

Booking Terms and Conditions

Online Booking Terms and Conditions

Your attention is particularly drawn to the provisions of clause 10 (**Limitation of liability**).

1. About us

1.1. Company details. Sustainable Ports Limited ("**we**", "**us**" or "**our**") herein referred to as SPA, is a company registered in England and Wales under company We operate the website www.sustainable-ports.com.

1.2. Contacting us. To contact us telephone our events team at +440203 9744624 or e-mail membership@sustainable-ports.com. How to give us formal notice of any matter under the Contract is set out in clause 14.

2. Our contract with you

2.1. Our contract. These terms and conditions ("Terms") apply to the booking request ("Event Booking Request") made by you to us to reserve your place at the event ("Event") specified in your booking request ("Contract"). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3. These Terms and the Contract are made only in the English language.

2.4. Your copy. You should print a copy of these Terms or save them to your computer for future reference.

3. Placing an order and its acceptance

3.1. Placing your order. All Event Booking Requests are subject to acceptance by us. Our acceptance of your Event Booking Request takes place when we send an email to you accepting it ("Booking Confirmation"), at which point and on which date the Contract between you and us will come into existence ("Commencement Date"). The Contract will relate only to the Event specified in your order.

3.2. Accepting your Event Booking Request. If we cannot accept your Event Booking Request. If we are unable to accept your Event Booking Request for any reason, we will inform you of this by email and we will not process your Event Booking Request. If you have already paid for the Event, we will arrange for a refund to be issued to you.

4. Warranties

4.1. You warrant and represent that at the time of making an Event Booking Request you:

4.1.1 are legally capable of entering into a binding contract and you have authority to bind any business or individual on whose behalf you make an Event Booking Request and whom will be attending the Event ("**Delegate**") to these terms;

4.1.2. have obtained all relevant documentation, identification documents, passports, permissions and consents which may be required for you or the Delegate to attend the Event before making the Event Booking Request;

4.1.3. shall not copy, vary, alter, modify or publish the whole or any part of materials provided to You in respect of the event without our approval;

4.1.4. you are at least 18 years old; and

4.1.5. you are not a consumer.

5. Your obligations

5.1. You and the Delegate shall:

5.1.1. ensure that any information provided is complete and accurate;

5.1.2. co-operate with SPA in all matters relating to Event;

5.1.3. provide SPA with such information and materials as SPA may reasonably require in order to deliver the Event;

5.1.4. comply with all applicable laws, including health and safety laws during the Event; and

5.1.5. comply with any additional obligations as notified by SPA.

5.2. If NOF's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you or the Delegate or failure by the you or the Delegate to perform any relevant obligation ("**Delegate Default**");

5.2.1. without limiting or affecting any other right or remedy available to it, SPA shall have the right to suspend the Delegate's attendance of the Event and to rely on the Delegate Default to relieve it from the performance of any of its obligations in each case to the extent the Delegate Default prevents or delays SPA performance of any of its obligations;

5.2.2. SPA shall not be liable for any costs or losses sustained or incurred by the Delegate arising directly or indirectly from SPA's failure or delay to perform any of its obligations as set out in this clause 5.2; and

5.2.3. You and/or the Delegate shall jointly and severally be liable to indemnify SPA for any costs or losses sustained or incurred by SPA arising directly or indirectly from the Delegate Default.

6. Event

6.1. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained on Eventbrite or in our catalogues, brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Event described in them. They shall not form part of the Contract or have any contractual force.

6.2. Any typographical error, clerical or minor / other error or omission in any document or information issued by us in relation to the Event shall be subject to correction without any liability on our part.

6.3. We shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any views, opinions or information expressed by any speakers at the Event, and the Delegate's reliance on the same.

6.4. You and/or the Delegate (as the case may be) attending the Event agree to comply with all requirements of the venue used for the Event including, without limitation, the terms and conditions between us and the venue owner or its authorised representative. We will use our reasonable endeavours to procure that such requirements are communicated to you before or at the time of your Booking Request but we reserve the right to communicate such requirements to you at any time (and update and / or change such requirements from time to time as required).

6.5. You and/or the Delegate (as the case may be) agree to make good, if required, any damage caused by it or its representatives to any venue used in the provision of the Event to the reasonable satisfaction of SPA and / or the venue owner at the Delegate own cost.

