

Event terms and conditions

British Tourist Authority (t/a VisitBritain/VisitEngland): Is the national tourism agency – a non-departmental public body funded by the Department for Digital, Culture, Media & Sport (DCMS), VisitBritain/VisitEngland plays a unique role in building England's tourism product, raising Britain's profile worldwide, promoting VisitBritain/VisitEngland business events globally, increasing the volume and value of tourism exports and developing England and Britain's visitor economy.

Working with a wide range of partners in both the UK and overseas, our mission is to grow the volume and value of inbound tourism across the nations and regions of Britain and to develop world-class English tourism product to support our growth aspirations.

1. Health and Safety

All Attendees must refer to the venue's health and safety regulations located in the Attendee Pack.

2. Film and Photography

Filming and photography may take place before, during and after the Event.

All content captured before, during and after the Event will be stored by BTA and may be used (without limitation) in connection with BTA's advertising, promotional, marketing, newsletters and its Privacy Policy;

Attendees may take photos and record elements of the Event for the purpose of sharing their attendance or used for their business needs.

3. Confirmation of Attendance

All Attendees must ensure to confirm their attendance for all Events which they attend by the deadlines stipulated by BTA. Any Attendee who fails to submit their confirmation, within the stipulated times, will not be allowed to attend as their registration will be void.

4. Payment and Cancellation

All applicable fees must be paid in full by all Attendees by the date stipulated by BTA during the registration process.

Where payment in full is not received by BTA prior to the Event start date by an Attendee, such Attendee will be denied access to the Event until payment is made in full.

If you are unable to attend an Event for which you have registered, please contact the designated person outlined in the Event confirmation email in writing as soon as possible (and in any event no later than 24 hours before the Event). BTA may at its absolute discretion allow you to send a substitute in your place (provided BTA has received full details of such substitute prior to the Event) or allow you to attend the next available Event, if applicable.

If you wish to cancel your attendance at an Event, you must notify us in writing and the following cancellation charges shall apply:

- (i) Any cancellation requests received prior to 8 weeks of the Event date, a refund of any attendance fees paid minus a percentage of the cost BTA has incurred at the time of your cancellation will be given up to 8 weeks prior to the Event.

- (ii) No refunds and/or credits notes shall be given for any cancellations received less than 8 weeks prior to the Event date, the Attendees shall be liable for 100% of any and all applicable fees.
- (iii) Registered Attendees may be substituted at any time prior to the Event date.
- (iv) No refunds will be given at any time on sponsorship packages or dinner bookings.

BTA may in exceptional circumstances need to postpone or cancel an Event and BTA shall notify you as soon as reasonably practicable of any such postponement or cancellation and issue you a full refund or credit note for future BTA activity as is necessary. BTA's liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of fees you have paid to it for the Event only and BTA shall not be liable for any additional expenditure, loss or damages incurred by you as a result of such cancellation or postponement.

5. Changes by Attendees

Subject to the Cancellation provisions (above), the Attendee agrees not to sell, trade or transfer any Event registration place, access link or Attendee Package without prior approval and written consent from BTA.

6. Changes by BTA

The Attendee acknowledges and agrees that BTA, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue and time at any time before and during the Event.

7. Delegates branding obligations

All Delegates, where applicable, must supply any finished artwork relating to its presence at the Event, including without limitation, company name, logos, exhibitor booth content and any other branding/content within the stipulated deadlines reasonably set by BTA and in accordance with the terms set out in the relevant Attendee Pack.

8. Data Protection

The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party is a separate data controller. All Parties shall comply with all applicable requirements of the Data Protection Legislation in connection to their respective obligations under these Event Terms.

The obligations set out herein are in addition to, and does not relieve, remove, or replace, a Party's obligation or rights under the Data Protection Legislation.

9. Code of Conduct

BTA reserves the right to remove any Attendees from the event if we determine that the Attendees participation or behaviour has/will create a disruption or hinders the event or the enjoyment of the event content for other Attendees.

BTA is dedicated to providing a harassment-free event experience for everyone.

All Attendees must abide by applicable laws and regulations (including without limitation) before, during and post Event and/or while representing BTA.

10. Limitations of liability

Unless otherwise expressly stated herein, nothing in these Event Terms shall exclude or limit BTA's liability for fraud or intentional unlawful conduct by it, or death or personal injury resulting from its negligence and the remaining provisions of this Clause 10 below.

BTA Events are open forums and the content of papers and presentations given by guest authors and speakers from companies/organisations other than BTA and any opinions expressed therein are the responsibility of the authors and speakers concerned and are not endorsed by BTA.

BTA disclaims all liability for any tort or damage arising out of any statement or opinion made in any paper or presentation by any guest author or speaker.

To the maximum extent permitted by the applicable law, neither BTA, nor any of BTA's Representatives will be liable to you for:

(a) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if BTA or any of BTA Representatives have been advised of their possible existence, arising in connection with these Event Terms; nor

(b) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with these Event Terms;

Without prejudice to Clause 17 below, any exclusions of liability that are not affected by restrictions by any applicable laws and regulations, shall remain in full force and effect.

Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of your use of any Events and/or Attendee Pack, you agree that BTA's maximum aggregate liability to you shall be limited to the higher of (a) the total amounts paid by you to BTA for the Event, or (b) the sum of GBP£500 (Five Hundred Pounds Sterling).

