



Standard Terms and Conditions

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1. Interpretation

- 1.1 "Accompanying Person Fee" means the fee payable in respect of the attendance at the Event of an Accompanying Person; "Accompanying Person" means any individual accompanying the Delegate; "Agreement" has the meaning given in clause 1.2; "Booking Confirmation" means LGC's email confirmation of the Booking with the relevant invoice attached; "Booking Form" means the booking form available on the Website to be submitted to LGC by the Participant to place a Booking; "Data Protection Laws" means the Regulation and all other applicable laws, regulations and provisions relating to Processing; "Delegate" means the individual or individuals nominated by the Participant to attend the Event (if different from the Participant); "Eurachem" means the membership body associated with the Workshop; "Event" means Workshop, Exhibition, Excursion and/or Training Sessions and other items described on the Website as being included in the Registration Fee (as applicable); "Excursion" means the excursion; "Excursion Fee" means the fees specified on the Website as payable for the Excursion; "Exhibition" means the display of the Participant's product and/or service offerings at the Workshop; "Exhibition Fee" means the fees payable for the Exhibition as specified on the Website; "Firm Booking" has the meaning given in clause 2.2; "Force Majeure" has the meaning given in clause 8.1; "Hotel" means the De Vere Beaumont Estate Hotel located at Burfield Road, Old Windsor, Berkshire, SL4 4JJ, UK; "LGC" means LGC Limited (company number 2991879); "Participant" means the individual or organisation stated in the Booking Confirmation; "Payment Due Date" has the meaning given to it in clause 3.2; "Personal Data" has the meaning set out in the Regulation; "Personnel" means any officers, employees, agents or subcontractors; "Price" means the amount specified in the relevant Booking Confirmation as payable by the Participant in respect of the: (i) Registration Fee; (ii) Training Fee; (iii) Accompanying Person Fee; (iv) Exhibition Fee; and/or (v) Excursion Fee (as applicable); "Processing" has the meaning set out in the Regulation; "Provider" means any individual and/or organisation engaged by LGC to provide services in relation to the Hotel, Workshop, Training Session, Exhibition, Excursion and/or any other part of the Event; "Registration Fee" means the fee specified on the Website for the Workshop; "Regulation" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation); "Training Fee" means the fee specified on the Website for the Training Sessions; "Training Sessions" means the training sessions specified on the Website; "Website" means the Event as advertised on www.eurachem-pt2020.org; and "Workshop" means the 10th Proficiency Testing Workshop by Eurachem as described on the Website.
- 1.2 Unless other terms and conditions are expressly accepted by LGC by a specific written amendment hereto, the agreement between the parties shall be on the terms and conditions set out herein and the relevant Booking Confirmation ("Agreement"), whether or not the same are endorsed upon, delivered with or referred to in any purchase order or other document delivered or sent by the Participant to LGC.

2. Booking Confirmation

- 2.1 By submitting a Booking Form to LGC in respect of any Delegate and/or Accompanying Person's attendance at the Event, the Participant agrees to be bound by this Agreement.
- 2.2 A binding contract between the Participant and LGC is formed when LGC sends the Booking Confirmation to the Participant to the email address provided on the relevant Booking Form ("Firm Booking").

3. Price and Payment

- 3.1 The Participant shall pay the Price to LGC either by: (i) credit or debit card through the payment portal on the Website; or (ii) bank transfer to the LGC bank account specified on the Booking Confirmation.
- 3.2 Payments by bank transfer shall be made within twenty-eight (28) days of the date of the relevant Booking Confirmation ("Payment Due Date").
- 3.3 Debt recovery costs and interest on overdue payments shall accrue on any unpaid amounts from the Payment Due Date to the maximum extent permitted by the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 or other similar laws that may be applicable.
- 3.4 Failure by the Participant to pay the Price by the Payment Due Date may result in the relevant Firm Booking being cancelled by LGC in its sole discretion, without prejudice to any right or remedy which LGC may have against the Participant in respect of such failure to make payment.

4. Participant's obligations

- 4.1 The Participant shall: (i) cooperate with LGC in all matters relating to the Event; and (ii) provide LGC and its Personnel with any information which may be required by LGC to organise the Event, including but not limited to, complete and accurate details in respect of any Delegate and/or Accompanying Person.
- 4.2 The details of the Participant, its Delegate and/or any Accompanying Person may be amended by the Participant by written notice to LGC no later than twenty-eight (28) days prior to the commencement of the Event.
- 4.3 For the avoidance of doubt, any Accompanying Person shall not be entitled to participate in the Workshop or the Training Sessions.

5. Liability and indemnity

- 5.1 Nothing in this Agreement shall exclude or limit LGC's liability for death or personal injury (caused by LGC's negligence), fraudulent misrepresentation or wilful misconduct.
- 5.2 Subject to clauses 5.1, 7.1 and 7.2, LGC shall have no liability to the Participant whatsoever, or howsoever caused, in relation to the Event.
- 5.3 LGC hereby excludes all conditions, warranties and stipulations statutory, express or implied, which but for such exclusion would or might subsist in favour of the Participant except as expressly provided for in this Agreement or where the Participant is by law deemed to be a consumer.
- 5.4 The Participant shall indemnify LGC against all claims, demands, actions and proceedings, and all damages, losses (including loss of profits, loss of business or economic loss), injury, costs and expenses of any nature, whether direct or indirect incurred by LGC as a result of or in connection with: (i) the Participant's breach of this Agreement; (ii) any claim made by a third party (including any Provider, Eurachem (or its members), Delegate and/or Accompanying Person) against LGC to the extent that such liability relates to or arises from the act, omission, negligence or wilful misconduct of the Participant, its Delegate and/or Accompanying Person.