6.6. You and/or the Delegate (as the case may be) agree to indemnify us for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any breach caused by you or failure to comply with clause 4.

7. Price

7.1. The price for the Event shall be as quoted on Eventbrite from time to time ("**Price**"), except in cases of obvious error. Prices are exclusive of any applicable VAT.

7.2. Prices are subject to change at any time, but changes will not affect any bookings in respect of which a Booking Confirmation has already been issued to you.

7.3. Payment for all Events must be made at the time of submission of the Event Booking Request and in full and in cleared funds.

7.4. Subject to clause 7.6, all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.5. You must be a member of SPA and have paid your annual subscription to SPA at the time the activity takes place or service is due to be delivered to access member rate. Should you cease to be a member of SPA prior to the date the activity is due to take place or service is due to be delivered SPA reserves at its absolute and sole discretion the right to issue an invoice for the difference between the member rate and the non-member rate.

7.6. We at our absolute and sole discretion may at any time, without limiting its other rights or remedies, set off any amount owing to us by you and/or the Delegate against any amount payable by SPA to you and/or the Delegate.

8. Cancelling your order and obtaining a refund

8.1. You can only cancel a Booking (and therefore the Contract) in accordance with our Cancellation and Refund Policy which can be found on the website. You will only be entitled to a refund of the price paid for a Booking (if any) in accordance with our Cancellation and Refund Policy or in accordance with the provisions in clause 6, as applicable.

8.2. If you cancel the Contract in accordance with the Cancellation and Refund Policy, or if a refund is due to you pursuant to clause 6 below, we will issue a refund (if applicable), by the method you used for payment.

8.3. We shall not be held liable for any travel, accommodation or other costs incurred by you or the Delegate in any circumstances.

8.4. We reserve the right to cancel the Contract, without any express or implied liability to you or any other party, in the event that:

8.4.1. the relevant Event is overbooked;

8.4.2. the venue(s) to be used for the Event become(s) unavailable (for any reason);

8.4.3. you have paid the incorrect price for any reason (including because the price is incorrectly shown for the relevant Event);

8.4.4. you do not meet the required criteria for the ticket type you have selected;

8.4.5. the provisions of clause 6 are applicable; or

8.4.6. a Force Majeure event occurs (as defined in clause 13).

8.5. Subject to clause 6, if we cancel the Contract, we shall issue a refund (if applicable) in accordance with our cancellation and refund policy

8.6. The following provisions of this clause 6 shall apply to any and all Events held during any pandemic or epidemic, including Covid-19, and/or Events held during a period in which there are Government restrictions placed upon events due to a pandemic or epidemic, including Covid-19:

8.6.1. in the event that we need to reduce the number of delegates attending an Event, places will be allocated on a first come first served basis in order of the date that the Event Booking Request was made, for a booking that was confirmed by us through a Booking Confirmation. Those who are not allocated a place on the first come first served basis, shall receive a full refund of the price paid for the booking. Our decision is final and no correspondence will be entered into;

8.6.2. should an Event not take place as a physical event due to either national or local restrictions in place, or we otherwise have to cancel an Event, you may choose to either receive a full refund of the price paid by you for the booking, or instead choose to credit such price paid towards the cost of a booking for another Event;

8.6.3. if Government advice stipulates that vaccine passports are required for the Event and you or the Delegate do not have a vaccine passport, your or the Delegate's entry to the Event may be refused and no refund will be given;

8.6.4. our decision shall be final and no correspondence will be entered into.

9. How we may use your personal information

9.1. We will use any personal information you provide to us to:

9.1.1. deliver the Event, make any introductions following the Event and associated administrative services;

9.1.2. inform you about similar Events or services that we provide, but you may stop receiving these at any time by contacting us.

9.2. We shall comply with all applicable requirements of the General Data Protection Regulation 2016/679 and the Data Protection Act 2018. We shall ensure that We use appropriate technical and organisational security measures to keep the data you supply secure.

9.3. Further details of how we will process personal information are set out in our privacy policy (see website)

10. Limitation of liability

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

10.1. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

10.1.1. death or personal injury caused by negligence;

10.1.2. fraud or fraudulent misrepresentation; and

10.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2. Subject to clause 3 and 10.4, our total liability in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the Price paid for the Event.

