

## HSJ Modular Terms & Conditions

*This document contains a complete set of terms and conditions which can be used by business units across all HSJ brands. They relate to HSJ brands only and should not be used for any other Wilmington Healthcare brand, which already have their own specific T&Cs in place.*

*The terms and conditions are split into two families.*

- 1. Website Terms and Conditions. These are designed for use by all HSJ websites. They are intended to cover use of the HSJ websites by the public and by individuals who have no relationship with HSJ.*
- 2. Terms of Business. These are designed for use when HSJ enters into a commercial relationship with a client. The terms are split into (i) General Terms of Business, which apply to all services provided by all business units to all clients; and (ii) service-specific modules, which cover the range of services provided by HSJ to their clients. The service-specific modules divide as follows:*

<b>Module</b>	<b>Name</b>	<b>Covering</b>
1	<i>Subscription Terms of Business</i>	<i>Digital and print subscriptions and ancillary products</i>
2	<i>Advertising Terms of Business</i>	<i>Advertising services</i>
3	<i>Events Sponsorship Terms of Business</i>	<i>Sponsorship packages for events of any scale</i>
4	<i>Conference Delegate Terms of Business</i>	<i>Delegate places at HSJ events</i>
5	<i>Table Booking Terms of Business</i>	<i>Table bookings at HSJ events</i>
6	<i>Awards Entries Terms of Business</i>	<i>Entries to HSJ award competitions</i>

## Website Terms and Conditions

These are the terms and conditions ('Website Terms and Conditions') that govern your use of this website ('Website')

### 1. Introduction

- a. The Website is operated by Wilmington Healthcare Ltd a company incorporated in *England and Wales* under number 02530185 whose registered office is at 6 – 14 Underwood Street, London, N1 7JQ ('WHL').
- b. Please read these Website Terms and Conditions carefully before using the Website. By accessing any part of the Website, you will be deemed to have accepted these Website Terms and Conditions in full regardless of whether or not you choose to register on the Website. If you do not accept these Website Terms and Conditions, you must leave the Website immediately.
- c. WHL may revise these Website Terms and Conditions at any time by posting an update on the Website. Your continued use of the Website after any such change constitutes your acceptance of the new Website Terms and Conditions and they will be binding on you. You should therefore check the Website from time to time to review the current Website Terms and Conditions.

### 2. Disclaimer

- a. Whilst WHL endeavours to ensure that the Website is normally available 24 hours a day, it will not be liable for any reason if the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair for any reason or for any other reasonable cause.
- b. You acknowledge that whilst WHL endeavours to ensure that information on the Website and any related material provided to you by WHL, whether by email or otherwise ('WHL Materials') is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by WHL. You acknowledge that the WHL Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decision and acknowledge that professional advice should be obtained before making any such decision. You acknowledge that some of the Website content may be supplied by third parties and so its accuracy and completeness will not have been checked by WHL.
- c. WHL will use reasonable endeavours to ensure that the Website and the WHL Materials do not contain or promulgate any viruses or other malicious code. However, we recommend that you virus check all such materials and regularly check for the presence of viruses and other malicious code.
- d. WHL is not responsible for the material provided by advertisers and sponsors on the Website and provides no assurances that it will not take advertisements or sponsorships from competitors of its clients or its Website users. Your correspondence and any business dealings with,

participation in promotions offered by and your access to, purchase or utilisation of products or services offered by any such advertisers and sponsors are solely between you and such third party.

- e. WHL is not responsible for any defamatory, offensive or illegal conduct of any Website user or third party.

### **3. Use of Website and Website Content**

- a. All intellectual property and other proprietary rights in and to the Website and the WHL Materials are owned by and reserved to WHL or its licensors or users (as applicable).
- b. The WHL Materials include all of WHL's or its group companies' trademarks (whether registered or unregistered), graphics, logos, designs, page headers and button icons used and displayed on the Website. You are not permitted to use any of the foregoing nor any similar or confusing versions in any way without WHL's prior written consent, other than for the purposes of referring to WHL and its brands lawfully and in good faith.
- c. You agree not to scrape, extract, download, upload, sell or offer for sale any of the WHL Materials and you agree not to use, or cause to be used, any computerized or other manual or automated program or mechanism, tool, or process, including any scraper or spider robot, to access, extract, download, scrape, data mine, display, transmit, or publish, any of the WHL Materials. You must not bypass robot exclusion headers or other similar measures that WHL may use to restrict access to, or caching of, the Website.
- d. You will not:
  - i. attempt to interfere with the proper working of the Website or to monitor use of the Website without WHL's prior written permission;
  - ii. take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;
  - iii. decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces within the Website (except that these restrictions only apply to the extent permitted by law);
  - iv. use any network monitoring or discovery software to determine the Website architecture or extract information about usage, individual identities or users;
  - v. circumvent, disable or otherwise interfere with security-related features of the Website including any features designed to prevent, limit or restrict use or copying of any WHL Materials.

- e. You agree that you will use the WHL Materials only in accordance with the following permitted uses (except where otherwise agreed in writing with WHL):
  - i. Viewing them on a computer screen and printing a reasonable number of copies of them, in accordance with fair practice and only to the extent reasonably required in the circumstances (and not further copying them);
  - ii. Where (and only to the extent that) permission to download and store them is specifically granted in the relevant WHL Materials, downloading and storing the content on the hard disk of your computer or portable media but not making any further transfer or copy of it;
  - iii. making only such other use of them as may be specified in the WHL Materials.
- f. You agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the WHL Materials (including as part of any database, library, news, information, archive, website or similar service) other than as set out above.
- g. You will not do any of the following:
  - i. create a database (electronic or otherwise) that includes any WHL Materials;
  - ii. disseminate advertisements on the Website or use the WHL Materials for any commercial purposes (including using any WHL Materials to promote or encourage the sale of your goods or services);
  - iii. transmit or recirculate any WHL Materials to any third party unless specifically authorised to do so by WHL;
  - iv. remove any copyright or trade mark notices from any of the WHL Materials;
- h. You will not use the Website to publish or disseminate any of the following:
  - i. unsolicited or unauthorised advertising, or promotional materials (including junk mail, spam, chain letters, pyramid schemes);
  - ii. material that does or may infringe the rights (including intellectual property rights) of any third party or that is unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, that may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or that constitutes or encourages conduct which may be considered a criminal offence or give rise to any civil liability in any jurisdiction;

- iii. material that brings or may bring WHL or any of its brands or companies within its corporate group into dispute or disrepute or in any way damages the standing or reputation of any of the foregoing;
- iv. material that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data;
- i. You will not post to the Website any link that takes a user to material that contravenes any of the restrictions set out above;
- j. Additional terms may apply to:
  - i. any purchases you make via the Website;
  - ii. registration on the Website including for any email alert or other related services;
  - iii. any promotion, competition or draw appearing on the Website.

#### **4. Use of Software**

- a. Copyright in any software that is made available for download on the Website or the WHL Materials belongs to WHL or its suppliers (as applicable).
- b. Your use of the software is governed by the terms of any licence agreement that may accompany or be included with it. It is your responsibility to check the terms of the licence agreement applicable to any such software and you must not install or use any software unless you agree to the terms of the relevant licence agreement.

#### **5. Links To and From Other Websites**

- a. Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. WHL has not reviewed any such third party websites and does not control or take any responsibility for their content or availability.
- b. WHL does not endorse or make any representations about any such third party websites or any material found thereon or any results that may be obtained from your use of the same. If you decide to access any such third party website, you do so entirely at your own risk.
- c. You may link to the homepage of the Website only, on condition that you do not replicate the home page of the Website. In linking to the Website you must not:

- i. create a frame or any other browser or border environment around the Website;
  - ii. imply any endorsement by WHL other than its written consent or misrepresent your relationship with WHL;
  - iii. use any logos or trade marks displayed on the Website without the express written permission of WHL;
  - iv. link from a website that is not owned by you;
  - v. link from a website that contains content in contravention of paragraph 3(h) above or that infringes the intellectual property rights of any person or does not comply with all applicable laws and regulations.
- d. You may link to other pages of the Website only with the prior written consent of WHL and subject always to the same conditions as set out in paragraph 5(c) above. If you wish to do this, please contact WHL using the Web Editor contact details shown on the 'Contact Us' section of the Website.

