

TERMS AND CONDITIONS OF SERVICE

1. Application

1.1 These Terms and Conditions shall apply to the provision of Services by the Supplier to the Client.

1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Supplier in writing.

2. Definitions

2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“**Business Day**” a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in euros);

“**The Client**” means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Supplier

“**The Commencement Date**” the commencement date for this agreement as set out in the Registration Form.

“**Services**” means the services to be provided by the Supplier to the Clients as set out in the Registration Form.

“**The Supplier**” Lean Enterprise Academy Ltd

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. The Service

3.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment will provide the services expressly identified in the Registration Form or otherwise agreed under this agreement.

3.2 The Supplier will use reasonable care and skill to perform the services identified in the Registration Form or otherwise agreed under this agreement.

3.3 The Supplier shall use all reasonable endeavours to complete its obligations under the Registration Form, but time will not be of the essence in the performance of these obligations.

4. Price

4.1 The Client agrees to pay the Fees in accordance with the terms of payment.

4.2 In addition the Supplier shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

4.3 The Client will pay the Supplier for any additional services provided by the Supplier that are not specified in the Registration Form in accordance with the Supplier's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for the Expenses.

4.4 All sums payable by either party pursuant to this Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that party shall be additionally liable.

5. Payment

5.1 Bookings made via the Supplier's website will be made with a credit card payment at the time of booking.

5.2 Bookings made by fax, should include credit card details to allow payment to be made at the time of booking.

5.3 Bookings made by post, should include a duly completed Registration Form and details of a bank transfer, cheque or credit card information.

5.4 Bank charges incurred when making payments must be paid by the sender. Bank charges will not be covered by the Supplier.

5.5 All payments must be received no later than 14 days prior to the date of the Conference. Exceptions apply to late bookings, please see Section 5.6.

5.6 Bookings made after 7th November 2008 must be accompanied with payment.

5.7 In the event that a charge is made by submission of an invoice by the Supplier, this will be paid by the client within 30 days of the date of the invoice, unless otherwise specified.

5.8 The currency of the Booking Charges is pounds sterling.

5.9 All Charges are variable as the event is being held in the UK. VAT must be paid with the Booking Charges to complete the booking process.

5.10 Cheques, drafts or other payment instructions shall be drawn on a bank trading in the United Kingdom.

5.11 Any charge not paid by the due date will be subject to both interest and a compensation payment at the rates provided in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

6. Variation and amendments

6.1 If the Client wishes to vary any details of the Registration Form it must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

6.1.1. Substitutions are acceptable, providing that all details are reconfirmed to our Events Organiser as soon as possible.

6.2 If, due to circumstances beyond the Supplier's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client forthwith. The Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

7. Termination

7.1 The Supplier may terminate the agreement forthwith if:

the Client is in breach of any of its obligations hereunder; or

7.1.2 the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

7.1.3 the Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or

7.1.4 the Client ceases or threatens to cease to carry on business; or

7.1.5 any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination of the service through no fault of the Supplier) arise that necessitate for whatever reason the termination of the provision of services.

7.2 In the event of termination under clause 7.1 the Supplier shall retain any sums already paid to it by the Client without prejudice to any other rights the Supplier may have whether at law or otherwise.

7.3 In the event of cancellation, the following cancellation charges shall apply:

Cancellation within up to three months of the Conference 10% (Ten per cent) of the Booking Charges

Cancellation within one month of the Conference 25% (Twenty Five per cent) of the Booking Charges

Cancellation within two weeks of the Conference 40% (Forty per cent) of the Booking Charges

7.4 For the purposes of this agreement, any payments received on account for Conference Bookings, shall be offset against the Cancellation Charge.

8. Liability

8.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not be liable by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) in connection with the performance of this contract or with the use by the Client of the Services supplied.

8.2 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Client, or its agent or employees.

8.3 The Supplier shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

8.4 [Where the Client consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Client shall be joint and several obligations of such persons.]

9. Conference

9.1 For the purposes of this agreement, the following etiquette and protocol will apply:

9.2 Films, Photographs, Videotapes

No film, videotapes or photographs of the interior of the Centre may be made or taken without the written permission of the Supplier.

Security Badges

The Supplier requires that any person within the Conference will wear a security badge issued by the Supplier.

Radio Transmitting Equipment

The Supplier respectfully requests that the use of portable telephones is respected during the Conference Speaker Sessions.

10. Force Majeure

10.1 Neither the Supplier nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:-

10.2 act of God, explosion, flood, tempest, fire or accident;

10.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.5 import or export regulations or embargoes;

10.6 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);

10.7 difficulties in obtaining raw materials, labour, fuel, part or machinery;

10.8 power failure or breakdown in machinery.

11. Waiver

11.1 No waiver by the Supplier of any breach of these terms and conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.

11.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

12. Severance

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

13. Copyright

The Supplier reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Supplier's services or facilities. The Supplier reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

14. Notices and Service

14.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by sending via pre-paid registered post, email, facsimile transmission or other comparable means of communication.

14.2 Any notice or information given by post in the manner provided by Clause 14.1 which is not returned to the sender as undelivered shall be deemed to have been given on the 5th (fifth) day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

14.3 Any notice or information sent by e-mail, telex, cable, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent to the other party 24 hours after transmission.

14.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time

15. Applicable Law and Jurisdiction

These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.