



## General Terms And Conditions For Attendees

### 1. Parties & Terms

These General Terms and Conditions for attendees cover the following parties:

*The attendee*

and

*The organisers*

AireCon Ltd (*AireCon*)

Unit 3 Emmanuel Trading Estate

Leeds

LS12 1AT

UNITED KINGDOM

[hello@airecon.uk](mailto:hello@airecon.uk)

*The Event* - any event run wholly or partly by AireCon Ltd.

*Attendee* - any one in attendance of an AireCon event including, but not limited to; ticket holders, exhibitors, volunteers, venue staff, guests and AireCon staff

*Venue* - the venue in which *The Event* is being held

### 2. Your attendance at the Event

2.1 *Admittance*. To attend an AireCon Event you need to have a ticket for the days you wish to attend. Tickets can be pre-ordered through the online shop, accessed from the relevant AireCon website, whilst it's live.

Pre-ordered tickets guarantee entry to the show and can be collected from ticket desks during show opening hours.

Tickets may also be available for purchase on the door if they have not sold out, please check AireCon social media, or contact AireCon to check whether tickets are available



for on the day purchase before travelling to *the Event*. If you have not pre-ordered a ticket, and tickets have sold out when you arrive, you will be refused entry.

2.2 *Other costs*. Any and all other costs associated with your attendance (including without limitation any travel and/or accommodation expenses) shall be borne solely by *The attendee* and *The organiser* shall have no liability for such costs.

2.3 *Attendance*. During AireCon events, you shall conduct yourself in an orderly manner and shall not act in any manner which cause offence, annoyance or inconvenience to other attendees (including but not limited to: volunteers, exhibitors, guests, venue staff and organising staff). You shall not canvass, promote, advertise or solicit for business in a manner which, in *The organisers'* discretion, is deemed unacceptable. *The organisers*, at their discretion and without any liability or obligation to refund, reserve the right to request your removal from the AireCon events if your presence and/or behaviour is considered to create a disruption, nuisance or hinder *the Event* and/or the enjoyment of *the Event* by other attendees; represent a security or health & safety risk to *the Event* and/or any other attendees or speakers; and/or fail to comply with, or are likely to fail to comply with this Agreement. Further details of what constitutes acceptable behaviour can be found in the AireCon Code of Conduct.

2.3 *Age limitation*. There is no entry to those under 18 years old unless accompanied by an adult chaperone.

2.4 *Service animals*. Please note there are no pets or animals permitted, excepting service animals which you need to notify AireCon of in advance of attending the show.

2.5 *Insurance*. You are responsible for arranging your own appropriate insurance cover in connection with your attendance at *the Event*. We and our related partners will not be liable for any injury or damage to any person or to any real or personal property howsoever caused (except for death or personal injury as a result of our negligence or for any other type of liability that cannot by law be excluded or limited).



2.6 *Alcohol*. We accept no responsibility for the actions of others while under the influence of alcohol served at *the Event*. You also acknowledge that it is unlawful for any person under the age of 18 years old in the UK to consume alcoholic beverages.

2.7 *Identification*. For security and identification reasons, we require all delegates to:

- (a) display around their neck the official Event badge; and
- (b) provide photo identification on request.

2.8 *Carer's tickets*. We offer free Personal Assistant (carer) tickets when you purchase at least one ticket. To help us avoid fraudulent ticket purchases, please bring evidence that you require a Personal Assistant with you, as you may be asked for this on entry, we will accept evidence of receiving certain benefits (such as DLA, PIPs, AA), Blue Badges and Access Cards.

### **3. Fee(s)**

3.1 *Payment*. The payment of the applicable fee(s) for *the Event* is due upon ordering a ticket. If such payment is insufficient or declined for any reason we may refuse to admit you to *the Event* and shall have no liability in that regard. Please ensure you have received receipt of your payment, which will arrive shortly after ordering online, or can be provided at the ticket desk(s).

3.2 *Taxes*. The fee(s) may be subject to sales tax, value added tax, or any other taxes and duties which, if applicable, will be charged to you in addition to the fee(s) at the point of checkout.

### **4. No reselling**

4.1 *Personal use only*. The tickets you purchase for AireCon events are for your own personal use and may not be resold under any circumstances.

4.2 *No reselling*. Reselling or otherwise transferring your ticket, not in accordance with this Agreement, will void the ticket and the ticket holder will not gain entry into *the Event* and may be refused access to future events. Where there has been any resale or attempted resale of any tickets (or any other breach of this Agreement), we reserve the



right to cancel the relevant tickets purchased by any person or body whom we reasonably believe to be associated with any ticket re-selling or ticket broker with immediate effect.