#### **6. Suspension of Access to Website and User Indemnities**

- a. If WHL believes that you have not complied with any of these Website Terms and Conditions, it may in its sole discretion suspend or cancel your access to the Website or any part thereof without notice.
- a. Without prejudice to the provisions of paragraph 6(a) above, you will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of these Website Terms and Conditions.
- b. suffered or incurred by us arising from or in relation to your use of the Website or the WHL Materials (or any use of the same by any third party using your username or password) including in relation to any material posted on the Website or any breach of paragraph 3.

#### **7. Liability**

- a. Nothing in these Website Terms and Conditions will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with these Website Terms and Conditions for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.

- b. Subject to paragraph 7(a) above, any liability of WHL arising from or in relation to your use of the Website or the WHL Materials (whether in tort, contract or otherwise) will be limited to five hundred pounds sterling (£500) unless otherwise agreed in writing between us.

## **8. Privacy and Cookies Policy**

- a. The provision of personal information by you and use of it and cookies by WHL is subject to our [Privacy Policy](#).

## **9. Registration**

- a. To access certain parts of the Website, WHL may require you to register and provide certain information about yourself. When you register, you agree to:
  - i. provide true, accurate, current and complete information about yourself as prompted by the relevant registration form ('Registration Data');
  - ii. contact WHL using the Web Editor contact details shown on the 'Contact Us' section of the Website in the event that your Registration Data changes.
- b. Where you register on the Website, you will be allocated a username and password. These details must be used solely by you. Sharing your username or password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:
  - i. maintain the security of your username and password and be fully responsible for all use of the Website made using the same;
  - ii. immediately notify WHL if you become aware of any unauthorised use of your username or password or any other breach of Website security;
  - iii. ensure that you close your Website account at the end of each session.
- c. WHL accepts no liability for any losses, damages or costs arising from or in relation to your failure to comply with these requirements.

## **10. User Generated Content**

- a. The pages of the Website where you are permitted to post content are provided for your private, non-commercial exchange of lawful, relevant, fair and appropriate information, opinions and comment. You must not use any such page of the Website in a manner inconsistent with the foregoing.

- b. By submitting any content to the Website, you:
  - i. grant WHL the right to use such content and all material embodied therein for any purposes including editing, copying, reproducing, translating, disclosing, posting to or removing from the Website;
  - ii. waive all of the moral rights that you have under Chapter IV of the Copyright, Designs and Patents Act 1988 in any material posted to the Website;
  - iii. warrant that all such content complies with the provisions of paragraph 3(h) above;
  - iv. acknowledge that WHL may require you to confirm your rights in the content and the waivers and warranties above and agree to do so within 7 (seven) days of WHL's request.
- c. WHL reserves the right at its sole discretion to refuse or remove any content that is posted to or otherwise made available on the Website without the need to give reasons.
- d. WHL will not review the materials posted to or made available on the Website by you or any other user. Unless WHL is specifically notified of the nature of any item of content, WHL has no awareness of materials posted to or made available on the Website. If you object to the publication of any material posted to or made available on the Website please contact WHL using the Web Editor contact details shown on the 'Contact Us' section of the Website.
- e. WHL accepts no responsibility for any statements, material or other submissions placed on the Website by users.

## **11. Promotion Rules**

- a. The rules in this paragraph 11 together with any specific rules ('Additional Rules') provided by WHL (together 'Rules') apply to all prize promotions operated by WHL on this Website, including free draws and prize competitions ('Promotions'). By entering a Promotion you agree to be bound by the Rules and to WHL's use of your personal information in accordance with WHL's [Privacy Policy](#).
- b. All entrants to a Promotion must be at least 16 years of age at the date of entry and must comply with any further age or eligibility requirements set out in the Rules (for example in relation to residency, holding a passport, visa or other permission). Proof of meeting eligibility requirements may be required before a prize winner can claim a prize. The eligibility of any entrant is at the sole discretion of WHL.
- c. Employees and agents of WHL and its group companies (including the families of any such employees and agents) are not eligible to enter Promotions.



- d. Only one entry per person and per household is permitted.
- e. All Promotion entries must be made in accordance with the Rules and must be received by WHL prior to the Promotion closing date. Entries made otherwise will be invalid. WHL accepts no responsibility or liability for any lost, damaged or incomplete entries and any such entries will be invalid.
- f. Proof of despatch will not be proof of WHL's receipt.
- g. Unless otherwise stated in the Additional Rules, all Promotions can be entered by sending an appropriately worded email to the email address specified in the Promotion. Any such email must include your contact details and comply with any instructions set out in the Additional Rules (for example, to identify which Promotion is being entered). Each Promotion must be entered by a separate email. Alternative means of entering a Promotion (if any) will be set out in the Additional Rules and where there are alternative means of entering a Promotion no distinction will be made between entries made via the alternative entry routes.
- h. Unless the Additional Rules specify otherwise, entries will not be returned to entrants.
- i. WHL reserves the right at its sole discretion and without prior notice to cancel a Promotion or to substitute a Promotion prize for another prize of equal value.
- j. Prize-winners will (unless specified otherwise in the Additional Rules) be chosen at random by an independent judge(s) from all qualifying entries. In all matters, the decision of the judge(s) will be final and no correspondence or discussion will be entered into. Prizes are non-transferrable and non-negotiable and no cash alternatives will be offered.
- k. Prize winners will be notified in writing within 6 weeks of the applicable closing date. If a prize winner fails to respond to claim the relevant prize within 14 days of receipt of notification, WHL will be entitled to select an alternative prize winner. In those circumstances, WHL will use reasonable endeavours to notify the alternative prize winner within nine weeks of the closing date.
- l. Prize winners will receive the relevant prize within six weeks of notification, unless specified in the Additional Rules. If a supplier's terms and conditions apply, these must be accepted and complied with by a prize winner in order to claim the relevant prize. WHL will not be liable if a prize does not reach a prize winner for any reason outside WHL's control or if a prize is damaged in transit.
- m. Details of the names of prize winners can be requested by writing to WHL's Company Secretary at WHL's registered address and specifying the relevant Promotion. Any such request must be received by WHL within ten weeks of the Promotion closing date.
- n. By entering into any Promotion, the prize winner agrees to take part in any promotional activity requested by WHL and to his or her name, location and photograph being published for the purposes of the Promotion and for promoting the Website and WHL's business.

- o. Where relevant and unless otherwise specified in the Additional Rules, all taxes, insurances, transfers, spending money and other expenses (including meals, personal expenses and upgrades) are the responsibility of the prize winner.
- p. WHL excludes to the fullest extent permitted by law all liability for any losses, damages, costs and expenses, whether direct or indirect, howsoever caused in connection with the Promotion or the relevant prize.

## **12. General**

- a. In the event that any provision of these Website Terms and Conditions is held to be invalid or unenforceable, the remainder of these Website Terms and Conditions will remain valid and enforceable.
- b. WHL may record and monitor telephone calls with Website users and may use that data for any legitimate business purpose.
- c. These Website Terms and Conditions are governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with these Website Terms and Conditions.

## **General Terms of Business**

Thank you for choosing WHL to support you and your business.

### **1. How your Agreement with WHL works**

- a. Your Agreement with WHL is made up of the relevant Order Form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
- b. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
- c. This Agreement is a contract between the client organisation or individual identified as such in the order form for the relevant WHL products and services ('Order Form') and Wilmington Healthcare Ltd a company incorporated in *England and Wales* under number 02530185 whose registered office is at 6 – 14 Underwood Street, London, N1 7JQ ('WHL').

### **2. General Terms of Business – Boilerplate Terms**

- a. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
- b. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time by posting an update on its principal website. It is your responsibility to check that website from time to time and to review the most up-to-date version of these General Terms of Business and the relevant Terms and Conditions.
- c. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
- d. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).

- e. Notices required under this Agreement will be sent by email to the relevant party's address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
- f. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand's websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
- g. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
- h. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
- i. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
- j. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- k. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
- l. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
- m. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits,

loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.

- n. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
- o. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
- p. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
- q. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's [Privacy Policy](#)

### **3. Anti-Bribery and Sanctions**

- a. You warrant that you will:
  - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - ii. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
  - iii. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.
- b. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.
- c. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

## **Module 1: Subscription Terms of Business**

When you buy digital subscription content and any ancillary products or services from WHL (in whatever form and however provided), your purchase will be subject to the terms and conditions below ('Subscription Terms and Conditions').