10.3. We shall in no circumstances be liable to you or the Delegate for any loss arising from the use of any 3rd party website, plug-in or application in relation to the Event.

10.4. We shall in no circumstances be liable for:

10.4.1. loss of profits;

10.4.2. loss of sales or business;

10.4.3. loss of agreements or contracts;

10.4.4. loss of anticipated savings;

10.4.5. loss of use or corruption of software, data or information;

10.4.6. loss of or damage to goodwill; and

10.4.7. any indirect or consequential loss.

10.5. Nothing in these Terms limits or affects the exclusions and limitations set out in our terms of website use

10.6. This clause 10 will survive termination of the Contract.

11. Termination

11.1. Without affecting any other right or remedy available to it, SPA may terminate the Contract with immediate effect by giving written notice to the Delegate if:

11.1.1. the Delegate commits material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 Business Days of being notified in writing to do so;

11.1.2. the Delegate fail to pay any amount due under the Contract on the due date for payment;

11.1.3. the Delegate takes any step or action in connection with the Delegate entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.4. the Delegate suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.5. the Delegate's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2. Without affecting any other right or remedy available to it, SPA may suspend the supply of Services and/or Deliverables under the Contract or any other contract between the Delegate and SPA if the Delegate fails to pay any amount due under the Contract on the due date for payment, the Delegate becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.5. or SPA reasonably believes that the Delegate is about to become subject to any of them.

12. Confidentiality

12.1. We shall endeavour to keep any confidential information provided by you to us, confidential and secret.

12.2. We shall only use the confidential information for the purpose of performing the Contract.

12.3. The obligations set out in clause 12 shall not apply to any information which:

12.3.1. was known or in our possession before it was provided by you to us;

12.3.2. is, or becomes, publicly available through no fault on our part;

12.3.3. is provided to us by a third party, who did not breach any confidentiality obligations by making such disclosure;

12.3.4. was developed by us (or on our behalf) without direct access to, or use or knowledge of the confidential information supplied by you; or

12.3.5. is required to be disclosed by order of a court of competent jurisdiction.

12.4. The obligations set out in this clause 12 shall survive termination of the Contract for a period of 12 months.

13. Events outside our control

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Force Majeure Event**).

13.2. If a Force Majeure Event takes place that affects the performance of our obligations under the Contract:

13.2.1. we will contact you as soon as reasonably possible to notify you; and

13.2.2. our obligations under the Contract will be suspended and the time for performance of our obligations will be suspended for the duration of the Force Majeure Event. We will use reasonable commercial endeavours to arrange a new date for performance of the Contract with you after the Force Majeure Event is over but shall not be obliged to do so.

13.2.3. Any requests for refunds arising as a result of a Force Majeure Event shall be determined in accordance with the cancellation policy SPA has in place from time to time.

14. Communications between us

14.1. You acknowledge and agree that communication with us will be mainly electronic. You agree and acknowledge to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

14.2. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15. Intellectual Property

15.1. We may make audio, visual or audio-visual recordings of the event. The delegate hereby consents to the use of its (or its representatives') likeness, image and/or voice within such recordings free of charge and the use of such in our marketing materials or the marketing materials of any relevant third-party organiser of the Event

15.2. If you are booking on behalf of another business or individual, such business or individual consents to the use of their likeness, image and/or voice within such recordings free of charge and the use of the recording in our marketing materials or the marketing materials of any relevant third-party organiser of the Event.

15.3. The Delegate hereby grant us a fully paid-up, non-exclusive, royalty-free, transferable licence to use, copy and modify any Intellectual Property Rights arising from the Event.

15.4. The Delegate agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of this clause 15.

15.5. You shall not sub-license, assign or otherwise transfer the rights granted in this clause 15.

16. General

16.1. Assignment and transfer.

16.1.1. We may assign or transfer our rights and obligations under the Contract to another entity.

16.1.2. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent.

16.2. Variation

16.2.1. We reserve the right to vary these Terms, our Cancellation and Refund Policy and/or any documents referred to in them from time to time.

16.2.2. This right shall not affect the Terms, Cancellation and Refund Policy and any other documents referred to in them accepted by you at the time of Booking an Event which shall govern our contractual relationship with you in respect of that Booking.

16.3. Waiver

If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or

that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.4. Severance

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5. Third party rights.

The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6. Governing law and jurisdiction.

The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.