

**2017 ARSENAL MEDICAL CONFERENCE**  
**DELEGATE TERMS AND CONDITIONS**

**1. Definitions**

1.1 In these Terms and Conditions the following words and phrases shall have the following meanings:

**“Booking”** means the booking provided by us giving you the right to attend the Conference;

**“Club”** means The Arsenal Football Club Plc (also “we”, “our” or “us”);

**“Conference”** means the Club’s medical conference due to be held at the Stadium on Tuesday 21<sup>st</sup> March 2017;

**“Delegate”** means the person(s) attending the Conference (also “you”);

**“Fee”** means the sum payable to the Club by the Delegate for attending the Conference, as set out in the booking form;

**“Force Majeure Event”** means any event beyond the control of the party affected including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightning, explosions, fires and / or destruction of plant, machinery and / or factories, strikes and labour disputes of all kinds, acts of authority, whether lawful or unlawful, except for an act for which the party has assumed the risk by virtue of other provisions of these Terms and Conditions, and any lack of authorisation, licence or approval necessary for the performance of the contract which is to be issued by any public authority or any other cause whatsoever beyond the Club's control;

**“Stadium”** means the Emirates stadium, London N7 7AJ or such other venue for the Conference as notified by the Club to the Delegate; and

**“Terms and Conditions”** means these Delegate Terms and Conditions.

**2. Booking procedure**

2.1 All Bookings are provided subject to availability and these Terms and Conditions. Making a Booking constitutes acceptance by you of these Terms and Conditions.

2.2 Bookings will only be accepted if you complete the booking form provided by the Club and pay the Fee. You are responsible for the accuracy of all information provided to us.

2.3 Your Booking will not be confirmed until we have notified you via email that it has been accepted.

**3. Payment**

3.1 Prices quoted are inclusive of VAT (unless stated otherwise).

3.2 Full payment of the Fee must accompany your completed booking form via [arsenal.com/semsconference](http://arsenal.com/semsconference), bookings will not be confirmed via any other medium.

#### **4. Re-sale, substitutions and cancellations by Delegates**

4.1 Delegates may not re-sell a Booking without our prior written consent.

4.2 Delegates may nominate an alternative person from their organisation to attend the Conference up to 24 hours prior to the start of the Conference at no extra charge. Should substitution not be possible, cancellation charges will apply as follows:

(A) If notice of cancellation is received by the Club later than six weeks before the Conference, the total Fee will be payable; or

(B) If notice of cancellation is received by the Club six weeks or more prior to the Conference, £30 will be payable as an administration fee.

4.3 All substitutions or cancellations by Delegates must be sent to the Club by email to [scurthoys@arsenal.co.uk](mailto:scurthoys@arsenal.co.uk)

#### **5. Cancellation, re-scheduling and alteration of the Conference**

5.1 The Club reserves the right to reschedule the Conference or change the Conference venue and in such event the Booking will remain in force and will be subject to the cancellation provisions in clause 4.2. Where the Conference is re-scheduled or the venue changed by us, we will use our reasonable endeavours to notify you using the details you provided to us at the time of booking. The Club will not be liable for any losses the Delegate may suffer as a result of any re-scheduling of the Conference or change of the Conference venue.

5.2 If the Conference is cancelled by the Club for any reason other than a Force Majeure Event, the Club shall issue a full refund. The liability of the Club shall be limited to refunding the Fee and the Club will not be liable for any other losses the Delegate may suffer as a result of any cancellation of the Conference.

5.3 The Club reserves the right to make alterations to the Conference programme without liability to the Delegate.

#### **6. Refreshments**

6.1 The Club shall procure the provision (by any third party or other entity appointed by the Club, in its sole discretion) of refreshments for delegates only at the Conference.

6.2 Subject to clause 6.3, the only refreshments which may be consumed at the Conference are those supplied by the Club and you shall not bring any food, drink or other refreshments into the Conference for consumption by you or any person or for any reason.

6.3 If you have any special dietary requirements, you should notify the Club in advance and bring your own refreshments to the Conference. Any person(s) attending the Stadium to operate the

Exhibitor's display at the Conference who does not have a delegate place for the Conference, shall be required to supply their own refreshments.