### **1. Scope of these Subscription Terms and Conditions**

- a. These Subscription Terms and Conditions govern:
  - i. WHL's provision of digital subscription content via the agreed channels;
  - ii. your use of WHL's online services; and
  - iii. your procurement and WHL's provision of any bespoke services,in each case as specified on the relevant Order Form.
- b. WHL may provide news email services or other prompts to new content. Your use of the content received through the email news service will also be subject to these Subscription Terms and Conditions.

### **2. Contract Formation**

- a. If you are buying online, your credit or debit card will be debited when you click *Submit Order*. Although you will see an online confirmation page and receive an email acknowledging that your order has been received and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we first notify you via email or post that we have accepted and will fulfil your order ('Order Confirmation'). WHL will not be responsible if you do not receive the Order Confirmation because you have supplied us with an incorrect email or postal address.
- b. These Subscription Terms and Conditions should be read and will apply in conjunction with the terms and conditions applicable to your use of the website via which digital subscription content is accessed (the 'Website Terms and Conditions'). To the extent that there is any conflict between these Subscription Terms and Conditions and the Website Terms and Conditions, these Subscription Terms and Conditions will prevail.

### **3. Free Evaluation Period**

- a. WHL may agree that, for a specified initial period, you will be permitted to make full use of one of its products so that you can evaluate its benefit to you or to your organisation before taking out an ongoing subscription.
- b. Where WHL agrees to permit your use of one of its products for a free initial evaluation period, it will notify you via email or post that we have agreed to permit you to use one of our products for a free initial evaluation period, specifying the start and end dates of that period.
- c. You will not be charged for your use of the relevant WHL product during this initial evaluation period. Nevertheless, a legally binding contract is formed between us in consideration of our mutual rights and obligations on the date we notify you pursuant to paragraph (b) above that we have agreed to permit you to use one of our products for a specified free initial evaluation period.
- d. If you decide that you do not want to continue to a full subscription, you must notify us in writing before the end date of your free initial evaluation period. You can do this by writing to [help@subscribe.hsj.co.uk](mailto:help@subscribe.hsj.co.uk).
- e. If we do not receive notice from you pursuant to paragraph (b) above, you will automatically transfer to an annual subscription for the relevant WHL product at the end of your free initial evaluation period.
- f. Your use of the relevant WHL product during your free initial evaluation period will be governed by these Subscription Terms and Conditions (with the necessary changes having been made to recognise the differences between your free evaluation and a full subscription). If you continue to a full subscription at the end of your free initial evaluation period, whether by election or automatically pursuant to paragraph (e) above, these Subscription Terms and Conditions will apply to your continued use of the relevant WHL product.

#### **4. Multi-User Subscriptions: General**

- a. Where you are an individual agreeing to these Subscription Terms and Conditions on behalf of an organisation, you represent and warrant that you have the authority to bind that organisation. Any person who accesses the subscription services by virtue of being designated an authorised user on behalf of that organisation also agrees to be bound by these Subscription Terms and Conditions.
- b. If you are agreeing to these Subscription Terms and Conditions on behalf of an institution, your authorised users are strictly limited to employees and contractors of that institution, faculty and staff.
- c. When you order a multi-user subscription, you must provide a contact name, business name, telephone number and email address for each user.

- d. During your subscription term you may add new users to your multi-user subscription for an additional fee by emailing HSJ Customer Service's Team on [customerservices@hsj.co.uk](mailto:customerservices@hsj.co.uk) or telephone +44 (0) 20 8955 7055. New users will have access to our content for the remainder of your subscription term.
- e. You will notify WHL forthwith in the event of any changes to the details of your authorised users. In the event that, during your subscription term, a user leaves your organisation or for any other reason is no longer authorised to use WHL's services under your multi-user subscription, you must notify WHL in writing forthwith. In that situation, you are entitled to nominate another authorised user to replace the user who has been removed from your subscription.

#### **5. Multi-User Subscriptions: Marketing**

- a. We include all multi-user organisational customers in our customer success programme. You acknowledge and accept that WHL has the right to use your company name as part of its ongoing marketing and public relations efforts. Any such use of your company name will not be disparaging or otherwise adverse to your business.

#### **6. Multi-User Subscriptions: User Details**

- a. You will ensure that you keep secure (and you will procure that your authorised users keep secure) all usernames and passwords used by you and your authorised users to access WHL's digital subscription content. You will immediately notify WHL of any unauthorised access to WHL's content of which you become aware or have reasonable grounds to suspect. WHL reserves the right to suspend access to digital subscription content by you or any of your authorised users if we suspect that any access details have been shared with a third party, pending WHL's investigation.
- b. You will procure that each of your authorised users complies with the obligations set out in these Subscription Terms and Conditions as if that individual was named herein as you.

#### **7. Individual User Subscriptions: General**

- a. When you order an individual subscription, you must provide your name, email address, telephone number and postal address, together with credit or debit card details and authorisation to deduct payment.

#### **8. Individual User Subscriptions: User Details**



- a. You will keep secure your username and password used to access WHL's digital subscription content. You will immediately notify WHL of any unauthorised access to WHL's content of which you become aware or have reasonable grounds to suspect. WHL reserves the right to suspend your access to digital subscription content if we suspect that your access details have been shared with any third party, pending WHL's investigation.

## **9. Electronic Signature on WHL Contracts**

- a. WHL uses an electronic signature solution to effect the execution of certain customer contracts. The solution will allow WHL to collect a signature from you through your PC, tablet or iPhone device.
- b. If you have any questions about the e-signature process, please contact your account manager.
- c. The e-signature method is legal and draws from the UK's Electronic Identification and Trust Services for Electronic Transactions Regulations 2016. More information.

## **10. Processing Orders**

- a. We normally take payment on submission of an order. If we agree to invoice instead, you will pay our invoice within 30 (thirty) days of receipt (which will be deemed immediate if an invoice is sent electronically or two business days if sent by post). If no payment is made after 30 days WHL reserves the right to suspend the subscription services until we are in receipt of cleared funds. You will remain liable for the full amount on the invoice.
- b. You acknowledge that WHL may delay granting you access to digital subscription content until it is in receipt of cleared funds.
- c. WHL will be entitled to charge interest on any outstanding balance owed to us accruing on a daily basis with effect from the invoice date.
- d. WHL reserves the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. Where we do not accept or process your order we will notify you in writing and where your credit card or debit card has already been debited we will refund your payment within 30 days.
- e. WHL reserves the right not to fulfil, and to cancel, orders:
  - i. if it is unable to obtain payment authorisation from your bank or the issuer of your payment card or cheque;

- ii. in the event of obvious inaccuracies in prices;
  - iii. you have not paid your invoice by the due date for payment;
  - iv. if sanctions are imposed on your country of residence or the country where you access or receive our content; or
  - v. where it is unable to fulfil an order due to circumstances beyond its or its subcontractors' reasonable control
- f. All payments by Direct Debit are covered by the safeguards assured in the direct debit guarantee. If there are any changes to the amount, date or frequency of your payment, WHL will notify you at least 10 working days in advance of your account being debited or as otherwise agreed. If you request WHL to collect a payment, confirmation of the amount and date will be given to you at the time of the request. In the event of an error in the payment of your Direct Debit by WHL or your bank or building society, you are entitled to a full and immediate refund of any amount of overpayment from your bank or building society. If you receive a refund to which you are not entitled, you must pay it back immediately on request. You can cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be required. You must also notify WHL of your cancellation. Except as set out in these Subscription Terms and Conditions, any cancellation will be without prejudice to your obligation to pay the agreed subscription fee.

## **11. Contract Term**

- a. All subscription contracts are for the initial minimum period specified on the Order Confirmation. The initial minimum period will be at least 12 months [unless the parties expressly agree otherwise on the Order Confirmation]. This includes subscriptions which begin with introductory rates.
- b. Payments by monthly or quarterly subscriptions do not infer a monthly or quarterly (as applicable) subscription.
- c. Cancelling your Direct Debit instruction does not cancel your contract with us.
- d. If WHL believes that you have not complied with any of these Subscription Terms and Conditions, it may in its sole discretion suspend or cancel your access to the subscription services or any part thereof without notice. In this situation, WHL will not be liable to refund you any amounts previously paid and you will remain liable for any amounts owed to WHL pursuant to the relevant Order Form.

