) If the failure or improper performance of this Agreement is the fault of the Client;
- (c) If the failure or improper performance of this Agreement is the fault of someone else not connected with the provision of the Facility;
- (d) Any unusual or unforeseeable circumstances beyond ACRN's control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (e) Any event which ACRN or the supplier of any service even with all due care, could not foresee or forestall.

10.3 Where ACRN makes any payment to the Client arising from this Agreement, the Client must assign to ACRN or its insurers any rights it may have to pursue any other third party. The Client must also provide ACRN and its insurers with all assistance required.

11 Freedom of Speech

The client, as participant of a seminar, conference, meeting or other assembly, is required to undertake to secure that the principles embodied in Article 10 of the European Convention on Human Rights, which has been incorporated into UK law by the Human Rights Act 1998.

12 Media Facility Fees

12.1 Charges under this Agreement do not include facility fees for press, TV, Film, radio and other media organisations, which are chargeable in addition on all such activities. Advance permission is required, and the charges are negotiated between ACRN and the Client, in each case.

13 Force Majeure

13.1 ACRN will not be deemed to be in breach of this Agreement or otherwise be liable to the Client for non-performance or delay in performance of any obligation under this Agreement arising out of circumstances beyond its control of which it has notified the Client.

14 Guarantee

14.1 If the Client (unless relieved from the performance by any Clause of this Agreement or by statute or by the decision of a court of competent jurisdiction) shall in any respect fail to observe and perform this Agreement or commit any breach of its obligations hereunder then the Guarantor will indemnify ACRN and its successors in title and assigns against all losses, damages, costs and expenses which may be incurred by ACRN by reason of any default on the part of the Client in performing and observing the obligations and undertakings on its part contained in this Agreement.

14.2 The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Client and ACRN without the assent of the Guarantor or by any alteration in the obligations undertaken by the Client or by any forbearance whether as to payments, time, performance or otherwise.

15 Assignment

15.1 This Agreement is personal to the Client who may not assign or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder.

15.2 ACRN shall be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated company of ACRN without requiring any consent of the Client.

16 Notices and Service

16.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address referred to in Clause 16.4.

16.2 Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed prepared and posted and that it has not been returned to the sender shall be sufficient evidence that such notice or information has been duly given.

16.3 Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly sent to the date of transmission provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in Clause 16.4 within 24 hours after transmission.

16.4 Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered to the address given in the Booking Confirmation or to such other address as may from time to time be notified in writing by the party concerned.

17 ACRN IT and Network

The Client undertakes to indemnify ACRN from and against any and all losses which the facility may suffer, and which are the result of the use of the premises' IT and Network facilities by persons who gain access to those facilities through services provided by ACRN.

18 Law and Jurisdiction

18.1 This Agreement will be subject to English Law and to the exclusive jurisdiction of the English Courts.

19 Third Party Rights

19.1 Except as stated in Clause 22, the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Agreement and nothing in this Agreement confers or purports to confer on any third

party any benefit or any right to enforce any terms of this Agreement.

20 General

20.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between ACRN and the Client.

20.2 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

20.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

21 Counterparts

21.1 This Agreement may be executed in two or more counterparts, each of which will constitute an original but which, when taken together, will constitute one agreement.

22 Representation

The Client undertakes with ACRN:-

- (a) not to make use of the name, logos, crest, coat of arms or insignia of ACRN;
- (b) not to make use of the name, logos, crest, coat of arms or insignia of ACRN except where the express written consent has been given by ACRN;
- (c) not to hold itself out as part of or an emanation of either ACRN, or as the agent or representative of either ACRN;
- (d) to procure that all electronic and eye-readable materials connected with or referring to the event (including material on the web) carry the following legend, with the same typeface as the bulk of the surrounding material:

“The Client/Name of Organisation” is a delegate which contracts with ACRN to participate in the conference, but which has no formal connection with ACRN Oxford Ltd.

Please sign that you agree with these terms and conditions (stamp and authorized role necessary)

Signature

Name in Capitals

Today's date

Date of Event