

## **TSG Consulting**

### **Terms and Conditions of Sale of Conferences, Workshops, Training Courses & Other Events**

TSG Forum is a trading name of Technology Sciences Group Consulting Limited, company number 8887436, whose registered address is Harston Mill, Harston, Cambridgeshire, CB22 7GG, England: ("TSG"). These Terms and Conditions of Sale apply solely to the purchase of conferences, workshops, training courses & other events ("events") from TSG. Such events may be held in person or virtually.

### **General Terms and Conditions of Sale**

#### **1. Contract Formation**

1. This website constitutes an offer to sell the advertised services at the advertised price, subject to availability and these Terms and Conditions of Sale.
2. Prices are inclusive of event documentation, programme materials and (except in relation to virtual events) lunch and refreshments. Accommodation, travel and other associated costs not specifically within the scope of the event are not included in the price and must be borne by the event delegate. All prices on this website are exclusive of VAT, where applicable.
3. By completing the registration form and clicking on the "Submit" button you are agreeing to buy the place(s) at the event listed in your registration, subject to these Terms and Conditions.
4. Upon clicking on the "Submit" button, you may either pay for the event place(s) online at that time or subsequently by bank transfer or credit card, save that all virtual events require immediate online payment at that time. After you have submitted your order, TSG will send you either a confirmation of your place(s) and payment if you have paid online or, if you intend to pay subsequently, an invoice for the cost of the relevant place(s). If you have not already paid online, TSG will also ask you to either arrange a bank transfer or contact TSG with your credit/debit card details.

#### **2. Invoicing and Payment**

1. All invoices for events are payable within ten days of the invoice date, except where the date of the event is within ten days of such due date, in which case the invoice shall be immediately due and payable.
2. Full payment for events must be received before the start date of the event. If full payment is not received, TSG reserves the right to cancel any unpaid delegate's place at the event without losing its entitlement to the event fee and to charge interest on the outstanding sum at the rate of 4% above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until the outstanding amount is paid in full. TSG also reserves its rights under the Late Payment of Commercial Debts (Interest Act) 1998.

#### **3. Transfers, Cancellations and Substitutions by you**

##### **Transfers**

1. If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of the same value, you may do so (subject to availability) by notifying TSG in writing, either by post or by email to the Event Administrator.
2. If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of a greater value, you may do so (subject to availability) by notifying TSG in writing, either by post or by email to the Event Administrator, subject to the payment of the difference in price between the two events.
3. If you (or any delegate) wish to request a transfer of a confirmed booking to a later event of a lesser value, you may do so (subject to availability) by notifying TSG in writing, either by post or by email to the Event Administrator, but you shall not be entitled to a refund of the difference in price between the two events.
4. Where any such request is approved by TSG, this will also be subject to the payment by you (or the delegate) of an administrative charge of 10% of the cost of the original booking if the transfer request is received by TSG within 28 working days of the event start date. No administrative charge will be made if the transfer request is received outside of 28 working days of the event start date.
5. **You (or any delegate) may only request one transfer per confirmed event booking.** If your original event booking is transferred, with TSG's approval, to another event, but you are subsequently unable to attend that alternative event, you will not be able to request a further transfer to another event and will have to cancel your booking.
6. Please note that if you (or any delegate) cancel a booking for the alternative event onto which you have transferred in any of the above circumstances, neither you (nor the delegate) shall have any entitlement to a refund of any of the event fee. This rule shall apply regardless of whether you (or any delegate) cancel the transferred event booking within or outside of 28 days of the alternative event's start date.

### **Cancellations**

7. If you (or any delegate) wishes to cancel a confirmed booking, you may do so by notifying TSG in writing, either by post or by email to the Event Administrator.
8. In the event of cancellation in accordance with the above, the following scale of refunds shall apply:
  - 28 days or more before an event start date = full refund of the event fee less a 10% administration charge
  - 0-28 days before an event start date / failure to attend an event = no refund of the event fee
9. **Notwithstanding the above scale of refunds, where hotel or other accommodation is included in the cost of an event, or where the event is held at an external venue, any hotel, accommodation or venue cancellation charges which are unavoidably incurred by TSG as a result of your (or any delegate's) transfer or cancellation will still be payable by you (or the relevant delegate) in full, regardless of the time that the relevant transfer request or cancellation notice is received by TSG and shall not be waived or refunded by TSG.**

### **Transfer and Cancellations due to visa issues**

10. Where you have submitted a transfer request or cancellation notice because of your failure (or that of any delegate) to obtain a visa permitting entry of the delegate into the country where the event is to be held in sufficient time before the event start date, the above terms relating to transfers, transfer fees, cancellations and cancellation charges shall still apply, unless TSG considers, in its sole discretion, there are extenuating circumstances.

