

## **1. Definitions**

- 1.1 The "Customer" means the person or company wishing to purchase tickets to the White Rose Awards 2009.
- 1.2 The "Supplier" means Yorkshire Tourist Board trading as Welcome to Yorkshire (WTY).
- 1.3 "Conditions" means the Conditions of Service set out in this document and any special conditions agreed in writing by the Supplier.

## **2. Conditions**

- 2.1 These "Terms and Conditions" do not affect your statutory rights.
- 2.2 All contracts of service made by the Supplier shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Purchaser in relation to the White Rose Awards 2009.
- 2.3 If any amendments to these terms and conditions are agreed they must be confirmed in writing.
- 2.4 The final date for bookings to be received is 2<sup>nd</sup> October 2009.
- 2.5 Tickets are not guaranteed until payment has been received in full by the Supplier.

## **3. Prices & Payment**

- 3.1 The Price of the advertisement shall be that as set out on the booking form.
- 3.2 Any variation to the 'Advertising Rates' will need to be agreed in writing by the Supplier.
- 3.3 The Supplier will generate a VAT invoice on receipt of a completed booking form.
- 3.4 Payment is due in full on invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Supplier at its discretion to withdraw the booking.
- 3.5 Tickets for the White Rose Awards 2009 will not be issued until payment has been received in full by the Supplier.
- 3.6 Credit card details provided by the Customer will be used solely for the purpose of payment of White Rose Tickets as ordered on the booking form and details will be destroyed on completion of the transaction being processed.
- 3.7 If any act or proceedings shall be commenced in which the Customer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

## **4. Interest on Overdue Invoices**

In the event of non-payment of an invoice or invoices we reserve the right to charge interest on the overdue amount at standard bank base rate plus 4% to compensate for additional workload created by overdue invoices. Acceptance of these credit terms includes acceptance of the levying of interest charges at our discretion. If legal action is required to effect payment, we give notice that all legal and court costs, plus interest, will be added to the amount sought via the courts.

## **5. Delivery**

Whilst every reasonable effort shall be made to keep any service delivery date, time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

## **6. Cancellation**

- 6.1 Cancellations by the Customer, received prior to 18<sup>th</sup> September 2009 will be fully refunded.
- 6.2 Cancellations by the Customer, received after the 18<sup>th</sup> September 2009 will be charged at the full rate.

## **7. Force Majeure**

In the event that the Supplier is prevented from carrying out its obligations under a contract for service as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Supplier shall be relieved of its obligations and liabilities under such contract for services for as long as such fulfilment is prevented.

## **8. No Waiver**

The Supplier's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Customer in performance or compliance with any of these conditions.

## **9. Liability**

- 9.1 In exceptional circumstances it may be necessary for reasons beyond the control of the Supplier to alter the content, venue, or the date and timing of the conference. To the extent permitted by law there will be no associated liability whatsoever to the event organisers and hosts, WTY or any individuals affiliated with the event or WTY in any capacity. Where practical, all participants will be notified in advance of such changes.
- 9.2 In the event of any breach of these Conditions by the Supplier the remedies of the Customer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential damage.

## **10. Miscellaneous**

- 10.1 Any contracts shall in all respects be construed and in conformity with English law.
- 10.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.