## **12. Renewal**

- a. To ensure that you and your authorised users (as applicable) have uninterrupted access to our content, your subscription contract will automatically renew for 12 months on the day immediately following the end date specified on your Order Confirmation ('Renewal Date') and on each subsequent anniversary of that date, unless we receive written notice of cancellation at least 90 (ninety) days in advance of the Renewal Date. Where we receive written notice of cancellation in accordance with this paragraph 12(a), your Agreement will terminate on the last day of the current term.
- b. Subject to paragraph 12(a) above, WHL is entitled to increase your subscription fee with effect from each Renewal Date by:
  - i. an amount equal to the greater of 3% or the percentage increase in the Retail Prices Index over the period of 12 months preceding the relevant Renewal Date anniversary; or
  - ii. subject to paragraph 12(c) below, an alternative percentage by giving you at least 120 days' notice in writing.
- c. If you do not agree to an increase pursuant to paragraph 12(b)(ii) above, you may terminate your Agreement by giving notice in writing to WHL at least 90 days prior to the relevant Renewal Date. Otherwise, your continued use of digital subscription content will constitute your acceptance of the increased subscription fee.
- d. References to the subscription fee will be deemed to refer to any increased subscription fee and 'Retail Prices Index' means the retail prices index (All Items) as published by the Office for National Statistics from time to time (or, failing such publication, such other index as WHL determines to most closely resemble the Retail Prices Index).

### **13. Delivery of digital content**

- a. WHL provides access to digital subscription content through its websites, apps or mobile sites using the email address(es) provided at the time of registration. We will use reasonable endeavours to provide reliable access to our digital subscription content but we do not undertake or warrant that access will be uninterrupted. From time to time, we may suspend all or part of the digital subscription content temporarily and without notice in the case of system failure, maintenance or repair for any reason or for any other reasonable cause.
- b. If there is any change to the email address(es) provided at the time of registration, it is your responsibility to advise us as soon as possible after you become aware of that change, so that we can update our systems accordingly.
- c. If you have purchased your subscription through a third party agency, please contact the relevant third party to update your details where necessary and instruct them to advise us accordingly.

#### **14. Subscription Offers**

- a. From time to time we may run subscription offers. These offers may be available to specific individuals or organisations only, in which case this will be stated on the offer. If responding to an offer, you must clearly quote the relevant offer code at the time of ordering.
- b. WHL accepts no liability and may not accept your order if you do not quote the relevant offer code.
- c. Offers are subject to availability and orders must be placed before the offer closing date.

#### **HSJSolutions, HSJi and hsj.co.uk**

- a. All intellectual property and other proprietary rights in and to the digital subscription content are owned by and reserved to WHL or its licensors or users (as applicable).
- b. Whilst WHL endeavours to ensure that digital subscription content is normally available 24 hours a day, it will not be liable for any reason if the content is unavailable at any time or for any period. Access to digital subscription content may be suspended temporarily and without notice in the case of system failure, maintenance or repair for any reason or for any other reasonable cause.
- c. You agree that you will use digital subscription content only in accordance with the following permitted uses (except where otherwise agreed in writing with WHL):
  - i. viewing content on a computer screen;
  - ii. sharing extracts of digital subscription content with third parties outside of your organisation provided always that such extracts are clearly sourced to HSJ.co.uk, HSJ Solutions or HSJ Intelligence (as appropriate). For clarity, 'extracts' means insubstantial amounts of the content of the HSJ.co.uk, HSJ Solutions or HSJ Intelligence (as appropriate) website, in accordance with fair practice and only to the extent reasonably required in the circumstances.
  - iii. where (and only to the extent that) permission to download and store them is specifically granted in these Subscription Terms and Conditions or in the relevant digital subscription content, downloading and storing the content on the hard disk of your computer or portable media but not making any further transfer or copy of it;
  - iv. making only such other use of them as may be specified in the relevant digital subscription content.

- d. You agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the digital subscription content (including as part of any database, library, news, information, archive, website or similar service) other than as set out above.
- e. You will not do any of the following:
  - i. create a database (electronic or otherwise) that includes any digital subscription content;
  - ii. resell any digital subscription content in its original condition or in any digitally manipulated form; or
  - iii. remove any copyright or trade mark notices from any of the digital subscription content.
- f. WHL uses reasonable endeavours to ensure that all digital subscription content is accurate and up-to-date at the time of publication but all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. Specifically, WHL disclaims any warranties of title, merchantability or fitness for any particular purpose.
- g. WHL does not assume any obligation for considering whether the subscription content is sufficient or appropriate for any particular actual circumstances. You assume sole responsibility for results obtained from your use of the subscription content and for conclusions drawn from such use.
- h. Use of the digital subscription content is at a user's own risk.
- i. Upon any expiration or termination of the contract between us, all rights and licences granted under this Agreement will terminate, except that you may continue to use content properly accessed by you prior to such expiration or termination provided that such use is in accordance with the terms of this Agreement.

#### **15. Limitation of WHL's Liability**

- a. Subject to the provisions of paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the total subscription fee paid by you in respect of the 12 months preceding the date of the relevant claim. You acknowledge that this limitation is reasonable.

## **16. Your Obligations**

- a. It is your sole responsibility to ensure that all use of the subscription content by you and your authorised users is made in accordance with these Subscription Terms and Conditions.
- b. You acknowledge that the subscription content is confidential and proprietary to WHL. Accordingly you will preserve its confidentiality, not disclose it or make it available to any third party unless required to do so by law and not use it for any purpose other than the proper exercise of your rights or performance of your obligations under these Subscription Terms of Business.
- c. You must ensure that your internal systems meet the technical specifications required properly to access the relevant website and to download and access the relevant digital subscription content.
- d. You agree that WHL may take such steps as it reasonably considers appropriate to remotely monitor your and your authorised users' compliance with these Subscription Terms and Conditions and you will fully cooperate with WHL in relation to such remote monitoring.

## **17. General**

- a. WHL reserves the right to revise these Subscription Terms and Conditions at any time by posting an update on the relevant brand's website. It is your responsibility to refer to the current Subscription Terms and Conditions when accessing digital subscription content.
- b. If you have any questions about your subscription you can contact WHL to discuss on +44 (0)20 8955 7055. Telephone calls may be recorded and monitored and WHL may use that data for any legitimate business purpose.

## **Module 2: Advertising Terms of Business**

When you buy advertising services from WHL, your agreement will be subject to the terms and conditions below ('Advertising Terms and Conditions').

### **1. Scope of these Advertising Terms and Conditions**

- a. These Advertising Terms and Conditions govern any kind of Advertisement that is to be published or otherwise displayed by any means in, on, via, as part of or in connection with:
  - i. any newspaper, magazine, insert or 'insert' (including any supplement for which no charge is made to its recipient and which is published whether regularly or occasionally as part of or in association with such newspaper or magazine) published by WHL ('Print Publication'); or
  - ii. any website or other electronic medium (including e-mail communications and alerts) operated or controlled by WHL, whether connected with or related to the title of a Print Publication or not ('Online Publication').
- b. As used in these Advertising Terms and Conditions, an 'Advertisement' means any promotional or advertising material (including advertorial content and classified and recruitment advertising) and 'Rate Card' means WHL's rate card in force from time to time. WHL may amend its Rate Card from time to time, including in particular by amending any aspect of its scale of advertisement rates.
- c. All Advertisements accepted for publication by WHL are accepted subject to these Advertising Terms and Conditions
- d. No representations about any Advertisement will have any effect unless expressly agreed in writing and signed by an authorised representative of WHL.

### **2. Your General Obligations**

- a. You will comply with any requirements which WHL may reasonably specify in connection with the proposed publication of the Advertisement in question (whether specified on the Order Form, the Order Confirmation or the Rate Card or otherwise) including technical specifications relating to standard and quality and any requirements as to setting, style, delivery format, file configuration, size and wording ('Advertiser Dependencies').

- b. In the event that you change your name, trading style, identity or address or any other of the details disclosed by you to WHL, you will give WHL written notification of the change in question as soon as reasonably possible after becoming aware that the change will take place and in any event within five (5) working days of the change taking effect.
- c. You will forthwith on demand submit to WHL all information requested (including, but not limited to, any relevant purchase order number) in order for WHL to generate invoices for fees incurred in the provision of services under these Advertising Terms and Conditions.

