

# **Cellmark Forensic Services**

# **Standard Terms & Conditions**

# for the Sexual Offences Conference 2024

#### **Definitions**

In these Terms and Conditions:

'Cellmark', 'Company', 'we', 'us', 'our', 'ours' means Orchid Cellmark Ltd (trading as Cellmark Forensic Services). Registered in England No. 4045527. Registered office: 16 Blacklands Way, Abingdon, Oxon OX14 IDY, info@cellmark.co.uk, VAT ref GB750029264.

'Contract' means the binding contract for registration and payment for Cellmark's Sexual Offences Conference in accordance with and subject to these terms and conditions.

'Delegate', 'you', 'your', 'yours' means the person who has registered to attend, or the person who registered if done on their behalf.

'Event' means Cellmark's Sexual Offences Conference, held on the 30<sup>th</sup> April 2024.

'Registration Form' means the online form completed and accordingly submitted by delegates.

'Third Parties' means all persons other than you or us.

#### 1. Registration and Charges

- 1.1. All applications to register for the Event are subject to availability and acceptance of booking and allocation of delegate places is at our sole discretion.
- 1.2. It will be possible to register for the Event on-line up to the end of the day on 21st April 2024.
- 1.3. Submission of a duly completed Registration Form gives rise to a Contract to the exclusion of any other terms and conditions in so far as such exclusion does not affect your statutory rights such as your right to change your mind, by way of written notice to us, within 24 hours of the start of the Event.
- 1.4. The Delegate fee will be the charges quoted by the Company at the time of booking (subject to any adjustment in accordance with these terms and conditions). The Charges quotes will include the provision of a light lunch. We will attempt to cater for dietary requirements where we have been notified accordingly prior to the time that registration for the event has closed (see 1.2)
- 1.5. All charges are exclusive of Value Added Tax which will be charged at the current rate, unless otherwise stated.
- 1.6. All payments are required in pounds Sterling.

## 2. Admissions Policy

- 2.1. Admission is open to professional attendees who are involved in or have a direct connection to the subject matter of the Event. Visitors should be appropriately dressed for a professional conference.
- 2.2. Due to the nature of the content of the Event, if we do not think that the subject matter is relevant for you we may not accept your registration. Please note in this instance a full refund will be issued less the administration fee (see 3.2).

#### 3. Cancellation

- 3.1. The Company may cancel a customer's registration and forthwith terminate this Contract and the rights granted to the Delegate if:
  - 3.1.1. Edgbaston Stadium or part of the Edgbaston Stadium has to be closed for reasons beyond the Company's control;
  - 3.1.2. The Event is cancelled due to insufficient registrations;
  - 3.1.3. We do not think the subject matter is relevant for you (see 2.2);
  - 3.1.4. You are in breach of any of these terms and conditions.
- 3.2. The Delegate may cancel their registration prior to the Event. If cancellation is made prior to the 22<sup>nd</sup> April we will refund your monies paid less a small administration fee of £5.80. If you cancel after 22<sup>nd</sup> April but more than 24 hours before the start of the Event we will refund your monies paid less a cancellation charge of £48 +VAT and the administration fee of £5.80. If a cancellation is made less than 24hrs before the start of the Event no refund will be made. Please note it may take 10 working days for the charges to be returned to you.
- 3.3. In order to obtain a refund please contact training@cellmark.co.uk.



#### 4. Conference Programme

4.1. The Company reserves the right to change the conference speakers or to vary the conference programme in case of illness of other conditions beyond its control. We reserve the right to do this at any time and in our sole discretion.

#### 5. Attendance at the Event – compliance with instructions and regulations

- 5.1. Whist attending the Event we expect cooperation from all participants to help ensure a safe environment for everyone. You will comply with:
  - 5.1.1. All applicable laws
  - 5.1.2. All instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements;
- 5.2. You are responsible for ensuring your own safety and security whilst attending the Event. Save as set out at Clause 7, we shall not be liable for any injury, loss or damage suffered by you;
- 5.3. No Delegates will place signs or distribute promotional material at the Event without the prior approval of the Company.
- 5.4. You are not permitted to capture images, stream, film, broadcast or record the Event without our express prior approval.
- 5.5. Should any damage occur at the Event caused by the Delegate, the Delegate shall be liable for reparation charges incurred.
- 5.6. We reserve the right to refuse access to, or remove any delegate from the Event who, in our reasonable opinion has, or is likely to affect the enjoyment of the other delegates or where a Delegate fails to comply with these Terms and Conditions.

#### 6. Use of Information

- 6.1. Your personal information will be processed in accordance with our privacy policy which can be found on our website;
- 6.2. We may share the information provided by you to us, including via your Registration Form with our employees, officers, representative and/or subcontractors in connection with the administration of the Event to ensure that your notified requirements (if any) are met;
- 6.3. Submission of a Registration Form will be deemed consent for your contact details to be retained on a mailing list in order to advise you of future events and to keep you informed on matters related to the subject matter of the Event. We will not share your details with any other organisation. If you do not wish your details to be include on this list, please contact us at training@cellmark.co.uk.

#### 7. Liability

- 7.1. Subject to Clause 7.3, we shall have no liability to you for any damages, loss, costs, claims or expenses of any kind whatsoever arising in connection with any booking (or requested booking) made by you or otherwise in relation to the Event. In the event of any party being able to establish a claim for damages resulting from an act or omission whether negligent of otherwise of Cellmark, the total liability of the Company for any loss of the Delegate shall not exceed the price paid by the Delegate for attendance at the Event.
- 7.2. You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any act or omission by you during or otherwise in relation to your attendance at the Event;
- 7.3. Nothing in these Terms and Conditions shall limit or exclude either party's liability for:
  - 7.3.1. Death or personal injury caused by that party's negligence or the negligence of that party's employees, agents or subcontractors;
  - 7.3.2. Fraud or fraudulent misrepresentation;
  - 7.3.3. Any other liability which cannot be limited or excluded by applicable law.

### 8. General

- 8.1. No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of Cellmark and the Delegate.
- 8.2. These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

All details are correct at time of printing.