6. Health, Safety and Security

- 6.1 Where applicable, the Participant shall and shall ensure that its Delegate and/or any Accompanying Person participating in any part of the Event shall comply at all times with any health, safety and security policies, procedures and protocols of the relevant Provider.
- 6.2 LGC reserves the right in its sole discretion to refuse to admit or to remove the Participant, its Delegate and/or any Accompanying Person from the Event (or any part of it) in the event of any non-compliance with clause 6.1.

7. Cancellation

- 7.1 The Participant may cancel the Firm Booking by giving written notice to LGC. If the Participant's written cancellation of the Firm Booking is received by LGC: (i) ninety (90) days or more prior to the commencement of the Event, the Price shall be refunded in full (less a cancellation fee of £100); (ii) less than ninety (90) days and more than sixty (60) days prior to the commencement of the Event, fifty percent (50%) of the Price shall be refunded (to the extent the Price has not been paid to and/or is recoverable from the Providers); or (iii) sixty (60) days or less prior to the commencement of the Event, the Price shall not be refunded.
- 7.2 LGC may cancel the Event and/or any Firm Booking at any time with immediate effect without cause by giving notice to the Participant in writing. In case of such cancellation, the Participant shall be entitled to receive a full refund of any Price paid to LGC prior to the date of cancellation.
- 7.3 In case of any cancellation of the Event and/or Firm Booking pursuant to this Agreement, LGC specifically excludes all liability to the Participant for any travel or other ancillary costs and expenses incurred in connection with the Event and the Participant shall be responsible to obtain its own insurance as appropriate.

8. Force Majeure

- 8.1 If the Event (or any part of it) is prevented or hindered by reason of any cause beyond LGC's reasonable control (which shall include, without limitation, acts of God, governmental action, war or national emergency, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, currency restrictions, strikes or other labour dispute, or restraints or delays outside of LGC's control or suffered by any third party (including any Provider) in connection with the Event ("Force Majeure"), LGC may cancel the Event (or any part of it) by notice in writing to the Participant stating the cause in question.
- 8.2 The Participant shall be responsible to obtain its own insurance for the cancellation of the Event due to Force Majeure.

9. Data Protection

- 9.1 The Participant acknowledges and agrees that Personal Data included on the Booking Form may be shared by LGC with third parties, including without limitation Eurachem, the Hotel and any other Provider for the purposes of organising the Event.
- 9.2 LGC shall comply at all times with its obligations under the Data Protection Laws where Processing of any Personal Data is required.
- 9.3 The Participant shall comply at all times with its obligations under the Data Protection Laws and warrants to LGC that it has secured all necessary consents where providing Personal Data of third parties (including any Delegate and/or Accompanying Person) to LGC. The Participant shall indemnify LGC in the event of any loss or damage (of any nature) incurred by LGC as a result of the Participant's failure to comply with this clause 9.

10. Legal and Regulatory Compliance

- 10.1 The Participant will comply with all applicable laws, statutes, regulations, directives, and/or codes of practice in force from time to time. Failure to comply with any provision of clauses 9 or 10 is grounds for immediate termination of this Agreement by LGC, which termination shall not result in any costs or compensation becoming payable by LGC to the Participant.
- 10.2 The Participant agrees and undertakes that it shall not, and shall require that its Personnel shall not, take any action in furtherance of an unlawful order, promise or payment in violation of the United Kingdom's Bribery Act 2010 or the United States' Foreign Corrupt Practices Act ("FCPA"), nor take any action that would cause either itself or any other party (including LGC) to be in violation of the Bribery Act 2010 or the FCPA.
- 10.3 The Participant shall inform LGC immediately if at any time it becomes aware, or reasonably suspects, that it has been entered on any denied persons, politically exposed persons or other sanctions lists maintained by the United Kingdom, the United States, the European Union or any other recognised national or international, governmental or quasi-governmental body. The Participant acknowledges that entry onto any such list is grounds for immediate termination of this Agreement by LGC in accordance with clause 10.1.

11. General

- 11.1 LGC shall not be held liable for the Participant's failure to specify the dietary requirements of its Delegate and/or any Accompanying Person in the Booking Form. The Participant shall be solely responsible to indicate any dietary requirements on the Booking Form or amend any information by informing LGC in writing in accordance with clause 4.2.
- 11.2 The Participant shall not assign any Agreement or any part thereof without the written consent of LGC. LGC may assign the Agreement or any part thereof to any member of the LGC group of companies or its successors. LGC shall be entitled to subcontract its obligations hereunder.
- 11.3 Each right or remedy of LGC under the Agreement is without prejudice to any other right or remedy of LGC whether under the Agreement or not.
- 11.4 If any provision of the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Agreement but the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected.
- 11.5 Failure by LGC to enforce any of the terms of this Agreement shall not be construed as a waiver of any of its rights hereunder.
- 11.6 The Participant shall have no right of set off, statutory or otherwise.
- 11.7 A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 11.8 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 11.9 The Agreement is subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.