### **3. Your Representations, Warranties and Undertakings**

- a. The parties acknowledge that, although you are placing an order with WHL for publication of the Advertisement in question, you may not be the person promoting the relevant products or services ('Advertiser'). For example you may be the Advertiser's advertising agency or media buyer. Accordingly, you represent, warrant and undertake that you are contracting with WHL as principal. Where you are the Advertiser's agent, you further represent, warrant and undertake that you are authorised by the Advertiser to place the Advertisement with WHL.
- b. You hereby further represent, warrant and undertake as follows:
  - i. The publication of the Advertisement by WHL in whatever medium in the form originally submitted by you (or as amended in circumstances permitted by these Advertising Terms and Conditions) will not breach any contract with a third party or infringe the intellectual property or other proprietary rights of any third party or otherwise be unlawful or render WHL liable to any proceedings, claims, demands, costs or expenses or any other loss or damage;
  - ii. You have obtained all necessary licences, permits, consents, approvals, authorisations and permissions required to publish each Advertisement submitted for publication by you;
  - iii. Without prejudice to the generality of the foregoing paragraph, in the case of any Advertisement submitted for publication by you which contains the name or pictorial representation (whether photographic or otherwise) of any living person or any part of the anatomy of any living person or any material by which any living person may be identified (whether by that material alone or in combination with other material), you have obtained the authority of the relevant person to make use of the same;
  - iv. In relation to any financial promotion (as defined under the Financial Services and Markets Act 2000 'FSMA'), the Advertiser is, or the Advertisement has been approved by, an authorised person within the meaning of FSMA or the Advertisement is otherwise permitted under FSMA or under any subordinate or supervening legislation;



- v. The Advertisement complies with the requirements of all applicable laws and regulations (including subordinate and supervening legislation and the rules of any relevant statutorily recognised regulatory authority);
- vi. The advertising copy submitted by you to WHL is legal, decent, honest, truthful, complete and accurate and complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority or any successor body;
- vii. Instructions, artwork and material submitted by you to WHL via electronic means will not introduce into WHL's information and communications technology systems or infrastructure any software, program or code designed or intended to infiltrate or damage a computer system without the owner's informed consent and will not in any other way destroy, damage or corrupt any software or data on those systems and infrastructure;
- viii. You have retained sufficient quality and quantity of all artwork, film, copy and other material relating to the Advertisement and that WHL will not be liable for loss of or damage to any of the foregoing following submission of the same by you to WHL;
- ix. Where you supply creative content for an Advertisement to be published in an Online Publication and such content contains a link to a website, nothing in that Advertisement or the content of the linked-to website is or will be defamatory or objectionable or otherwise likely to bring WHL into disrepute.

#### **4. Advertisements: Responsibility and Liability**

- a. WHL will be entitled at any time to require you to amend any artwork, materials and copy for and relating to any Advertisement, or refuse without notice to you to publish any Advertisement where WHL considers such refusal necessary for the purposes of:
  - i. complying with any legal or moral obligations placed on WHL or you or the Advertiser; or
  - ii. avoiding the infringement of the rights of any third party, or the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority or any other applicable laws or regulations;
  - iii. meeting the production and quality specifications stipulated on the Rate Card or any other Advertiser Dependencies.

- b. WHL may charge you at its standard rates from time to time for any extra production and colour processing costs which are necessary as a result of any failure by you to supply (or to supply adequate or satisfactory) artwork, film, copy or other materials or otherwise to act in accordance with the Advertiser Dependencies.
- c. WHL reserves the right at its discretion and without notice to you:
  - i. to decline to publish, or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion, or publication. WHL will endeavour to comply with the reasonable and practicable wishes of the Buyer although WHL gives no assurances as to the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement; and
  - ii. to destroy all artwork, film, copy or other materials submitted by you to WHL which have been in WHL's possession for more than six (6) months from the date of their last use by WHL, unless you have given WHL specific written instructions to the contrary.
- d. Nothing in these Advertising Terms and Conditions will have the effect of transferring any right, title or interest in or to any intellectual or other proprietary rights that are owned by WHL including all such rights as exist in any material originated by WHL in connection with the publication of an Advertisement.

## **5. Advertisements: Your Responsibilities**

- a. You will deliver to WHL in a digital format or file configuration approved by WHL all copy for the relevant Advertisement as soon as reasonably practicable and in any event the following periods in advance of the deadline for submission of copy specified on the Order Confirmation ('Copy Deadline'):
  - i. For Advertisements to be published in a Print Publication, at least 21 days in advance of the Copy Deadline;
  - ii. For Advertisements to be published in an Online Publication, at least 48 hours in advance of the agreed go-live date.
- b. If you fail to submit the relevant copy in compliance with the above requirements, WHL may publish the Advertisement at an alternative time of its choosing.
- c. Where you supply creative content for an Advertisement to be published in an Online Publication and such content contains a link to a website, you must:

- i. inform WHL in writing at least 2 working days prior to the agreed go-live date;
  - ii. maintain the link and regularly monitor the content of the linked-to website.
- d. If WHL receives complaints about the content of an Advertisement it may, at its discretion and without notice to you or to the Advertiser remove the Advertisement from display.
- e. In the event that an Advertisement is displayed in an Online Publication for a period in excess of 14 days and you wish to stop or cancel that display part-way through the agreed display period, you must give written notice to WHL and WHL will use reasonable endeavours to stop or cancel the Advertisement. In that situation, WHL will have no obligation to refund you the charges connected with the display of the Advertisement for the full agreed display period and you will forthwith pay any unpaid portion of those charges to WHL.

## **6. Limitations on WHL's Liability**

- a. WHL is not responsible for and will have no liability for:
  - i. checking the correctness of the Advertisement in the form it is received;
  - ii. any error in the Advertisement in the form it is received;
  - iii. the wording, representation, placement or quality of colour or mono reproduction of the Advertisement;
  - iv. the actual positioning or prominence of the Advertisement in the relevant Print Publication or Online Publication;
  - v. the repetition of any error in an Advertisement ordered for more than one insertion;
  - vi. the distribution of the relevant Print Publication or Online Publication in a specific geographical area;
  - vii. the failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise;
  - viii. failure to comply with any order given by the Buyer in the nature of a "stop order" or cancellation or transfer of the publication of the Advertisement unless it is given to WHL in writing: in the case of an Advertisement to be published in a Print Publication, at least 28 Working Days before the Copy Deadline and, in the case of an Advertisement to be published in an Online Publication, at least 72 hours prior to the agreed go-live date;

- ix. any loss whatsoever caused by delay or failure by WHL to issue the relevant Print Publication or Online Publication on a particular date, or WHL's decision to suspend the Print Publication or Online publication or cease the Print Publication or the Online Publication altogether; or for
  - x. any failure of the Advertisement to meet or generate any target response levels or page impressions.
- b. WHL will not be liable for any error in the Advertisement unless the matter is raised with WHL in writing within 5 working days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear (in the case of a single order) or a reasonable period in advance of the Copy Deadline for its next insertion or subsequent go-live date (in the case of a series order).
- c. Where an Advertisement contains an error which was caused by WHL which detracts materially from the Advertisement then, provided that you give WHL written notice of the error in question within the times specified in paragraph 6(a) above, WHL will at its discretion either:
  - i. issue you with a credit you in the amount of the cost paid by you in respect of the Advertisement containing the error; or
  - ii. publish the Advertisement for a second time without charge to you,and such credit or re-publication (as the case may be) will be WHL's entire liability to you.
- d. Subject to the foregoing provisions of this paragraph 6, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Advertising Terms and Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the total fee paid by you under these Advertising Terms and Conditions in respect of the Advertisement in question.

## **7. Financial Provisions**

- a. Payment for WHL's provision of services under these Advertising Terms and Conditions is due in advance of first publication of the Advertisement unless WHL has previously agreed in writing to open a credit account in your name.
- b. Where WHL as agreed to open a credit account in your name then WHL will invoice you for the relevant charges in the stages set out below and you will pay WHL's invoice within 30 (thirty) days of receipt (which will be deemed immediate if an invoice is sent electronically or two business days if sent by post).

- c. You will pay WHL's fees for the provision of services hereunder in stages. For Recruitment Print, Display, Digital and Classified Advertisements the payment stages are:
  - i. 25% 4 weeks in advance of the first date of publication of the Advertisement;
  - ii. 50% 2 weeks in advance of the first date of publication of the Advertisement;
  - iii. 25% 1 week in advance of the first date of publication of the Advertisement.
- d. Where these Advertising Terms and Conditions place WHL under an obligation to refund any amounts to the Buyer, WHL will use its reasonable endeavours to refund the amount in question to the Buyer within 30 working days of its obligation arising.
- e. Fees payable under these Advertising Terms and Conditions are subject to and exclusive of Value Added Tax which will be charged in addition at the rate from time to time in force.