## **5. Cancellation by you**

If you have pre-ordered a ticket, you can claim a refund without having to provide a reason, but you must contact AireCon to ask for this refund at least 24-hours before the doors open for *the Event* that the tickets relate to, please refer to the FAQs for the specific event for an exact deadline.

## **6. Changes or cancellation of the Event**

6.1 *Cancellation or postponement of the Event.* The organisers reserve the right to cancel or postpone *the Event* at their discretion for any reason and at any time. In *the Event* of cancellation or postponement for any reasons other than due to a Force Majeure Event, all ticket fees paid will be refunded. In all circumstances, we will use reasonable endeavours to notify you of such cancellation.

6.2 *Our liability.* In the unlikely event of cancellation of *the Event*, our total aggregate liability to you is limited to the refund of paid fees that remain after credit card and payment processing fees have been incurred and deducted, and we will not be liable to you for any expenditure, damage or loss incurred by you as a result of the cancellation.

6.3 *Changes to the Event.* The organisers reserve the right to make any changes to *the Event* at any time without prior written notice. For example, such changes may include but are not limited to, changing *the Event* name, themes, content, programme, guests, performers, hosts, moderators, time, date, and/or the Venue. We reserve the right to do so at any time and will not be liable to you for any cost incurred by you as a result (including, without limitation, travel, accommodation and other expenses). We will endeavour to notify you as soon as reasonably practicable of any substitutions, postponements, or changes.

## **7. Venue**

You must comply with the rules and regulations governing the Venue. If you bring any property to the Venue, you do so at your own risk. We are not responsible for any loss



and/or damage to such property. If you are using car parking facilities at the Venue, you do so entirely at your own risk. We do not accept any responsibility for any loss and/or damage resulting from your use of such car parking facilities.

## **8. Data Protection**

**8.1 Collection.** AireCon collects, processes, stores and uses personal data when you book a ticket to an event including your name, address and email address together with payment information. We may also collect personal data that you give to us about other people if you register them to attend an event. You agree that you have notified any other person whose personal data that you provide to us of this privacy notice and, where necessary, obtained their consent so that we can lawfully process their personal data in accordance with this policy.

You do not need to provide us with any personal data to view our event ticket shop. However, we may still collect the information set under the Data we automatically collect section of this policy, and marketing communications in accordance with the Marketing Communications section of this policy.

**8.2 Accuracy.** All personal data that you provide to us must be true, complete and accurate. If you provide us with inaccurate or false data, and we suspect or identify fraud, we will record this.

**8.3 Contact.** When you contact us by email or post, we may keep a record of the correspondence and we may also record any telephone call we have with you.

**8.4 Data we automatically collect.** When you visit our event ticket shop, we, or third parties on our behalf, automatically collect and store information about your device and your activities. This information could include (a) your computer or other device's unique ID number; (b) technical information about your device such as type of device, web browser or operating system; (c) your preferences and settings such as time zone and language; and (d) statistical data about your browsing actions and patterns. We collect this information using cookies in accordance with the Cookie section of this policy and we use the information we collect on an anonymous basis to improve our



event ticket shop, our events and the services we provide, and for analytical and research purposes.

**8.5 Marketing Communications.** If you opt in to receive marketing communications from us you consent to the processing of your data to send you such communications, which may include newsletters, blog posts, surveys and information about new events. We retain a record of your consent.

You can choose to no longer receive marketing communications by contacting us at [hello@airecon.uk](mailto:hello@airecon.uk) or clicking unsubscribe from a marketing email. If you do unsubscribe to marketing communications, it may take up to 5 business days for your new preferences to take effect. We shall therefore retain your personal data in our records for marketing purposes until you notify us that you no longer wish to receive marketing emails from us.

**8.6 Lawful processing of your personal data.** We will use your personal data in order to comply with our contractual obligation to supply to you the tickets to an event that you have booked, including to contact you with any information relating to *the Event*, to deliver *the Event* to you in accordance with any requests you make and that we agree to, and to deal with any questions, comments or complaints you have in relation to *the Event*.

We may also use your personal data for our legitimate interests, including dealing with any customer services you require, enforcing the terms of any other agreement between us, for regulatory and legal purposes (for example anti-money laundering), for audit purposes and to contact you about changes to this policy.

**8.7 Sharing your data.** We may share your personal data with any service providers, sub-contractors and agents that we may appoint to perform functions on our behalf and in accordance with our instructions, including payment providers, event ticketing providers, email communication providers, IT service providers, accountants, auditors and lawyers.



Under certain circumstances we may have to disclose your personal data under applicable laws and/or regulations, for example, as part of anti-money laundering processes or protect a third party's rights, property, or safety.

We may also share your personal data in connection with, or during negotiations of, any merger, sale of assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company.