11. Indemnity

You agree to fully indemnify and hold BTA, BTA's Representatives, harmless against all costs, claims, damages, liability and expenses (including any professional fees) which BTA might incur by reason of any negligence and/or breach by you of these Event Terms including, without limitation, any of the warranties, representations and undertakings under these Event Terms.

12. Force Majeure

BTA shall not be deemed to be in breach of these Event Terms by reason of any delay in performing, or any failure to perform any service or BTA's obligations in relation to these Event Terms, if the delay or failure was due to any cause beyond BTA's reasonable control, including but not limited to acts of God, explosions, floods, fire or accident, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, pandemics, epidemics, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes (whether involving BTA's employees or of third parties).

13. Changes to these terms

BTA reserves the right to make any amendments to the provisions of these Event Terms, which at its sole discretion deems necessary, from time to time. Any amendments will be notified to you

by being posted on BTA's website. It is your responsibility to refer regularly to these Event Terms and note any amendments. Amendments will come into effect immediately on the amended Event Terms being posted on the relevant BTA's website.

14. No Waiver

Failure by any Party to exercise any right or remedy under these Event Terms does not constitute a waiver of that right or remedy.

15. Entire agreement

These Event Terms (including any terms incorporated by reference in these Event Terms, which shall include without limitation any obligations and/or terms set out in the Attendee Pack), constitute the entire agreement between you and BTA with respect to your access to and use of any Event and/or Attendee Pack and supersedes all prior agreements, negotiations and discussions between you and us relating to the same.

16. Assignment and Sub-contracting

You may not assign, sub-license or otherwise transfer any of your rights under these Event Terms without BTA's prior written consent.

BTA may sub-contract delivery of an Event to any group company who operates the business relating to the relevant information, publication or data product forming part of that Event.

17. Severability

If any provision of these Event Terms is found to be wholly or partially invalid, void or unenforceable by any court having competent jurisdiction or by virtue of any legislation or any other reason, that provision shall be invalid, void or unenforceable to that extent only and no further and the validity and enforceability of the remaining provisions of these Event Terms shall not be affected.

18. Notices

Any notice which is required to be given pursuant to these Event Terms shall be made by email or first class post, in the case of you, to the address provided on your registration form and, in the case of us, to the address posted on the relevant website or otherwise notified to you in relation to any relevant Event. Any such notice shall be deemed to have arrived if sent by post within three (3) days of posting and if sent by email at the time of transmission.

19. Third Party Rights

No term of these Event Terms is intended to be enforceable by any person other than you or BTA.

20. Headings

Headings in these Event Terms are for convenience only and will have no legal meaning or effect.

21. Governing Law and Jurisdiction

These Event Terms shall be governed by and construed in accordance with the laws of England and the Parties shall submit to the exclusive jurisdiction of the English Courts.



Glossary of Terms:

Ad Hoc Exhibiting Partners: Partners who take a large space or section of a BTA exhibition stand to promote their own company. Ad-hoc partners may also invite and manage their own delegation.

Attendee: means either a Trade Visitor, Hosted Buyer and Delegate.

Attendee Pack: means all materials, data, information and products provided as, relating to or forming part of the Event.

Business Events Suppliers: means (including without limitation) DMO Supplier, Venues including 'ICCs': International Conference Centres. 'Service providers': Accommodation and transport providers

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Delegate means Trade Supplier, DMO Supplier, Business Event Supplier, DMC Supplier, Strategic Partner and Ad Hoc Exhibiting Partners.

Destination Management Organisation 'DMO Supplier': means an organisation which promotes a location as an attractive travel destination. DMOs are also known as tourist boards, tourism authorities or "Convention and Visitors Bureaux".

Destination Management Companies 'DMC Suppliers': A professional services company with local knowledge, expertise and resources, working in the design and implementation of events, activities, tours, transportation and program logistics.

Event: trade events organised and hosted by BTA to create a platform for all parties to do business.

Event Sponsor: means a person or company who advertises their brand by "sponsoring" or supporting the event financially in exchange for brand exposure to highly engaged attendees. e.g. merchandise or elements of the event agenda.

Hosted Buyer means any UK and international travel companies, travel agents, travel media, associations/foundations, AMCs (association management companies), PCOs (professional conference organisers), incentive houses/agencies, independent planners/venue finders, corporations and business events media 'buyers' who are invited to an event and where some agreed costs for attending an event is included as part of such invitation.

Party/Parties: means together BTA and Attendee

Representatives: means any BTA suppliers, content providers, licensors and other suppliers, officers, employees, partners, affiliates, sub-contractors, successors and assigns, agents or representatives.

Strategic Partner: National Tourist Boards (including without limitation Scotland, Wales, England, Northern Ireland and London).

Third Party Event: trade events organised and hosted by third parties (including without limitation global exhibition organisers in the Tourism and MICE sector) to create a platform for all parties to do business.

Third Party Supplier: means (including without limitation) any third party supplier providing a service towards the running of an event (i.e. (including without limitation) venue, accommodation, transport, travel management and audio visual). This also includes providers contributing towards activities around any educational trips.

Trade Visitors: means any UK and international travel companies, travel agents, travel media, associations/foundations, AMCs (association management companies), PCOs (professional conference organisers), incentive houses/agencies, independent planners'/venue finders, corporations and business events media 'buyers' who register to attend an event.

UK General Travel Trade 'Trade Supplier': A organisation, accommodation, transport, venue, attraction etc who provide a product which can be sold to buyers e.g tours, experience packages.

You/your: means (as appropriate), the Attendee.