## 8. Termination

- a. If you have not paid your invoice by the due date for payment, or if WHL believes that you are in breach of any of your obligations under these Advertising Terms and Conditions, WHL may terminate its Agreement with you forthwith on written notice.
- b. Where WHL terminates its Agreement with you in the circumstances described in paragraph 8(a) above, any outstanding fees owed by you to WHL hereunder will be due and payable immediately. WHL is entitled to charge an administration fee of £25 if any cheque drawn in WHL's favour by you in purported satisfaction of unpaid amounts is dishonoured on presentation. WHL is further entitled to instruct a debt collection agency to recover sums due and in that case you will reimburse WHL on demand in respect of all charges incurred by WHL as a result of such instruction.
- c. The parties agree that, on termination of the agreement between WHL and the Buyer for advertising services for any reason, the Buyer will be liable to pay the following costs to WHL forthwith on demand. The parties agree that these charges represent a genuine pre-estimate of WHL's losses in the relevant circumstances.
  - i. For **display advertising**: 25% of fees where notice of cancellation is received 29 –42 days or more before first publication; 50% of fees where notice of cancellation is received 15-28 days before first publication; and 100% of fees where notice of cancellation is received 0-14 days before first publication.

- ii. For **digital advertising**: 25% of fees where notice of cancellation is received 28 days or more before first display; 50% of fees where notice of cancellation is received 8-27 days before first display; and 100% of fees where notice of cancellation is received 0-7 days before first display.
- iii. For **recruitment and classified advertising**: 25% of fees where notice of cancellation is received 28 days or more before first publication; 50% of fees where notice of cancellation is received 8-27 days before first publication; and 100% of fees where notice of cancellation is received 0- 7 days before first publication.

### **Module 3: Events Sponsorship Terms of Business**

When you agree to sponsor a particular event which is organised and managed by WHL, your agreement will be subject to the terms and conditions below ('Event Sponsorship Terms and Conditions'). These Event Sponsorship Terms and Conditions will apply regardless of (a) the scale of the Event; (b) whether WHL has organised the Event on your instruction or at its own or a third party's behest; and (c) whether you are the sole sponsor of the Event or one of a number of sponsors.

#### **1. Scope of these Events Sponsorship Terms and Conditions**

- a. These Events Sponsorship Terms and Conditions govern your sponsorship of the Event (as defined on the Order Form).
- b. The Event is organised and managed by WHL.

#### **2. Your Obligations**

- a. You undertake to support the Event through appropriate marketing and promotional channels and to collaborate with us on any appropriate joint marketing or promotional projects relating to the Event.
- b. You undertake to ensure your personnel exercise the Sponsor Benefits in accordance with the terms of this Agreement.
- c. You will, within seven days of signature of this Agreement by both parties, supply us with examples of the Sponsor Marks in a suitable format.
- d. You will, prior to distributing any promotional materials referencing the Event or using the Event Marks (the "Client Literature"), provide copies of the Client Literature to us for our approval (not to be unreasonably withheld). You undertake that you will not distribute any Client Literature until you have received written confirmation from us that we approve the Client Literature. You are solely responsible for meeting all costs relating to the Client Literature (including reprinting costs if our approval is not obtained prior to printing).
- e. You undertake that any Client Literature will:
  - i. comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Event;
  - ii. comply with any instructions or directions issued by or on behalf of us;
  - iii. not contravene any applicable law, infringe the rights of any third party or contain any inaccuracies of fact; and

- iv. include any legal or good practice notices as required by us from time to time.
- f. You will not do, or omit to do, (and you will procure that none of your employees, agents or contractors will do, or omit to do) anything which may:
  - i. bring the Event or us into disrepute;
  - ii. disparage the Event or us;
  - iii. damage our goodwill associated with the Event; or
  - iv. otherwise prejudice the image or reputation of the Event or us.
- g. You will not engage in joint promotions with any third party in relation to the Event without our prior written consent.
- h. You acknowledge and agree that you will be solely responsible for all costs that you incur relating to your attendance at the Event (including, without limitation, any travel costs, the costs of any temporary staff and any costs relating to the stand that you erect at the Event and all costs incurred by you in exercising the Sponsor Benefits).
- i. You will promptly comply with all reasonable instructions and directions issued by or on behalf of us in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). We will not be responsible for any failure or delay in providing any of the Sponsor Benefits where such failure occurs directly or indirectly as a result of your failure or delay in complying with any of our reasonable instructions or directions.
- j. You will take out and maintain appropriate insurance in relation to any risks under or in relation to this Agreement or your participation in the Event.
- k. In your involvement in the Event, you will comply with your obligations under and pursuant to this Agreement as well as all relevant laws and regulations.

### **3. Our Obligations**

- a. We will provide the Sponsor Benefits (as set out on the Order Confirmation) and organise the Event, in each case using reasonable skill and care.



- b. We will consult with the Sponsor Representative (as set out on the Order Form) on aspects of the Event where we deem it appropriate to do so.
- c. The Sponsor Benefits are personal to you and we are not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.
- d. We will, within seven days of signature of this Agreement by both parties, supply you with examples of the Event Marks in a suitable format.
- e. If for any reason, we are unable to deliver any of the Sponsor Benefits, we will inform you as soon as reasonably practicable. We may substitute alternative benefits in respect of the same Event to an equivalent value of the relevant Sponsor Benefits without incurring any liability to you.
- f. In the event that you change the Sponsor Marks at any time during the Term, you agree that we will not be obliged to make any consequential changes to materials that include the Sponsor Marks produced by us or on our behalf for or in connection with the Event unless you agree in writing in advance to meet the costs and expenses incurred by us arising from such change.

#### **4. Ownership of Intellectual Property Rights**

- a. All intellectual property and other proprietary rights in the Sponsor Marks will be solely and exclusively owned by you, together with any goodwill therein, and we will not acquire any rights in the Sponsor Marks.
- b. All intellectual property and other proprietary rights in the Event logos and trademarks (the "Event Marks") will be solely and exclusively owned by us, together with any goodwill therein.
- c. You will not acquire any rights in the Event Marks All intellectual property and other proprietary rights in or arising out of or in connection with the Event (including any rights accruing in the Event Marks) will be owned by us but always without prejudice to paragraph 6(a).
- d. Neither party will knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks, or do anything which will or may affect any registration of the other party's marks.

## **5. Licence of Intellectual Property Rights**

- a. WHL hereby grants to you a non-transferable, non-exclusive, royalty-free licence to use the Event Marks provided to you in accordance with paragraph 3(d) solely to promote your sponsorship of the Event, during the term of this Agreement, on the terms set out in this Agreement.
- b. You agree that you will not use the Event Marks in any way that, in our reasonable opinion, connotes that we are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that we endorse any part of your business, trading name or style.
- c. You hereby grant to WHL a worldwide, non-exclusive, royalty-free, sub-licensable licence to use your logos and trade marks (the "Sponsor Marks") provided to us in accordance with clause 3(c) both:
  - i. during the Term to promote and exploit the Event; and
  - ii. for a period of 12 months following the Event in any report produced about the Event and in any promotional materials for similar events.

## **6. Intellectual Property Rights Indemnity**

- a. You will indemnify us and keep us indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of a claim that our use of the Sponsor Marks in accordance with these Events Sponsorship Terms and Conditions infringes the intellectual property or other proprietary rights of any third party.
- b. If during the Term, either party becomes aware of any threatened or actual unauthorised use or any misuse of the other's intellectual property or other proprietary rights then it will promptly notify the same to the other in writing. The non-owner of the intellectual property rights will, at the owning party's reasonable request and cost, provide all reasonable co-operation (including the provision or completion of any documentation) in any action, claim or proceedings brought or threatened in respect of such intellectual property rights, but will not be obliged to take any further action.

## **7. Sponsorship Fee**

- a. In consideration of us providing the Sponsor Benefits, you will pay to us the Sponsorship Fee in accordance with the Payment Schedule, and to the account specified on the Order Confirmation.

- b. If the Sponsorship Fee is not received by us when due, we reserve the right not to supply, or cease to supply, any or all of the Sponsor Benefits. For the avoidance of doubt, you will not be permitted entry to the Event unless full payment has been received by us.
- c. Unless otherwise agreed between the parties, where the Sponsorship Fee is payable in one instalment such payment will be due and payable immediately on the date specified on the Order Confirmation.
- d. The Sponsorship Fee is exclusive of any applicable sales tax (including but not limited to, VAT) which will be paid by you at the rate from time to time in force.