**8.8 Storage.** Some or all of your personal data may be stored or transferred outside of the European Union (the EU) for any reason, including for example, if our email server is located in a country outside the EU or if any of our service providers or their servers are based outside of the EU. We shall only transfer your personal data to organisations that have provided adequate safeguards in respect of your personal data.

**8.9 Cookies.** A cookie is a small text file containing a unique identification number that is transferred (through your browser) from a website to the hard drive of your computer. The cookie identifies your browser but will not let a website know any personal data about you, such as your name and/or address. These files are then used by websites to identify when users revisit that website.

Our event ticket shop uses cookies so that we can recognise you when you return and personalise your settings and preferences. Most browsers are initially set up to accept cookies. You can change your browser settings either to notify you when you have received a cookie, or to refuse to accept cookies. Please note that our event ticket shop may not operate efficiently if you refuse to accept cookies.

We also use Google Analytics to monitor how *the Event* ticket shop is used. Google Analytics collects information anonymously and generates reports detailing information such as the number of visits to *the Event* ticket shop, where visitors generally came from, how long they stayed on *the Event* ticket shop, and which pages they visited. Google Analytics places several persistent cookies on your computer's hard drive. These do not collect any personal data. If you do not agree to this you can



disable persistent cookies in your browser. This will prevent Google Analytics from logging your visits.

8.10 *Data security.* We shall process your personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. All information you provide to us is stored on our secure servers. Any payment transactions are encrypted using SSL technology.

Where we have given, or you have chosen a password, you are responsible for keeping this password confidential.

However, you acknowledge that no system can be completely secure. Therefore, although we take these steps to secure your personal data, we do not promise that your personal data will always remain completely secure.

8.11 *Your rights.* You have the right to obtain from us a copy of the personal data that we hold for you, and to require us to correct errors in the personal data if it is inaccurate or incomplete. You also have the right at any time to require that we delete your personal data. To exercise these rights, or any other rights you may have under applicable laws, please contact us at [hello@airecon.uk](mailto:hello@airecon.uk).

Please note, we reserve the right to charge an administrative fee if your request is manifestly unfounded or excessive.

If you have any complaints in relation to this policy or otherwise in relation to our processing of your personal data, you should contact the UK supervisory authority: the Information Commissioner, see [www.ico.org.uk](http://www.ico.org.uk).

8.12 *Lead retrieval.* At AireCon Events, exhibitors or other third parties may use lead retrieval devices. Our staff may also use lead retrieval devices when you access our scheduled events or other areas of *the Event*. If you choose to allow your badge to be





scanned at *the Event*, you are giving consent to provide your data to such exhibitors, sponsors or other third parties for marketing purposes.

8.13 *External websites*. Our event ticket shop may contain links to other sites of interest. Once you have used these links to leave our event ticket shop, you should note that we do not have any control over that other site. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this policy. You should exercise caution and look at the privacy policy applicable to the site in question.

8.14 *Retention*. We retain your personal information for as long as necessary to provide the service and fulfil the transactions you have requested, or for other essential purposes such as complying with our legal obligations, maintaining business and financial records, resolving disputes, maintaining security, detecting and preventing fraud and abuse, and enforcing our agreements.

## **9. Intellectual Property**

9.1 *Event materials*. Any and/or all IP in *the Event* materials shall be our sole and exclusive property (or the appropriate third party owner(s), if any) and you shall not acquire any rights in such event materials, including any developments or variations of them.

9.2 *Permission*. Nothing in this Agreement grants you any legal or beneficial rights in or to any IP in *the Event* materials. You agree not to reproduce, sell, and/or copy (in whole or in part) *the Event* material, except for purposes of social media posting or post-event references. Audio and visual recordings for the distribution of commercial materials are not permitted without our prior consent. If you would like to use *the Event* materials for anything else, please email us at [hello@airecon.uk](mailto:hello@airecon.uk)

## **10. Term & Termination**

10.1 *Term*. This Agreement shall be effective from (and including) the day you purchase tickets through our online ticket booking system (“Start Date”) (and including) the last day of the relevant event (“Term”).



10.2 *Termination at any time.* We may terminate this Agreement with effect at any time immediately by giving you 15 days' prior written notice.

10.3 *Termination in breach.* We shall be entitled to terminate this Agreement in accordance with clauses 3 (Fee(s)) and 15 (Force Majeure).

## **11. Expiry & Termination Consequences**

Expiry or termination shall not prejudice any other rights or remedies you or us may be entitled to, nor will it affect the accrued rights and liabilities of either of us, nor the coming into or continuance in force, of any provision of this Agreement which is intended (explicitly or implicitly) to come into or continue in force, on or after such expiry or termination.