## **Substitutions**

11. If you want to make a substitution of the specific delegate attending an event, please call TSG on +44 (0)1423 863522. Substitutions can be made at any time without incurring a penalty.

## **4. Cancellation of Events by TSG and Changes to Event Content**

1. Occasionally TSG may need to change the timing, content and/or venue of an event, due to circumstances beyond its control. In these cases TSG reserves the right to reasonably modify the event without incurring liability to you (or any delegate).
2. TSG also reserves the right to either significantly modify or cancel an event at any time without incurring additional liability to you (or any delegate). However in these circumstances, you (on behalf of the delegate) will be offered, at TSG's sole discretion, either an alternative date, a credit note or a full refund.
3. TSG also reserves the right at any time to withhold access to an event or cancel your (or any delegate's) booking if TSG, in its sole discretion, deems that TSG's competitive position may be compromised by accepting such booking/s. In these circumstances you (or the delegate) will be provided a full refund of the event fee if you have already paid, but TSG shall not be liable for any additional costs you may have incurred in respect of the booking.
4. If it is necessary for TSG to change, cancel or postpone an event and/or a booking, for any reason, TSG shall not be liable for any costs (including, but not limited to travel and accommodation arrangements) already incurred or committed to by you (or any delegates) in relation to your or their attendance at the event.

## **5. Virtual Events**

1. To be able to participate in a virtual event, you must register as an attendee on the event's website. When you register, you may be required to create a profile and, at your discretion, to share details about yourself with other attendees. If you are provided with, or invited to choose, a user name, password or any other item of information as part of the security procedures of the event website, you are responsible for safeguarding such information, username and password and for all activities and actions undertaken in relation to the event website under your user name and password, whether by you or any third party. You will be responsible for ensuring that such information, username and/or password are not disclosed to any unauthorised third party and must notify the event organiser immediately upon becoming aware of any breach of security or unauthorized use of your account.
2. You acknowledge that virtual events are accessed through third party websites and/or services that are not owned or controlled by TSG. Access to the event and use of certain services related to the event will be subject to the relevant third party's separate terms of service and privacy policy (available on their website).
3. TSG has no control over, and cannot therefore accept responsibility for the content, privacy policies or practices of any such third-party websites or services. TSG does not endorse any linked website. You further acknowledge and agree that TSG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services.
4. You should ensure that you have appropriate protection against viruses, malware or other cyber threats and take steps to ensure the security of your computer network whilst attending a virtual event.

5. You are responsible for making all other arrangements necessary for you to have access to the virtual event including (without limitation) configuring your information technology, computer programmes and web platform.
6. In accessing and participating in any virtual event you shall not:
  - Disrupt or interfere with the virtual event including but not limited to denial of service attacks, mail bombing, flooding or other deliberate attempts to overload the website on which the virtual event is being hosted;
  - Permit unauthorised users to access the virtual event;
  - Upload, post to, display or transmit any content or materials in the course of the virtual event which are false, offensive, defamatory, threatening, obscene, abusive, menacing, indecent, misleading, unlawful or which violate, breach or infringe the rights of any person anywhere in the world (including but not limited to any intellectual property rights);
  - Probe, scan or test the vulnerability of the website on which the virtual event is being hosted or circumvent or hack any user authentication or security controls in respect of such website or attempt to do so;
  - Send, or permit others to send, unsolicited bulk, junk or spam emails of any kind or begin or forward chain emails or malicious emails to or via the website hosting the virtual event; or
  - Reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of the website hosting the virtual event or attempt to transmit to or via that website any information that contains a virus, worm, Trojan horse or other harmful or disruptive component.
7. TSG reserves the right to inspect and moderate all comments and other content or data uploaded, posted to, displayed or transmitted in the course of the virtual event. TSG may, at its sole discretion, amend or remove any such comments or other content or data without notice.
8. TSG shall use reasonable endeavours to ensure that the virtual event takes place without technical problems and to respond promptly to any enquiries about technical issues submitted to it before or during the event. However TSG does not warrant that a) the virtual event will function uninterruptedly, without technical difficulties, securely or be available at any particular time or location; b) any errors or defects experienced in relation to the technical provision of the event will be corrected; or c) the event website is free of viruses or other harmful components. TSG shall not be liable for any non-availability of some or all of the virtual event or any accessibility or technical problems experienced by you or any delay in providing support in relation to such problems.