## **8. Cancellation and Postponement of Events**

- a. We will not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement where, in our commercially reasonable discretion (including on the occurrence of an event of force majeure which we reasonably consider may have an adverse effect on the commercial success of the Event) we decide to cancel or postpone the Event. In that situation, we will give written notice to the Sponsor of its decision as soon as reasonably practicable, and upon receipt of such notice.
- b. In the case of cancellation of the Event in accordance with paragraph 8(a) above, the Sponsor will be entitled to:
  - i. terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
  - ii. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by WHL, provided that the date of such event is less than 12 months from the date of cancellation of the Event.
- c. We will have no obligation to refund you any amount of Sponsorship Fee previously paid in the event of any cancellation of the Event.
- d. In the case of postponement of the Event where the new Event date is less than 2 months away from the original Event date, the Sponsor is deemed to accept the new Event date and may not terminate this Agreement or elect to apply the Sponsorship Fee to an alternative event.
- e. In the case of postponement of the Event where the new Event date is more than 2 months, but less than 12 months away from the original Event Date, the Sponsor may:

- i. elect to apply the Sponsorship Fee (whether or not the same has been paid to us) to an alternative event owned and managed by WHL, provided that the date of such event is not greater than 12 months from the date of cancellation; or
  - ii. terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination, obtain a refund of such proportion of Sponsorship Fees as we may reasonably calculate; or
- f. In the case of postponement of the Event where the new Event date is more than 12 months from the original Event date, the Sponsor may terminate this Agreement and to the extent that any Sponsor Benefits have not been received (or only a proportion of a Sponsor Benefit has been received) at the date of such termination notice, obtain a refund of such proportion of the Sponsorship Fees as we may reasonably calculate.
- g. Where the Sponsor elects to apply the Sponsorship Fee to an alternative event owned and managed by WHL, WHL Publishing Limited is under no obligation to provide the same Sponsor Benefits for the same Sponsorship Fee.

## **9. Term and Termination**

- a. This Agreement will take effect on the date specified on the Order Confirmation and will continue until completion of the Event, unless terminated early in accordance with its terms.
- b. If you have not paid your invoice by the due date for payment, or if WHL believes that you are in breach of any of your obligations under these Events Sponsorship Terms and Conditions, WHL may terminate its Agreement with you forthwith on written notice.
- c. Termination of this Agreement for any reason will be without prejudice to any rights or obligations that may have accrued to either party as at the date of such termination.
- d. Upon termination of this Agreement by us in accordance with this clause 8, all outstanding sums owing to us at the date of termination will become due and payable without deduction or set-off. Where termination occurs before you have received all the Sponsor Benefits, we will charge you such proportion of the Sponsorship Fee (calculated in good faith) as is reasonable to reflect the value of the Sponsor Benefits received by you prior to the date of termination.
- e. Upon expiry or termination of this Agreement, the parties agree that:
  - i. our obligations to provide any further Sponsor Benefits will cease;

- ii. any licences granted pursuant to this Agreement will immediately cease; and
- iii. you will destroy any Sponsor Literature and remove the Event Marks from any other materials in your possession.

#### **10. Limitation of Liability**

- a. Subject to paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement or otherwise in connection with the Event, will be limited to the Sponsorship Fee paid by you.
- b. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to an Event.

#### **11. Confidentiality**

- a. You acknowledge that the amount of the Sponsorship Fee is WHL's confidential information and is proprietary to WHL. Accordingly, you will preserve its confidentiality and will not disclose it or make it available to any third party unless required to do so by law.

## **Module 4: Conference Delegate Terms of Business**

When you apply to register for a conference which is organised and managed by WHL, your agreement will be subject to the terms and conditions below ('Conference Delegate Terms and Conditions').

### **1. Scope of these Conference Delegate Terms and Conditions**

- a. These Conference Delegate Terms and Conditions govern your application to register for the Conference (as defined on the relevant booking form, which for the purposes of this Agreement will be deemed to be the Order Form). They also apply to your purchase of the documentation pack for the Conference.
- b. The Conference is organised and managed by WHL
- c. Your application to register for the Conference is subject to availability and to you making full payment (where relevant).
- d. You may apply to register yourself for the Conference and you may apply to register other individuals for the conference. Where you apply to register other individuals for the Conference and that registration is accepted, you will ensure that each such individual is aware of, agrees to be bound by and complies with these Conference Delegate Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Conference Delegate Terms and Conditions as if it had been your failure.

### **2. Confirmation of Registration**

- a. We will send you confirmation or rejection of your application to register for the Conference within five (5) working days of our receipt of your application.

### **3. Prices and Payment**

- a. There may be a price payable for attending the Conference, and for purchasing the documentation pack for the Conference. These prices are set out on the relevant Order Form or can otherwise be obtained from us upon request or from our website.
- b. Prices may be subject to change from time to time.
- c. If your application is confirmed, we will send you an invoice for the relevant amount within ten (10) working days of confirmation. This invoice will set out payment instructions and terms. Payment is due immediately on receipt of this invoice

- d. If you apply to register for the Conference less than two (2) weeks before the date of the Conference, we will only accept payment by a credit card, unless we expressly agree otherwise in writing. If for any reason we have not received payment in full by the date of the Conference, you will be asked as a condition of being allowed to attend the Conference to provide payment by credit card on the day of the Conference.
- e. We reserve the right to cancel your booking at any time if payment is not made.

#### **4. Delegate Passes**

- a. We will issue you with a delegate pass for use at the Conference. Your delegate passes is valid for you as the named attendee only. Subject to clause 4.2 below, you may not transfer your delegate passes.
- b. If you are unable to attend the Conference we welcome substitute delegates at no extra cost provided that we have at least two (2) days' prior notice of the name of the proposed substitute and we have received payment in full. Please notify us of any substitutions by email at: [conferences@WHL.com](mailto:conferences@WHL.com).
- c. You (or your authorised substitute) may be asked for photographic ID during the Conference. If an individual is unable to provide identification which matches the delegate pass, he may be asked to leave the Conference

#### **5. Changes to the Conference and Cancellations**

- a. It may be necessary for reasons beyond our reasonable control to alter the advertised content, timing or location of the Conference or the advertised speakers. We reserve the right to do this at any time.
- b. Where we alter the time or location of the conference, we will notify you of that alteration and we will offer you the choice of either a credit for a future event (up to the value of sums paid in respect of your attendance at the Conference) or the opportunity to attend the Conference as varied.
- c. We will have no obligation to refund any amounts paid in respect of any cancellations or non-attendance.

#### **6. Conference Content: Ownership and Use**

- a. All rights in all presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Conference (including documentation packs or audio or audio-visual recording of the Conference) ("Content") are owned by us

or are included with the permission of the owner of the rights. You may not photograph, film, record, republish or broadcast any of the Content.

- b. During the course of the Conference, you may be recorded in a variety of media including still photography and audio. You consent to being recorded in any media and agree that WHL may use any such recording for any purpose connected to the Conference without your prior approval and with no obligation to compensate you for that use. WHL may write reports on the Conference including as the basis for articles to be included in any of WHL's publications in digital or written format. WHL may produce articles regarding the Conference which name and quote particular delegates and you consent to being named and quoted in any such article.
- c. Subject to the remainder of this Clause 6, you may only use Content for your own internal business purposes, in accordance with fair practice and only to the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.
- d. Nothing in these Conference Delegate Terms and Conditions permits you to, and you agree that you will not:
  - i. upload any Content into any shared system;
  - ii. include any Content in a database;
  - iii. include any Content in a website or on any intranet;
  - iv. transmit, re-circulate or otherwise make available any Content to anyone else;
  - v. make any commercial use of the Content whatsoever; or
  - vi. use Content in any way that might infringe third party rights or that may bring WHL or any of our affiliates into disrepute.

## **7. Content Disclaimers**

- a. You acknowledge that the Content does not necessarily reflect our views or opinions.
- b. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.



- c. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
- d. The Content is provided on an 'as is' basis without any warranties of any kind, express or implied.
- e. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.
- f. WHL excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

#### **8. Limitation on WHL's Liability**

- a. Subject to paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Conference Delegate Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your attendance at the Conference.
- c. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to a Conference.