## **12. Warranties**

To the extent permitted by the applicable law, we disclaim all warranties or conditions, either express or implied, or any part of them in respect of any aspect of *the Event* or any related materials. You acknowledge and agree that in accepting this Agreement you have not relied on any representation or warranty that is not expressly included in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of this Agreement.

## **13. Limitation of Liability**

13.1 *Views.* You acknowledge and agree that views expressed by speakers at or in connection with *the Event* are their own and we do not accept any responsibility or liability for any advice given or views expressed during or in connection with *the Event*.

13.2 *Accuracy.* Materials shared or distributed at or in connection with *the Event* are intended for information purposes only and should not be relied upon by you or others. We and our related partners do not provide any guarantees, conditions or warranties that the materials are complete or accurate and do not accept any responsibility or liability for reliance by you or any person on any aspect of *the Event* and/or any information provided at *the Event*.



13.3 *Damages*. To the fullest extent allowed by applicable law, we shall not (whether in contract, tort, negligence, statutory duty or otherwise) be liable to you under this Agreement for consequential, indirect or special damages (including indirect loss of profit and indirect loss of revenue).

13.4 *Limitations*. Nothing in this Agreement is intended to limit or exclude our liability for (a) death or personal injury caused by our negligence, and (b) fraud or fraudulent misrepresentation.

13.5 *Maximum liability*. Subject to the clauses above, our maximum aggregate liability to you under this Agreement (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the registration fees you paid to us.

#### **14. Indemnity**

14.1 You shall fully and effectively indemnify and hold harmless us, our related companies, affiliates, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with any breach of this Agreement by you.

14.2 You shall not exclude or limit your liability under any indemnities given by you under this Agreement.

#### **15. Force Majeure**

If the performance of our obligation under this Agreement is hindered, delayed or prevented, such as if *the Event* is abandoned, cancelled or suspended in whole or in part by reason of, without limitation, a natural disaster, war, fire, national emergency, epidemics, pandemics, civil emergencies, civil unrest, labour dispute, strike, lockdown, civil disturbance, inevitable accident, national mourning bank holiday, the non-availability of the Venue, or any other cause not within our control whether



eiusdem generis or not ("Force Majeure Event"), we shall be under no liability to you in any way whatsoever and howsoever (whether in contract, tort, or otherwise) arising out of or in connection with any such abandonment, cancellation, suspension or postponement of *the Event* or the replacement of the Venue. In such circumstances, we reserve the right not to refund your registration fees and advise that insurance should be taken to cover such eventualities. You are responsible for making your own arrangements for the Venue for *the Event*, and you shall remain liable for all payments under this Agreement irrespective of any failure of transport or other reason why you are unable to attend *the Event*.

## **16. General**

16.1 *Disputes*. If a dispute arises between us out of or in connection with this Agreement, we shall negotiate in good faith to resolve the dispute. If the dispute is not resolved within 10 Business Days of the start of our negotiations, either party may refer the matter to the courts. This clause shall not restrict either party from initiating any proceedings in respect of a matter where either party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, or from applying for or obtaining emergency or interlocutory relief.

16.2 *Publicity*. You expressly agree that we shall be entitled to refer to you as a client and/or your company in sales and marketing literature (including websites) and, if you are a firm or company (or you register in your capacity as a representative, employee, or owner of a company), reproduce your company's prevailing logo or trade mark for that sole purpose.

16.3 *Third party Rights*. Unless expressly stated, no provision of this Agreement is enforceable by, or intended to benefit, any person who is not a party to this Agreement.

16.4 *Severability*. If any provision of this Agreement is held by a court to be unenforceable, then that provision shall be deemed to be amended to the extent necessary, and in a manner consistent with the intentions of the parties, to make it and



this Agreement fully enforceable. The unenforceability of any provision of this Agreement shall not affect the remaining provisions.

16.5 *No Waiver.* A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right. The waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing and refers expressly to this clause.

16.6 *Further assurance.* Each party shall do and execute, or arrange for the doing and executing of, any act and/or document reasonably requested by any other party to implement and give full effect to the terms of this Agreement.

16.7 *Remedies cumulative.* The remedies under this Agreement are cumulative and no remedy is exclusive of any other remedy except as expressly stated.

16.8 *Status of parties.* Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

16.9 *Entire Agreement.* This Agreement sets out the entire understanding of the parties in relation to their subject matter and supersedes any prior understanding or agreement between the parties whether oral or written. Nothing in this Agreement shall, however, limit or exclude any liability for fraud or fraudulent misrepresentation.

## **17. Governing Law and Jurisdiction**

The interpretation, formation and operation of this Agreement and all non-contractual obligations arising from or arising out of or in connection with it and any disputes between the parties arising out of or in any way relating to this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be



governed by, and construed in accordance with, the laws of England, and shall be subject to the exclusive jurisdiction of the English courts.