## **6. Intellectual Property Rights**

1. All intellectual property rights in or arising out of or in connection with the delivery of an event and any materials provided by TSG in the course of such an event shall be owned by TSG.
2. In consideration of receipt by TSG of the event fee, TSG grants to the delegate attending the relevant event, with effect from its start date, a non-exclusive, non-transferable licence to use the event materials for the sole purpose of participating in the relevant event.
3. Copying or usage of event materials, including the taking of photographs and the making of audio/video recordings during the event is not permitted without the prior written consent of TSG.

## 7. Confidentiality

1. You and/or any delegate attending an event shall keep in strict confidence all proprietary or confidential information concerning TSG's business or products which you and/or any delegate may obtain during delivery of an event or from the event materials.
2. You and/or any delegate attending an event shall also not make use of or disclose to any third party any proprietary or confidential information that you may gain as a result of a visit to any TSG premises.
3. The obligations in this clause shall not apply to any information which you (and/or any delegate) can show was:
  1. Already known to you or in your possession prior to its disclosure by TSG free from any obligation of confidence;
  2. Subsequently lawfully received by you from a third party who does not owe any duty of confidence to TSG;
  3. Already existing in the public domain at the date of its disclosure or was subsequently published or made available to the public generally otherwise than through a breach of confidentiality owed to TSG; or
  4. Was subsequently independently developed by you without use of TSG's confidential information.
4. Nothing in these Terms and Conditions shall restrict you from disclosing any of TSG's confidential information to the extent required by any applicable law, regulation or court order.

## 8. Event Materials

1. All information provided and/or made available by TSG as part of any event materials is provided in good faith and on the basis of information available to TSG at that time. However TSG makes no representations, warranties or guarantees, whether express or implied, that any such information is accurate, complete or up-to-date.

## 9. General Warranties and Disclaimers

1. The services advertised on and provided through this website are offered and provided on an "as is" and "as available" basis. Save as specifically set out in this clause 8, TSG hereby excludes to the fullest extent permitted by applicable law all other warranties, conditions or representations of any kind, express or implied. No oral advice or other written information, not incorporated within these Terms and Conditions, shall be deemed to create a warranty.
2. TSG warrants that it shall provide such services with reasonable skill and care.

## 10. Liability

1. Nothing in these Terms and Conditions limits or excludes TSG's responsibility for fraudulent representations made by TSG, for death or personal injury caused by TSG's negligence or wilful misconduct or in other circumstances where liability cannot be limited by law.
2. TSG shall not be liable to you, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profit, revenue, goodwill or business opportunity, for any pure economic loss or for any indirect or consequential loss, damage, costs or expenses arising out of or in connection with these Terms and

Conditions, the provision of any services by or on behalf of TSG, and/or the use of any services by you or any third party.

3. TSG will not be held responsible for any delay or failure to comply with TSG's obligations under these conditions if the delay or failure arises from any cause which is beyond TSG's reasonable control. This condition does not affect your legal right to have services provided within a reasonable time or to receive a refund if the services you have ordered cannot be supplied within a reasonable time owing to a cause beyond TSG's reasonable control.
4. Subject to clauses 10.1 to 10.3 above, the entire aggregate liability of TSG to you, whether in contract, tort, negligence, breach of statutory duty or otherwise, arising under or in connection with any services purchased from TSG under these Terms and Conditions shall be limited to the greater of the sum of £50 or the total cost of the relevant services.

## 11. General

1. If any part of these Terms and Conditions is unenforceable, the enforceability of any other part of these Terms and Conditions will not be affected.
2. A person who is not a party to any agreement which is subject to these Terms and Conditions has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of that agreement; but this does not affect any right or remedy of a third party that exists or is available, apart from that Act.
3. TSG values and respects your privacy and is committed to protecting your personal data. For more information, please go to TSG's [privacy policy](#).
4. Unless otherwise expressly stated in these Terms and Conditions, all notices from you to TSG must be in writing and sent to the contact address shown at the head of these Terms and Conditions either by post, facsimile transmission or electronic mail and all notices from TSG to you will be displayed on this website from time to time. You agree that all arrangements, notices or other communications that TSG provides to you electronically satisfy any legal requirement that such communications must be in writing.
5. These Terms and Conditions and any documents expressly referred to in them represent the entire agreement between TSG and you in relation to the subject matter of these Terms and Conditions and supersede any prior agreement, understanding or arrangement between TSG and you whether oral or in writing.
6. Any statements made, any services provided on this website or contracts concluded for the sale of TSG's services via this website are governed by the laws of England and Wales. By using this website and purchasing the relevant services, you agree to submit to the exclusive jurisdiction of the English Courts. The language for the conclusion of any contract between TSG and you is English.