## **Module 5: Table Bookings Terms of Business**

When you apply to book a table or tables at an event which is run by WHL, your agreement will be subject to the terms and conditions below ('Table Booking Terms and Conditions').

### **1. Scope of these Table Booking Terms and Conditions**

- a. These Table Booking Terms and Conditions govern your application to make bookings for tables at the Event (as defined on the relevant booking form, which for the purposes of this Agreement will be deemed to be the Order Form).
- b. The Event is run by WHL.

### **2. Applying for a Table Booking**

- a. You may apply for an individual place at an Event table for yourself, or and you may apply for an individual place at an Event table for someone else, or you may apply for a whole table or multiple tables at an Event. You will ensure that each individual who attends the Event under your booking is aware of, agrees to be bound by and complies with these Table Booking Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Table Booking Terms and Conditions as if it had been your failure.
- b. Your application to book tables at the Event is subject to availability and to you making full payment (where relevant).
- c. You should submit booking requests for Event table places either online or through the WHL's Event sales team.

### **3. Confirmation of Registration**

- a. We will send you confirmation or rejection of your application to book table places at the Event as soon as reasonably practicable following our receipt of your application.
- b. No table booking is guaranteed until you receive a confirmation email or an Order Form for the relevant table booking from us.

### **4. Payment**

- a. Payment must be made, or authorisation to deduct payment given, at the time a booking request is submitted.
- b. Payment may be made by either bank transfer or credit or debit card. We accept the following credit and debit cards: Visa; MasterCard; and American Express.

- c. If you wish to pay by bank transfer please use the bank account details provided by us on request. You are responsible for paying all bank charges. If bank charges are not paid by you, your table booking application may be rejected. A payment description should be included with your payment which references your name or your company name (as appropriate). Once the transfer has been made you will need to scan and email proof of payment/bank transfer confirmation, quoting your company name, in order to complete your table booking.
- d. If we agree to invoice instead, you will pay our invoice within 30 (thirty) days of receipt (which will be deemed immediate if an invoice is sent electronically or two business days if sent by post). If no payment is made after 30 days WHL reserves the right to suspend the subscription services until we are in receipt of cleared funds. You will remain liable for the full amount on the invoice.
- e. Where your booking request is rejected, we will process any refund due to you within 30 days of informing you of such rejection.
- f. No refunds are available once an order has been placed for table booking or individual places at Event tables.

## **5. Substitutions**

- a. If you or individual guests at your table are unable to attend the Event, we welcome substitute guests at no extra cost provided that we have at least two (2) days' prior notice of the name of the proposed substitute and we have received payment in full. Please notify us of any substitutions by email at: [events@wilmingtonhealthcare.com](mailto:events@wilmingtonhealthcare.com).
- b. Subject to clause 5(a) above, your booking is personal to you and will only entitle you and your named guests (as appropriate) to attend the Event. Other than as set out in clause 5(a) above you are expressly prohibited from selling, or in any other way transferring, your table booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel your booking without refund if you breach this clause 5(b).

## **6. Changes to the Event and Cancellations**

- a. It may be necessary for reasons beyond our reasonable control to alter the content, timing or location of the Event or cancel an Event at which you have booked a table. We reserve the right to do this at any time.
- b. Where we alter the timing or location of the Event, we will notify you of that alteration and we will offer you the choice of either a credit for a table at a future Event (up to the value of sums paid in respect of your original table booking) or the opportunity to take an equivalent place or table at the Event as varied.
- c. We will have no obligation to refund any amounts paid in respect of any cancellations or non-attendance.

## **7. Event Content: Ownership and Use**

- a. All rights in all presentations, documentation and materials published or otherwise made available as part of the Event (including documentation packs or audio or audio-visual recording of the Event) (“Content”) are owned by us or are included with the permission of the owner of the rights. You may not photograph, film, record, republish or broadcast any of the Content.
- b. During the course of the Event, you may be recorded in a variety of media including still photography and audio. You consent to being recorded in any media and agree that WHL may use any such recording for any purpose connected to the Event without your prior approval and with no obligation to compensate you for that use. WHL may write reports on the Event including as the basis for articles to be included in any of WHL’s publications in digital or written format. WHL may produce articles regarding the Event which name and quote particular delegates and you consent to being named and quoted in any such article.
- c. You may use and store the Content for the sole purpose of keeping a record of the Event for your own internal business purposes. You may not distribute, reproduce, modify, transfer or in any other way use any of the Content.
- d. Nothing in these Table Booking Terms and Conditions permits you to, and you agree that you will not:
  - ii. upload any Content into any shared system;
  - iii. include any Content in a database;
  - iv. include any Content in a website or on any intranet;
  - v. transmit, re-circulate or otherwise make available any Content to anyone else;
  - vi. make any commercial use of the Content whatsoever; or
  - vii. use Content in any way that might infringe third party rights or that may bring WHL or any of our affiliates into disrepute.

## **8. Content Disclaimers**

- a. You acknowledge that the Content does not necessarily reflect our views or opinions.
- b. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.

- c. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
- d. The Content is provided on an 'as is' basis without any warranties of any kind, express or implied.
- e. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.
- f. WHL excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

## **9. Liability**

- a. Subject paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Table Booking Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of the relevant table booking.
- b. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to an Event.

## **Module 6: Awards Entries Terms of Business**

When you apply to enter into a competition for an award in recognition of a particular achievement run by WHL (an 'Award'), your agreement will be subject to the terms and conditions below ('Awards Entries Terms and Conditions').

### **1. Scope of these Awards Entries Terms and Conditions**

- a. These Awards Entries Terms and Conditions govern your application for entry into the Awards (as defined on the relevant entry form, which for the purposes of this Agreement will be deemed to be the Order Form).
- b. The Awards are organised by WHL.
- c. WHL will publish entry criteria for each Award and will make those entry criteria available on the relevant WHL-operated website.

### **2. Awards Entries**

- a. Awards entrants must be at least 16 years of age at the date of entry and must comply with any further age or eligibility requirements set out in the entry criteria. WHL may demand proof of compliance with eligibility requirements from entrants.
- b. Employees and agents of WHL and its group companies and family members of those employees and agents may not enter into the Awards. Otherwise, entry into the Awards is open to all organisations and individuals which meet the entry criteria.
- c. Only one entry per organisation or individual (as appropriate) is permitted, unless otherwise specified in the entry criteria.
- d. All entries must be submitted in English, submitted online, and comply with the entry criteria.
- e. All entries must be received by WHL by the date specified in the entry criteria.
- f. WHL accepts no responsibility or liability for any lost or incomplete entries and all such entries will be deemed invalid. Proof of dispatch will not be considered proof of receipt.
- g. WHL will review all entries correctly submitted by the relevant date and will compile a shortlist of entries. WHL will notify shortlisted entrants by the date specified in the entry criteria.
- h. WHL will not return entries to entrants, unless otherwise specified in the entry criteria.

- i. WHL may, at its sole discretion and without notice or liability to any entrants, alter any aspect of or cancel the Awards.

### **3. Judging**

- a. The Awards will be judged by a panel of independent judges.
- b. The judges reserve the right to re-classify or reject any entry that does not comply with the the entry criteria or with these Awards Entries Terms and Conditions.
- c. No feedback will be given on individual entries.
- d. In all matters, the decision of the judges will be final and no correspondence or discussion will be entered into.

### **4. Awards Ceremony**

- a. WHL will provide all entrants with details of the Awards ceremony at which the Awards winners will be announced.
- b. WHL will contact all shortlisted organisations in advance of the Awards ceremony to offer those organisations the opportunity to book tickets to attend the Awards ceremony. WHL does not provide free attendance to the Awards ceremony for shortlisted organisations. Any table booking at the Awards ceremony will be subject to WHL's Table Booking Terms and Conditions.

### **5. WHL's Use of Awards Entries**

- a. WHL may use all entries into Awards in furtherance of WHL's business purposes, including within publicity and marketing for the Awards and the Awards ceremony and as part of a database within WHL's websites and products. By entering into the Awards, entrants agree to such use without restriction or condition.
- b. WHL may edit or amend Awards entries as it sees fit for the purposes set out above.
- c. By entering into the Awards, entrants agree to take part in any promotional activity requested by WHL and to the relevant individual or organisation's name and photograph being published for the purposes of the Awards and the Awards ceremony and for WHL's business purposes.

## **6. Liability**

- a. Subject to paragraph 2(m) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Awards Entries Terms and Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of the relevant table booking.
- b. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to your entry into or participation in the Awards.