**7. Photography and filming**

7.1 There may be a professional photographer and video production taking place during the Conference. Delegates who do not wish to be filmed or recorded should advise the Club by email to [scurthoys@arsenal.co.uk](mailto:scurthoys@arsenal.co.uk) prior to the Conference.

7.2 Delegates should note that the taking of photographs or filming by Delegates is usually prohibited, although consideration may be given to specific requests on merit and will require the express prior written consent of the Club in writing at least 14 days prior to the Conference.

**8. Privacy policy**

8.1 Each Delegate consents to the Club holding and processing data relating to them for administrative and legal purposes. The personal data that each Delegate provides to the Club shall be processed, stored and transferred in accordance with the terms of the Club's privacy policy at: <http://arsenaldirect.arsenal.com/page/privacy/>.

**9. Liability and indemnity**

9.1 Nothing in these Terms and Conditions shall operate so as to exclude or limit the liability of either party to the other:

- (A) for death or personal injury caused as a result of its negligence;
- (B) arising out of fraudulent misrepresentation or fraudulent concealment; or
- (C) for any other liability which cannot be excluded or limited by applicable law.

9.2 The Club shall not be liable to the Delegate for any indirect or consequential loss or damage whatsoever even if the Club was aware of the possibility of such loss or damage to the Delegate.

9.3 Subject to clause 9.1, the total aggregate liability of the Club to the Delegate under or in relation to these Terms and Conditions, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence) and breach of statutory duty, shall not exceed the fees paid by the Delegate to the Club pursuant to these Terms and Conditions.

9.4 The Delegate will be responsible for paying for any damage which you cause to property at the Stadium.

9.5 The Delegate shall fully and effectively indemnify the Club against any and all costs, charges, claims, expenses, demands and liabilities suffered or incurred by it as a result of: (i) any breach by the Delegate of any of these Terms and Conditions; and/or (ii) the Delegate's participation in the Conference.

**10. Personal property**

- 10.1 The Club does not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property howsoever caused.
- 10.2 The Club shall not be responsible in any way for the loss of, or damage to, any property of the Delegate left in the Conference facility or any part of Stadium. Notwithstanding the foregoing, the Club shall be entitled to dispose of any property left behind by the Delegate in the Conference facility.

**11. General**

- 11.1 You must comply with the instructions and directions given by staff, stewards and agents of the Club and any applicable policies and procedures.
- 11.2 The Club reserves the right to refuse access to, or remove any Delegate from the Conference who, in our reasonable opinion has, or is likely to affect the enjoyment of other Delegates, in our reasonable opinion is acting under the influence of alcohol or drugs or who uses threatening, abusive or insulting words.
- 11.3 You must comply with all relevant statutes, safety announcements and Stadium regulations whilst attending the Conference.
- 11.4 The Club will not be liable for any failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by a Force Majeure Event.
- 11.5 The Club reserves the right to make changes to any of these Terms and Conditions. Such changes will be notified to the Delegate by being put on display at the Conference and on the Club's website.
- 11.6 Except as expressly provided under these Terms and Conditions, the rights and remedies contained in these Terms and Conditions are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 11.7 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions shall not constitute a waiver of the right to remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these Terms and Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.8 Each of the provisions contained in these Terms and Conditions shall be construed as independent of every other provision, so that if any provision in these Terms and Conditions shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable, then such determination shall not affect any other provision of these Terms and Conditions, all of which other provisions shall remain in full force and effect.
- 11.9 You acknowledge that the Club may fulfil any of its obligations under these Terms and Conditions by procuring such fulfilment from another Club group company. Each Club group company may benefit from the rights granted to the Club under these Terms and Conditions. Other than the foregoing, no other person other than you or the Club has any rights under the

Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions shall affect any right or remedy of a third party that exists or is available other than as a result of the aforementioned Act.

- 11.10 These Terms and Conditions constitute the entire agreement between the Club and you and neither the Club nor you shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of any other party in relation to the Terms and Conditions which is not set out herein.
- 11.11 These Terms and Conditions shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any dispute that may arise out of, under, or in connection with these Terms and Conditions.